

SECTION No.: 86000-082, 86000-084, 86000-093, 86022-500, and 86022-501

FM No.: 434697-1-52-01

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 SW 56th Ave, SW 62nd Ave, and N 64th Ave, as part of the City Roadway System from Pembroke Rd to Stirling Rd on SW 56th Ave; from Pembroke Rd to Johnson Street on SW 62nd Ave; and from Hollywood Blvd to Sheridan Street on N 64th Ave.

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 434697-1, which involves sidewalk and bicycle lane improvements; 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, 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 2016, 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 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, widening to accommodate bicycle lanes, address ADA issues, incorporate drainage modification and utility impacts, and provide standard signage and pavement markings. The Department shall give the AGENCY ten (10) days notice before final acceptance.
5. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
6. 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.
7. 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.
8. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
9. Drainage Construct drainage improvements to address increased runoff from additional impervious area from the bicycle lanes. Construct French Drain to attenuate increased runoff from widened pavement and will maintain existing drainage flow patterns.
10. 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.
11. 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.
12. 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.
13. 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 2018), as amended, applicable to this Project:

“Cause Broward County 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.”

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
BOARD OF CITY COMMISSIONERS

Patricia A. Cerny, MMC
City Clerk

By: _____
Josh Levy, Mayor

_____ day of _____, 20_____

Approved as to form & legality by Office of City
Attorney for the use and reliance of the City of
Hollywood, Florida only

By: _____
Douglas Gonzales, City Attorney

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)

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. The project limits fall within the Cities of Hollywood and Miramar, and the roadway is owned/maintained by each city.

- SW 56th Avenue from Pembroke Road (SR 824) to Stirling Road (SR 848) is a two-lane undivided major collector. The gross length of the project is approximately 3.2 miles. The facility is a north-south corridor with a posted speed of 30 MPH, and the project segment is located entirely within the City of Hollywood. The adjacent uses within the corridor are primarily residential, with commercial uses near the signalized intersections. Oak Park is located north of the Douglas Road intersection. Stirling Elementary School is located at the north end of SW 56th Avenue.
- SW 62nd Avenue from County Line/SW 41st Street to Johnson Street is a two-lane undivided minor collector. The gross length of the project is approximately 3.2 miles. The facility is a north-south corridor with a posted speed of 30MPH. The City of Miramar limits are from County Line/SW 41st Street to Pembroke Road. From Pembroke Road to Johnson Street, the project is located within the City of Hollywood. The adjacent uses within the corridor are primarily residential, with commercial uses near the signalized intersections. The Snake Warrior Island Natural Area is located at the south end of SW 62nd Avenue.
- N 64th Avenue from Hollywood Boulevard to Sheridan Street is a two-lane undivided minor collector. The gross length of the project is approximately 1.8 miles. The facility is a north-south corridor with a posted speed of 30 MPH. The project segment is located entirely within the City of Hollywood. The adjacent uses within the corridor are primarily residential, with commercial uses near the signalized intersections. MacArthur High School is located at the south end of the corridor.

Typical Section – Install buffered bicycle lanes on SW 56th Avenue, shared bicycle/vehicular lanes and sidewalks on SW 62nd Avenue, and shared bicycle/vehicular lanes on N 64th Avenue.

Signing and Pavement Markings - Install signs related to the bicycle lane construction. Installed signs will be in conformance with the Broward County Land Development Code and the 2009 Manual of Uniform Traffic Control Devices (MUTCD) with Revisions 1 and 2. Install pavement markings in accordance with Broward County Land Development Code, the 2013 Florida Greenbook, and 2009 MUTCD.

Signalization - Upgrade all pedestrian cross walk signals to countdown timers.

Drainage - Construct drainage improvements to address increased runoff from additional impervious area from the bicycle lanes. Construct French Drain to attenuate increased runoff from widened pavement.

Permits - No potential environmental impacts have been identified within the project. The project is exempt per F.A.C. Section 62-330.051(4)(c) and (d).

Lighting - No activities.

Landscape - Document condition of existing trees. Detail condition of each tree and proposed course of action to minimize future impact to roadway.

Other - Pedestrian improvements include reconstruction of curb ramps that do not meet ADA guidelines, restriping of cross walks, and upgrades of pedestrian features at signalized intersections.