

ATTACHMENT 1
Permit # 2018-C-491-00007

I. SCOPE OF SERVICES

The City of Hollywood is proposing improvements along SR-A1A/Ocean Boulevard between SR-820/Hollywood Boulevard and SR-822/Sheridan Street. The project consists of installing pedestrian lighting, landscape, irrigation, and hardscape as well as undergrounding of the aerial facilities along the NB and SB direction of SR-A1A, a distance of approximately 1.36 miles. The project is also proposing a mast arm signal at the intersection of SR-A1A and Garfield Street.

II. PROJECT PLANS

The Construction Coordinator is authorized to install the Project in accordance with the attached plans prepared by Kimley-Horn and Associates and dated October 2019. Principal Professional Engineer, Marwan Mufleh, P.E. Any revisions must be approved by the DEPARTMENT in writing.

III. SPECIAL PROVISIONS FOR CONSTRUCTION

This permit is only valid for work within FDOT R/W.

Construction Coordinator will coordinate all work with the Broward County Operations Permits Dept. via Phone (954) 777-4372. A pre-construction conference must be coordinated with Mr. Roger Lemieux via Phone (954) 777-4372 prior to construction. This permit is valid only for work proposed within the D.O.T. right-of-way. Certification acceptance and final approval is contingent upon conformity of all work completed according to this permit and the restoration of the Right of Way.

All materials and construction within the Florida Department of Transportation Design (F.D.O.T.) right-of-way shall conform to the "latest version" of FDOT Standard Plans for Road and Bridge Construction and latest version of the Standard Specifications for Road and Bridge Construction.

All thermoplastic traffic stripes, markings and signage will be installed per the FDOT Standard Plans and Traffic Design Standards.

It is the Construction Coordinator's responsibility to obtain final acceptance of permitted work (completed) and the restoration of the Right-of-Way from the Department prior to usage.

Construction Coordinator will provide the necessary densities in accordance with the Department's latest edition of the Standard Specifications for Road & Bridge Construction prior to final acceptance by the Department.

Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Construction Coordinator, at their cost & expense from the site to the Broward Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.

Construction Coordinator will restore the Right of Way as a minimum, to its original condition or better in accordance w/ Florida Department of Transportation's latest Standard Specifications for Road & Bridge Construction or as directed by the Resident Operations Engineer.

During the removal/installation of any curb and gutter section, the Construction Coordinator will be responsible for any damage done to the abutting asphalt. The damaged asphalt repair will be in accordance with the current specifications and/or as directed by the Resident Operations Engineer.

Sodded areas will be in accordance with FDOT Index 570-010 and sections 162, 981, 982, 983, 987 of the FDOT's Standard Specifications for Road and Bridge Construction, latest edition. All disturbed areas will be sodded within one (1) week of installation of said permitted work.

Storm Water Pollution Prevention Plan - The Construction Coordinator shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Construction Coordinator shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction or operation of the surface water management system.

During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

A copy of this agreement and plans must be on the job site at all times during the construction of this facility.

Restricted hours of operation for lane closures, excavation and construction work will be from 7:00 am to 6:00 pm (Monday-Friday) and from 8:00 am to 6:00 pm (Saturday), unless otherwise approved by the Operations Engineer, or designee. MOT shall be picked up by 6:00 pm and not start before 7:00 am.

Prior to any work requiring lane closures, mobile operations or traffic pacing operations, the contractor or permittee shall submit a request to the Department that includes the time, location, and description of work being performed. The lane closure request shall be submitted to the Department a minimum of 2 weeks prior to the proposed closure date and must be approved by the Department before work requiring the closure may begin within the FDOT Right of Way. URL address: <https://LCIS.dot.state.fl.us>.

All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Standard Plans for Road and Bridge Construction Index (102-600 series). The Operations Engineer or his designee reserves the right to direct the removal/relocation/modification of any traffic device(s) at the Construction Coordinator's sole expense. Traffic Control Plans (TCP) must be submitted and reviewed during the pre-construction meeting.

Maintenance of Traffic (lane closures on the state road system occurring during peak hours (7:00-9:00 AM or 4:00-6:00 PM) and/or lasting over twenty-four hours must contact Barbara Kelleher two weeks prior to closures. You must also comply with the lane closure analysis as outlined in the FDOT Design Manual 240.4 TTC Plan. All lane closures occurring on an interstate or limited access facility, regardless of time of day or duration, must comply with the lane closure analysis in the FDOT Design Manual 240.4 TTC Plan.

Barbara Kelleher can be reached at 954-777-4090.

Florida Department of Transportation
Public Information Office
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309

IV. MODIFICATIONS TO BASIC AGREEMENT

The following sections shall be modified as indicated below:

- A. Section 4 in the basic agreement shall be modified by not requiring the Construction Coordinator to obtain a payment and performance bond for this agreement.
- B. Section 12: The DEPARTMENT and City Engineer of the CONSTRUCTION COORDINATOR may extend the completion date, if mutually agreed to in writing.
- C. Section 17: The following shall be added: Nothing in this agreement shall be interpreted as waiving the CONSTRUCTION COORDINATOR'S sovereign immunity protection as set forth in Section 768.28, Florida Statutes.
- D. With respect to indemnity for tort liability as provided for in Florida Statutes section 768.28 and Insurance the following shall apply:
 - a. With respect to any of the CONSTRUCTION COORDINATOR'S, consultants, subconsultants, contractors, and/or sub-contractors, such party in any contract for this Project 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 consultants, subconsultants, contractors and/or subcontractors. The CONSTRUCTION COORDINATOR shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence, willful or intentional acts.
 - b. When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim.
 - c. A party's failure to promptly notify the other of a claim will not act as a waiver of any right herein.
 - d. **LIABILITY INSURANCE.** The CONSTRUCTION COORDINATOR shall carry or cause its contractors, subcontractors, consultants and/or subconsultants to carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. The CONSTRUCTION COORDINATOR shall have the DEPARTMENT endorsed as additionally insured with regards to the general liability requirements. However, in the event the CONSTRUCTION COORDINATOR maintains a self-insurance fund to cover such liability, the CONSTRUCTION COORDINATOR agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the CONSTRUCTION COORDINATOR must comply or cause its contractors and subcontractors to comply with Section 7-13 of the DEPARTMENT's Current Standard Specifications for Road and Bridge Construction (latest version), as amended.
- E. Section 20 shall be modified as follows: This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Broward County, Florida.

F. Section 29 shall be modified as follows: The Construction Coordinator agrees, to the extent permitted by law, to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

City of Hollywood Legal Review
