

The Public Art Review Committee Submittal Checklist

QUICK FACTS:

- No applications are automatically scheduled for ANY meetings. Applications must be determined to be complete by Staff before any processing occurs.
- Fees Apply to:
 - Projects that are 20,000 gross square feet or more and is not within an industrial or single family zone.
 - New commercial.
 - Remodeling or reconstruction of existing commercial property.
 - New residential development of two or more units built in the same tract by the same owner or developer.
 - Voluntary Artwork Program: Allows preexisting development projects to propose installing artwork in public spaces, except for single family homes.
- Fees are based on a percentage of the building cost and shall be pay prior to the issuance of Building Permits.
- Fee Schedule :
 - In lieu Public Art Fee: A fee of 1% of the cost of the proposed development project, with a minimum payment of \$5,000.00.
 - Placement of Artwork on Site: Artwork placement on the site of the development project, with a minimum value of 1% of the cost of the proposed development project, which shall not be less than \$5,000.00.
 - Combination of In lieu Public Art Fee and Placement of Artwork on Site: Artwork placement on the site of the development project when valued and combined with a payment of a public art fee, totals 1% of the cost of the proposed development project, which shall not be less than \$5,000.00
- Meeting Dates: As necessary. Applications shall be considered at the first PRAC meeting that is more than (30) days following staff s determination that the application is completed.

Provide one digital package in PDF (unless otherwise specified) containing the items below:

(Incomplete applications will not be routed and will be postponed until all required components are

SUBMITAL REQUIREMENTS :

- | | | |
|--------------------------|---|------------------|
| <input type="checkbox"/> | 1. Complete and signed Art in Public Places Application Form | P.2 |
| <input type="checkbox"/> | 2. An artist resume or CV, Examples of artist's previous work. | P.4&6 |
| <input type="checkbox"/> | 3. (i) <u>An artist concept statement</u> . (A narrative indicating the nature and meaning of the propose work) and; | P.3 |
| <input type="checkbox"/> | 4. (ii) <u>Drawings</u> : Cover Sheet with Location Map, one render, (plans and elevation) shall be to scale and fully dimensioned; illustrate property lines, rights-of-way, internal streets, sidewalks, overhead utility lines (if artwork is three dimensional), and parking areas immediately surrounding the intended location of the artwork, a site plan with indicate the setting and location, design, media and materials, methods of construction, and methods of application, securing, or fastening of the artwork and; | P.8&9 |
| <input type="checkbox"/> | 5. (iii) A detailed <u>description and evidence</u> demonstrating that the proposed artwork is weatherproof and will withstand environmental conditions in the location where it is to be installed and; | P.3 |
| <input type="checkbox"/> | 6. (v) <u>Public art easement agreement</u> . A new artwork easement shall be registered on the title of the private property in favor of the City. The artwork easement shall be submitted in the form provided by the City Attorney's Office and; | P.15 |
| <input type="checkbox"/> | 7. (iv) <u>Schedule of Completion</u> outlining the schedule of work that includes the proposed date of completion and; | P.3 |
| <input type="checkbox"/> | 8. (vii) <u>An appraisal and evidence</u> of the value of the proposed artwork (contract draft showing contract value and payment schedule will be sufficient) and; | |
| <input type="checkbox"/> | 9. (viii) <u>A narrative statement</u> of the artwork to be displayed in a public place and; | P.3 |
| <input type="checkbox"/> | 10. (ix) <u>Maintenance plan</u> (including frequency and anticipated costs of maintenance and description of materials), statement indicating the property owner's willingness to maintain compliance with Article 3, § 3.22, proposed Section J, 3(j) & (k) | P.3 |

VOLUNTEER ART PROGRAM AFFILIATION REQUIREMENTS:

(in addition to above items except .6)

Applicability:

- 1. **Exempt projects Statement** (s) (All completed and submitted building permit applications for development projects that have been accepted by the City within 30 days of December 6th will be exempt from the requirements of this Ordinance, and as of January 5th will be subject contributing art)
- 2. **Criteria Statement** (s) for each request indicating the consistency with all applicable criteria found in Section 3.22 Article 3 of the Zoning and Land Development Regulations entitled "standards for the painting and color of exterior surfaces of buildings and structures."
- Public art easement agreement (Simple). Shall be registered on the title of the private property in favor of the City. The artwork easement shall be submitted in the form provided by the City Attorney's Office

Please refer to Section 3.22 Article 3 of the City of Hollywood's Zoning and Land Development Regulations for a detailed description of each item listed above or visit our website at www.hollywoodfl.org

2600 Hollywood Boulevard, Room 315 • P.O. Box 229045 • Hollywood, FL 33022-9045
Phone (954) 921-3471 • Fax (954) 921-3347 • Email planningdivision@hollywoodfl.org

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

The applicant/owner(s) signature certifies that he/she has been made aware of the criteria, regulations and guidelines applicable to the request. This information can be obtained in Room 315 of City Hall or on our website at www.hollywoodfl.org. The owner(s) further certifies that when required by applicable law, including but not limited to the City's Zoning and Land Development Regulations, they will post the site with a sign provided by the Office of Planning and Development Services. The owner(s) will photograph the sign the day of posting and submit photographs to the Office of Planning and Development Services as required by applicable law. Failure to post the sign will result in violation of State and Municipal Notification Requirements and Laws.

(I)(We) certify that (I) (we) understand and will comply with the provisions and regulations of the City's Zoning and Land Development Regulations, Design Guidelines, Design Guidelines for Historic Properties and City's Comprehensive Plan as they apply to this project. (I)(We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my)(our) knowledge. (I)(We) understand that the application and attachments become part of the official public records of the City and are not returnable.

Signature of Current Owner: _____ Date: _____

PRINT NAME: _____ Date: _____

Signature of Consultant/Representative: _____ Date: _____

PRINT NAME: _____ Date: _____

Signature of Tenant: _____ Date: _____

PRINT NAME: _____ Date: _____

Current Owner Power of Attorney

I am the current owner of the described real property and that I am aware of the nature and effect the request for _____ to my property, which is hereby made by me or I am hereby authorizing _____ to be my legal representative before the _____ (Board and/or Committee) relative to all matters concerning this application.

Sworn to and subscribed before me
this _____ day of _____

Signature of Current Owner

Notary Public
State of Florida

Print Name

My Commission Expires: _____ (Check One) Personally known to me; OR Produced Identification _____

Applicant Name: BOZ Hollywood Bread Owner, LLC

Property Address: 1770 S Young Circle

City: Hollywood

State: Florida

Zip Code: 33020

Application Type: Voluntary Public Art Review

Artist Name: Troy Pillow

Artist Phone: (206) 658-7666

Artist Email: Troy@Pillowstudios.com

Artist Resume / CV: Attached to this email "*Pillow-Troy-resume-2025.docx*"

Concept Narrative for Proposed Artwork:

- The proposed artwork for the Hollywood Bread Building is a playful and nostalgic tribute to the building's rich history, celebrating Eleanor Roth and her innovative "non-fattening" Hollywood Bread. As a landmark deeply woven into the cultural fabric of Hollywood, Florida, this piece will honor its legacy while seamlessly integrating into the revitalized space. The artwork will feature an oversized toaster sculpture, standing over 7 feet tall and 11 feet wide, making it an unmistakable and engaging focal point. Designed to complement the repurposed Hollywood Bread signage in the lobby of the new development, the toaster's color palette and style will harmonize with the surrounding aesthetic, reinforcing a sense of place and continuity. This installation aims to be both iconic and interactive, offering a point of interest that sparks conversation and invites the public to reflect on Hollywood's unique history. By blending historical significance with contemporary design, this sculpture will celebrate the city's evolution while keeping its past alive in a fun and memorable way.

Description of Weatherproofing: The monument will be constructed from series 316 stainless steel and partially coated in 2k polyurethane industrial paint. The sculpture will withstand elements with little maintenance required.

Schedule Start: 1/1/2026

Schedule Completion: 3/31/2026

Description of Maintenance Plan: Inspect sculpture yearly for sign of wear. Lightly clean away dust and debris with mild soap and water.

Criteria Statement: Constructed from series 316 stainless steel. 2k polyurethane industrial paint.

TROY PILLOW SCULPTURE

CV

Born 1971

Denver, Colorado

Commissions

2024 The Willows, Tri Pointe homes, Redmond, WA
2023 Bothell Commons, AvalonBay communities, Bothell, WA
2023 Marina Pointe, BTI Partners, Tampa, FL
2022 Ovation Apartments, Quaterra, Seattle, WA
2022 Art in Public Places, Alpenglow park, Bend, OR
2021 Facebook Data Center, Prineville, OR
2020 The Bowman, Lennar residential, Kirkland, WA
2019 AVA Belltown, Seattle WA
2019 El Camino Hospital, Mountainview, CA
2019 Schwitzer Roundabout, Sandpoint, ID
2019 NAVA, Westminster, CO
2018 SVS Esterra, Redmond, WA
2018 Denver Premium Outlets, Simon Development Group, Denver, CO
2017 The Eddy, Greenlake, Seattle, WA
2016 The Whittiker, Seattle, WA
2016 MAD 2020, Seattle, WA
2016 AVA Newcastle Commons, Newcastle, WA
2016 Junction Plaza Park, Seattle, WA
2015 AVA Capitol Hill, Seattle, WA
2014 University Hospital, Cleveland, OH
2014 Swedish Hospital, Seattle, WA
2014 Wallace Properties, Northgate 2, WA
2014 Talon Properties, Gateway, Bellevue, WA
2014 Trammel Crowe, Midtown Commons, Austin TX
2014 Urbana, Equity Residential, Seattle, WA
2013 Intuitive Surgical Sunnyvale, CA
2013 AVA University, Seattle, WA
2013 Fremont Lake Union Center, Seattle, WA
2012 AVA Ballard, Seattle, WA
2012 Towbin Motorcars, Las Vegas NV
2012 Prescott Apartments, Seattle, WA
2011 Swedish Hospital, Issaquah, WA
2011 AvalonBay Communities, Queen Anne, Seattle, WA
2011 Essex Property Trust, Via, Sunnyvale, CA
2011 King County Libraries, Richmond Beach
2010 Intuitive Surgical, Sunnyvale, CA
2010 King County Libraries, Burien, WA
2010 Art in Public Places, Bend, OR
2010 Aspira, Seattle, WA
2010 AvalonBay Communities, Bellevue, WA
2009 BRE Properties, VUE, Bellevue, WA
2009 El Camino Hospital, Mountainview, CA
2009 Trammel Crow Residential, Redmond, WA
2008 Art in Public Places, Bend, OR

TROY PILLOW SCULPTURE

2008 Wallace Properties, Northgate, Seattle, WA
2007 Salt Lake City, Nine muses project, UT
2006 St. Josephs Hospital, Phoenix, Arizona
2006 Alvarado Place, Union City, CA
2006 Trammel Crow Residential, Kirkland, WA
Boulevard
State Street
2004 Sutter Health Hospital, Fairfield, CA
2004 Phillip S. Miller Library, Castle Rock, CO
2003 City of Lakewood, Lakewood, CO
2003 Lakewood Heritage Center, Lakewood CO
2003 Pinnacol Assurance, Denver, CO
2002 Metropolitan Homes, Denver, CO
Avalon Development
Hidden Valley Development
Moon Shadow Development
2002 Denver Art Company, Littleton, CO
Waterpark Building, Lobby A
Waterpark Building, Lobby B
2002 City of Lakewood, Lakewood, CO
Link Recreation Center

Temporary Installations

2009 Downtown sculpture Exhibit, Everett, WA
2008 Atlanta Botanical Garden, Sculpture in motion, Atlanta, GA
2007 Maryhill Museum of Art, Sculpture Invitational, WA
2006 Bellevue Sculpture Exhibition, Bellevue, WA

Gallery Representation

A New Leaf Gallery, Sonoma, CA
Donna Seager Gallery, Mill Valley, CA
Iwolk Gallery, St. Helena, CA
Shidoni Gallery, Tesuque, NM
Pippin Contemporary, Santa Fe, NM

Press

2005 HGTV, September
2003 Architecture and Design of the West, Spring The Denver Post, July Art Revue,
August
2001 Colorado Homes and Lifestyle Magazine, October
2000 The Denver Post, September

www.pillowstudios.com



Public Art by Troy Pillow

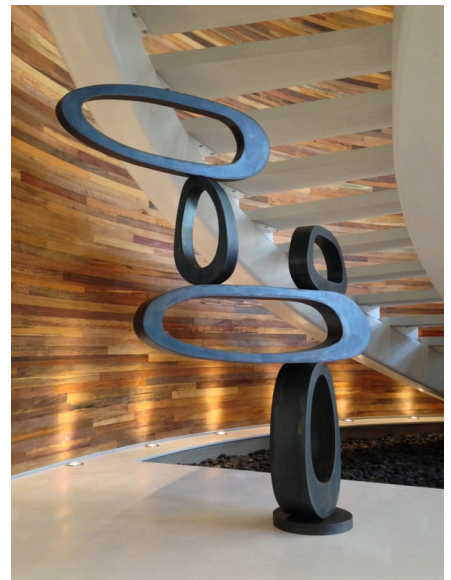
Public art has the transformative ability to energize our communal areas, inspire our thoughts, and convert the spaces where we live, work, and play into inviting and beautiful settings that foster interaction. My philosophy for art in public places centers on capturing and reflecting the essence of the surroundings – be it the history, scenery, utility, or demographics. I believe each location offers a unique opportunity to craft something new and meaningful.



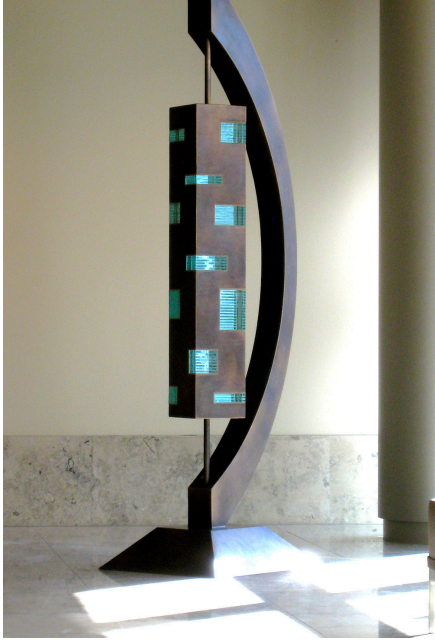
Illumination AvalonBay Communities WA



Yakaya Bend OR



Roca Negra Seattle WA



Karma El Camino Hospital CA



Alignment Intuitive Surgical CA



Evolution Bend OR



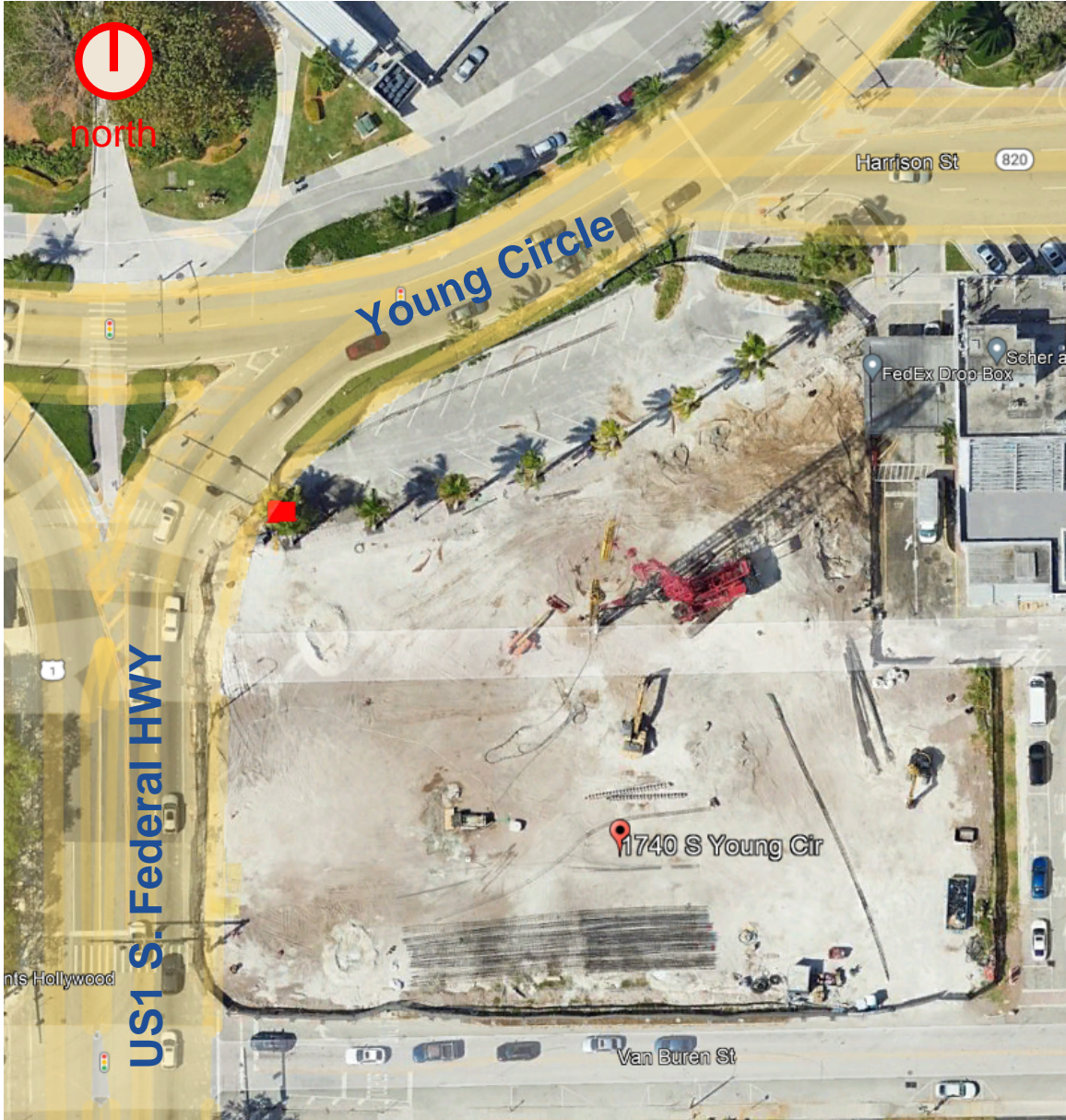
Zenith Bend OR

Sculpting Spaces: Embodying the Unique Spirit of Each Location

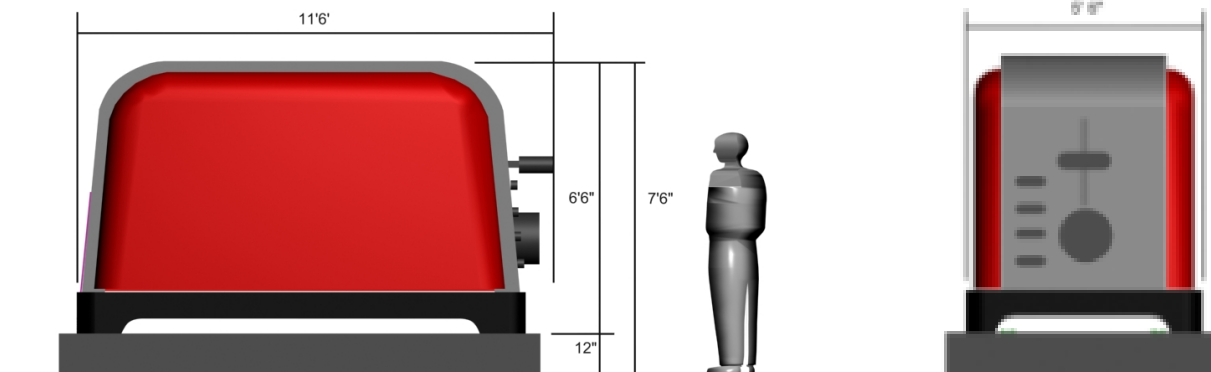
In my approach to public art, the emphasis is on embodying and reflecting the unique characteristics of each location. Whether it's capturing the historical essence, the natural scenery, the functional aspects, or the demographic diversity, I believe every site holds a special opportunity for creating something distinct and impactful. This philosophy ensures that the artwork not only complements its environment but also plays a vital role in expressing and shaping

Drawings

1770 S Young Cir, Hollywood, FL 33020



Site Location Plan



Elevations

Drawings

1770 S Young Cir, Hollywood, FL 33020



Rendering of Proposed Work | From Young Circle Looking East



Rendering of Proposed Work | From US1 Looking North

Ownership & Documents

1770 S. Young Circle - BCPA
Property Ownership (SunBiz) Documents
Florida Department of Transportation CAF Agreement
Florida Department of Transportation MMOA



MARTY KIAR

BROWARD COUNTY PROPERTY APPRAISER



Property Search

Search Results

Parcel Result

Copy Link

New Search

< Prev Parcel

Tax Year 2026 ▾

Next Parcel >

Property Summary

Property ID: 514215021110

Property Owner(s): BOZ HOLLYWOOD BREAD OWNER LLC
%ALTUS GROUP

Mailing Address: PO BOX 92129 SOUTHLAKE, TX 76092
[click here to update mailing address](#)

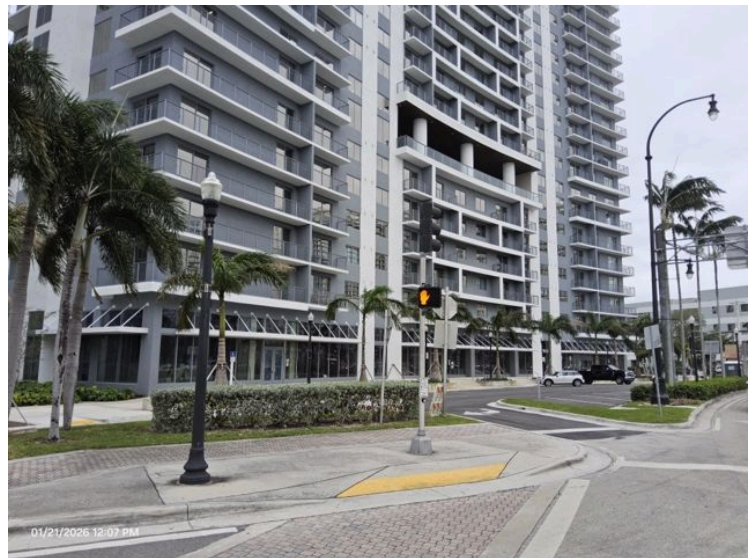
Property Address: [1770 S YOUNG CIRCLE HOLLYWOOD, 33020](#)

Neighborhood: Hollywood Lakes

Property Use: 03-03 Multi-family 100 units +

Millage Code: 0513

Adj. Bldg. S.F.: 571570 [Card/Permits](#)



« Previous

Next »

Deputy Appraiser: Peter LaFroschia

Property Appraiser Number: [954-357-6835](#)

Bldg Under Air

Property Appraiser

commercialtrim@f et

S.F.:

Email:

Effective Year: 2026

Year Built: 2025

Units/Beds/Baths: 362 //

Abbr. Legal Des.:

HOLLYWOOD 1-21 B PORTION OF LOTS 1-15 & 24, BLK 58 AS DESC IN INSTR#117374753,LESS POR WITHIN MMB 9-76 B; TOG WITH THE VAC'D 14 FT ALLEY AS DESC IN INSTR# 118864010

If you see a factual error on this page, please click here to notify us.

 **Important:**

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

The 2025 values currently shown are considered "working values" and are subject to change. These numbers will change frequently online as we make various adjustments until they are finalized.

Property Assessment

Year	Land	Building / Improvement	Just/Market Value	Assessed / SOH Value	Tax
2026	\$4,955,670	\$67,201,260	\$72,156,930	\$72,156,930	
2025	\$8,450,610	0	\$8,450,610	\$8,450,610	\$176,605.07
2024	\$8,450,610	0	\$8,450,610	\$8,450,610	\$176,985.34

Exemptions And Taxing Authority Information

	County	School Board	Municipal	Independent
Just Value	\$72,156,930	\$72,156,930	\$72,156,930	\$72,156,930
Portability	0	0	0	0
Assessed / SOH	\$72,156,930	\$72,156,930	\$72,156,930	\$72,156,930



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
BOZ HOLLYWOOD BREAD OWNER, LLC

Filing Information

Document Number M21000007366
FEI/EIN Number 87-1175129
Date Filed 06/14/2021
State DE
Status ACTIVE

Principal Address

401 E. LAS OLAS BLVD., STE. 1870
FORT LAUDERDALE, FL 33301

Mailing Address

401 E. LAS OLAS BLVD., STE. 1870
FORT LAUDERDALE, FL 33301

Registered Agent Name & Address

GREENSPOON MARDER LLP
200 E. BROWARD BLVD., STE. 1800
FORT LAUDERDALE, FL 33301

Authorized Person(s) Detail

Name & Address

Title MBR

BOZ HOLLYWOOD BREAD HOLDINGS, LLC
401 E. LAS OLAS BLVD., STE. 1870
FORT LAUDERDALE, FL 33301

Annual Reports

Report Year	Filed Date
2024	03/11/2024
2025	04/17/2025
2026	04/27/2026

Document Images

[04/27/2026 -- ANNUAL REPORT](#) [View image in PDF format](#)

04/17/2025 -- ANNUAL REPORT	View image in PDF format
03/11/2024 -- ANNUAL REPORT	View image in PDF format
02/20/2023 -- ANNUAL REPORT	View image in PDF format
03/24/2022 -- ANNUAL REPORT	View image in PDF format
06/14/2021 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COMMUNITY AESTHETIC FEATURE AGREEMENT

625-010-10
ROADWAY DESIGN
OGC - 08/17
Page 1 of 12

State Road/Local Road _____ Section No. _____ CAFA No. _____

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("Department") and _____ ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. The Agency has requested permission from the Department to install a [CHOOSE ONE: Public Art, Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road _____ State Road 5 (S. Federal Highway / U.S. 1 / and S. Young Circle) _____ in Broward _____ County, Florida ("Project").
- B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through _____, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within _____ days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. **PROJECT DESCRIPTION.** The Project is a [CHOOSE ONE: Public Art, Local Identification Marker], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. **FUNDING OF THE PROJECT.** The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of the Department's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department's right-of-way.

4. **DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.**

- a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department's District Design Engineer, located at _____

The Department will review the plans for conformance to the Department's requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, the Department signifies only that such

plans and improvements satisfies the Department's requirements, and the Department expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

- b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.
- c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department's Construction Project Manager, _____, at _____ or from an appointed designee.
- f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department's right-of-way nor the placing of facilities upon Department's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department's right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of the Department's right-of-way.
- g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public's safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency's sole cost, expense, and effort.
- h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".
- i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department's right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.
- j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed

and sealed by the responsible professional for the project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

- k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- i. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:

- m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ _____. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to \$2000.00.

District Maintenance Engineer, _____ Date: _____

- n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the

Department's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance 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. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.
- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR PROGRAM MANAGER

District Maintenance Engineer

3400 W. Commercial Blvd, Fort Lauderdale, FL 33309

Phone: 954-486-1400

Fax: 954-777-4223

City of Hollywood COUNTY [OR CITY], FLORIDA

Josh Levy

2600 Hollywood Blvd, Hollywood, FL 33020

Phone: 954-921-3201

Fax: _____

7. **TERMINATION OF AGREEMENT.** The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

8. **LEGAL REQUIREMENTS.**

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.
- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- c. The Agency shall 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. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.

9. **PUBLIC ENTITY CRIME.** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. **UNAUTHORIZED ALIENS.** The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. **NON-DISCRIMINATION.** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. **DISCRIMINATORY VENDOR LIST.** The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a

public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. _____ CAFA No. _____

AGENCY

City of Hollywood

By: _____

Print Name: Josh Levy

Title: Mayor

As approved by the Council, Board, or

Commission on: _____

Attest: _____

Legal Review:

City or County Attorney

DEPARTMENT

State of Florida, Department of Transportation

By: _____

Print Name: _____

Title: District Design Engineer

Date: _____

Legal Review:

Section No. _____ CAFA No. _____

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

The City of Hollywood proposes to install one Toaster sculpture next to the Bread Building in a planter area, which is located within FDOT's right of way (ROW).

The proposed sculpture is 7.5 feet tall and will not conflict with any of the limits of clear sign criteria. The sculpture will securely sit on a 12 ft long by 7.5 ft wide by 16 inch thick concrete footing. The City will be responsible for the installation and maintenance of the sculpture.

II. PROJECT PLANS

The Agency is authorized to install the project in accordance with the attached plans prepared by Christian Aquino (P.E.) and dated 11/26/2024. Any revisions to these plans must be approved by the Department in writing.

Section No. _____ CAFA No. _____

EXHIBIT "B"

SPECIAL PROVISIONS

- 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. You must also comply with the lane closure analysis as outlined in the FDOT Design Manual 241.1 & FDM 240.4.2.7. The request shall be entered into the Lane Closure Information System (LCIS) by the permittee at the following URL address: <https://lcisv2.com/home>. Each request will be reviewed by the appropriate Department personnel for compliance with contract or permit requirements and coordination with adjacent projects or work activities.
- All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Design Standards, (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 Permittee's sole expense.
- Preconstruction and Permit Close-Out Inspections Contact Information: This permit is valid only for work proposed within the D.O.T. right-of-way. Contact Broward Operations Permit Office-Email: D4BOPSPermit@dot.state.fl.us) at 954-776-4300 to schedule a pre-construction meeting 48 hours prior commencement of construction. Certification of acceptance and final approval is contingent upon conformity of all work done according to this approved permit and shall be followed up at the end of construction with a final Inspection of the work in FDOT Right-of-way.
- All Contractors performing work activities within FDOT ROW, shall provide the FDOT Broward Operations Permits Office proof of a proper State Contractor's License and Certificate of Liability Insurance (COI) prior to any commencement of permitted work. These documents shall be provided prior to the Pre-Con Meeting or the day-of the 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), lasting over 24 hours and/or at limited access facilities must contact Guillermo Canedo (Guillermo.canedo@dot.state.fl.us) at 954-777-4302, two weeks prior closures.
- During construction, highest priority should be given to ensure 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 with Disability Act (ADA) standards.
 - The D.O.T. right-of-way cannot be utilized for staging, storage or mobilization of equipment, supplies and/or vehicles used to perform work for on-site (non-FDOT right-of-way) construction.
- The D.O.T. roadway, sidewalk, etc. must not be disturbed until the off-site improvements shown on the permit are ready to be constructed. This construction should be completed as soon as possible so as to minimize disruption within the R/W.
- A copy of this permit and plan will be on the job site at all times during the construction of this facility.

Section No. _____ CAFA No. _____

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

Construction staging for this project will take place in a parking lot leased from the FDOT directly next to the area where the art is being placed. No roadways will be closed as a result of this project, so not MOT is required.

Section No. _____ CAFA No. ; _____

EXHIBIT "D"

AGENCY RESOLUTION

Please see attachement.

Section No. _____ CAFA No. _____

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S
CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL:

Name: _____

Date: _____