



ADDENDUM TO BID DOCUMENTS

SOLICITATION RFP No. B-17-68 Street and Sports Lighting Repair Services

ADDENDUM No. 1 BID OPENING DATE 04/07/17 at 2:00 PM EST TODAY'S DATE 3/28/2017

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

Attachment:

Various agreements for the Town to maintain FDOT lights

Clarifications:

Underline and bolded text represents language that is hereby added to the RFP document.

- 1. Section 4.0 -

The Town will pay for MOT when used only for County and State roads. The Town will not pay for MOT when used on Town roads.

Provide pricing below within this addendum:

\$ Additional Hourly Rate for MOT to be used when applicable

- 2. Section 3.2 - Time allotment for repairs

All street light work orders shall be responded to and repaired within three (3) days, unless a repair or replacement item is not readily available for purchase and delivery. The contractor will provide documentation from the supplier as to how long the item will take to be delivered. The Town may allow the contractor the extra needed time to get a particular job done when waiting on the manufacturer to supply the part(s) to the contractor.

- 3. Section 3.2 – For any work request with an expected cost of over \$15,000 five thousand dollars \$5,000, the proposed job will be bid out to the pool of selected vendors.

Reviewed by:

Purchasing Manager
Purchasing Division

Acknowledged by:
_____ Contractor
_____ Authorized Representative (Printed)
_____ Title
_____ Signature
_____ Date

RESOLUTION R-89-229

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR OPERATION AND MAINTENANCE OF STREET LIGHTING TO BE INSTALLED ON UNIVERSITY DRIVE.

WHEREAS, it is in the best interest of the Town of Davie, Florida, to enter into agreement with the Florida Department of Transportation for Operation and Maintenance of street lighting to be installed on University Drive.

WHEREAS, the Town desires to authorize execution of said agreement, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

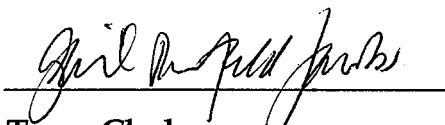
SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor to execute, on behalf of the Town of Davie, an agreement with the Florida Department of Transportation, said agreement is attached hereto, labeled as "Exhibit A".

SECTION 2. That this Resolution shall take effect immediately upon its passage and approval by the Mayor.

PASSED AND ADOPTED THIS 16th DAY OF August, 1989


Mayor/Councilman

ATTEST:


Town Clerk

APPROVED THIS 16th DAY OF August, 1989.

B 89-229

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF PRECONSTRUCTION AND DESIGN

JOINT PROJECT AGREEMENT
HIGHWAY LIGHTING
(Municipal)

EXHIBIT A

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.
86	220	6530	817	Broward	N/A

THIS AGREEMENT, made and entered into this 26 day of June, 198 9, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the DEPARTMENT, and the CITY OF Davie, a municipal corporation, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the CITY by Resolution adopted on August 16, 1989, has requested the DEPARTMENT to purchase and install a Highway Lighting System on that portion of State Road No. 817 described as University Drive in Broward County, Florida,

AND WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the lighting system designated by the DEPARTMENT as Job No. 86220-6530, Road No. 817 between Sheridan Street and Griffin Road, which shall call for the adjustment, relocation and/or installation of Highway Lighting facilities along said highway,

AND WHEREAS, the DEPARTMENT and the CITY have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into a JOINT PROJECT providing for such work,

NOW, THEREFORE, the premises considered, and in consideration of the sum of One Dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. The DEPARTMENT agrees to prepare plans and specifications for the work involved, and advertise for bids for the equipment and materials. The decision as to the type and make of equipment purchased will be the DEPARTMENT'S sole responsibility.
2. All of the work on the lighting system is to be done according to the plans and specifications of the DEPARTMENT which plans and specifications are, by reference hereto, made a part hereof. The DEPARTMENT will be responsible for performing the completed installation.
3. The DEPARTMENT will provide the necessary engineering supervision to assure construction is in compliance with the plans and specifications hereinabove referred to, and will perform the final inspection of the completed project.
4. The CITY agrees that the equipment of the lighting system shall remain the property of the DEPARTMENT, and it is hereby understood and agreed that the CITY shall not, under any condition, remove the equipment which is the subject matter of this Agreement for any reason without permission and written consent of the DEPARTMENT.

5. The CITY further agrees upon completion of the installation, to assume sole responsibility for the maintenance of said lighting system in accordance with the DEPARTMENT'S policies and "Standard Specifications for Highway Lighting."

6. The CITY further agrees to be responsible for the payment of all cost for electrical power and/or other electrical charges incurred in connection with the operation of the completed lighting system.

7. The CITY hereby agrees to indemnify, defend, save, and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the CITY, its agents or employees, or due to any act or occurrence of omission or commission of the CITY, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the DEPARTMENT for its own negligence or breach of contract.

8. All services and work under the construction contract shall be performed to the satisfaction of the DEPARTMENT'S Director of Construction and he shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract for highway lighting; the prosecution and fulfillment of the services thereunder, and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes thereunder shall be final and conclusive upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
Director, of Preconstruction and Design

(SEAL)

ATTEST: [Signature]
Executive Secretary

CITY OF DAVIE, FLORIDA

BY: [Signature]
(Title: MAYOR)

(SEAL)

ATTEST: [Signature]

Approved as to Form, Legality and Execution
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: [Signature]
Assistant Attorney

A G R E E M E N T

Among

BROWARD COUNTY

and

TOWN OF DAVIE

and

HEFTLER REALTY CO.

Relating to

THE ISSUANCE OF BUILDING PERMITS
WHILE PLATTING IS IN PROGRESS

This is an Agreement among: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners;

AND

The Town of Davie, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY";

AND

HEFTLER REALTY CO., a Florida corporation, its successors and assigns, hereinafter referred to as "DEVELOPER";

W I T N E S S E T H:

WHEREAS, DEVELOPER, is the owner of a certain parcel of land, described in Exhibit "A" attached hereto and hereinafter referred to as the Estates of Stirling Lake Plat, Plat No. 15-UP-89, located south of Stirling Road, between S.W. 162nd Ave. and S.W. 166th Ave., and situated within the Town of Davie, on which parcel of land DEVELOPER contemplates the construction of 160 Single Family homes; and

WHEREAS, DEVELOPER is now desirous of obtaining building permits from the CITY so that DEVELOPER may construct single family homes hereinafter referred to as the "Improvements" within the boundaries of said Plat; and

WHEREAS, the CITY may not ordinarily issue building permits to DEVELOPER for construction of said Improvements within the boundaries of the Estates of Stirling Lake Plat, prior to recordation of said Plat; and

WHEREAS, on _____, 1989, the COUNTY authorized the issuance of building permits by the CITY to DEVELOPER for construction of said Improvements within the boundaries of the Estates of Stirling Lake Plat prior to plat recordation; and

WHEREAS, the COUNTY requested and DEVELOPER agreed that, prior to the issuance of building permits, the parties shall enter into an Agreement setting forth specific conditions applicable to the issuance of such building permits; and

WHEREAS, this Agreement will facilitate the construction of the Improvements within the boundaries of the Estates of Stirling Lake Plat by DEVELOPER in the CITY during the time that preparation for the recordation of the Plat of the property is proceeding; NOW, THEREFORE,

IN CONSIDERATION of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The COUNTY represents to the CITY that it does not object to the CITY'S issuance of building permits to DEVELOPER for construction of single family homes within the boundaries of the Estates of Stirling Lake Plat prior to the recordation of said Plat, provided that:
 - (a) no bulding permit shall be issued by CITY unless and until DEVELOPER shall document payment of the impact fees to the COUNTY which are due for construction of 160 single family homes pursuant to Chapter 5, Article IX, Broward County Code of Ordinances, the Land Development Code, and said impact fees may be estimated in those instances when the COUNTY is not able to determine actual impact fees at the time of issuance of the building permits; and
 - (b) no certificate of occupancy, which is complementary to building permits, shall be issued by CITY unless and until DEVELOPER shall record in the Official Records of Broward County said Plat which has been approved by the Broward County Board of County Commissioners; and
 - (c) conditions 2 (b) shall appear on the face of the building permits issued by the CITY.
3. The CITY agrees that any building permits issued for construction of said Improvements shall be issued in accordance with paragraphs 2 (a), 2 (b) and 2 (c), and the CITY reserves the right to evaluate DEVELOPER'S application for development permits for compliance with all existing laws, ordinances and regulations controlling the issuance of development permits for construction with the CITY. The issuance of development permits shall be left to the discretion of the CITY.
4. Nothing in this Agreement shall prejudice the COUNTY'S right to impose conditions on approval of the Plat covering the lands described herein which are required by COUNTY plat ordinances and regulations or are otherwise necessary to insure the public health, safety, and welfare of the citizens of Broward County.
5. DEVELOPER agrees not to occupy the Improvements unless and until a certificate of occupancy has been issued by the CITY.
6. In those instances when estimated impact fees are paid they shall be adjusted at the time of Plat recordation and any underpayment or overpayment shall be taken into consideration.
7. In the event DEVELOPER does not record the Estates of Stirling Lake Plat within the eighteen (18) months from the date of COUNTY approval, as required by Chapter 5, Article IX, Section 5-197 (h), or within one six-month extension of the recordation period permitted in Section 5-197 (h), DEVELOPER agrees to immediately cease all construction activities on the subject premises and shall forthwith remove the Improvements within three (3) months of the expiration of the recordation period. The COUNTY shall refund any impact fees which have been paid after the Improvements have been removed.

8. The issuance of the development permits before final recordation of the Plat shall not be considered by DEVELOPER, COUNTY, or CITY as a grant to DEVELOPER of any vested right whatsoever for the use, occupancy, or completion of the construction of Improvements within the boundaries of the Estates of Stirling Lake Plat, nor shall the COUNTY or CITY be deemed estopped from enforcing the terms of this Agreement because of the issuance of the building permits.
9. This Agreement shall be recorded in the Public Records of Broward County, Florida, at the DEVELOPER'S expense. Recordation of the Estates of Stirling Lake Plat shall be an automatic release of the obligations of DEVELOPER set forth herein.
10. No building permits for homes shall be issued pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 1989, and the TOWN OF DAVIE, signing by and through its Mayor, duly authorized to execute same, and HEFTLER REALTY CO., signing by and through its Vice President, Thomas Iglesias, and Secretary, Roger Heftler, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of the
Board of County
Commissioners of Broward
County, Florida

By: _____
Nicki E. Grossman, Chairman
____ day of _____, 1989.

AGREEMENT AMONG BROWARD COUNTY AND TOWN OF DAVIE AND HEFTLER REALTY CO. RELATING TO THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN PROGRESS

Approved as to form and legality by
Office of County Attorney
Broward County, Florida
_____, County Attorney
Governmental Center, Suite #423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600

By: _____
Assistant County Attorney

TOWN OF DAVIE

WITNESSES:

Barbara Bergamini BY: Roberto D. Jirón
Conchita Zaldívar Mayor
16th day of August, 1989

ATTEST:

John Mearns
Town Manager
John Mearns
16th day of August, 1989

(TOWN SEAL)



APPROVED AS TO FORM:

By: [Signature]
Town Attorney

EXHIBIT "A"

DESCRIPTION:

TRACTS 10 THROUGH 13, BOTH INCLUSIVE, LESS THE SOUTHERLY 13.30 FEET OF THE EAST ONE-HALF (E 1/2) OF TRACT 10; THE WEST ONE-HALF (W 1/2) OF TRACTS 1 THROUGH 8, BOTH INCLUSIVE; ALL IN THE SUBDIVISION OF FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 IN SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LESS AND EXCEPTING FROM SAID LANDS THE NORTH 55 FEET OF TRACT 1 DEEDED TO BROWARD COUNTY FOR ROAD RIGHT-OF-WAY BY WARRANTY DEED DATED SEPTEMBER 15, 1986, RECORDED NOVEMBER 5, 1986, IN OFFICIAL RECORDS BOOK 13875, AT PAGE 134, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LAND SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 3435708 SQUARE FEET (78.8730 ACRES) MORE OR LESS.

RESOLUTION NO. R-91-96

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR OPERATION AND MAINTENANCE OF STREET LIGHTING TO BE INSTALLED ON GRIFFIN ROAD.

WHEREAS, it is in the best interest of the Town of Davie, Florida, to enter into an agreement with the Florida Department of Transportation for Operation and Maintenance of street lighting to be installed on Griffin Road; and

WHEREAS, the Town desires to authorize execution of said agreement, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor to execute, on behalf of the Town of Davie, an agreement with the Florida Department of Transportation, said agreement is attached hereto, labeled as "Exhibit A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 3rd DAY OF April, 1991.



MAYOR/COUNCILMEMBER

Attest:



TOWN CLERK

APPROVED THIS 3rd DAY OF April, 1991

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PROJECT AGREEMENT
HIGHWAY LIGHTING
(Municipal)

WPI NO.	SECTION NO.	STATE ROAD	COUNTY NAME	PAR & JOB NO.	FAP NO.
4110747	86015-6510	818	Broward	N/A	M-6692-(4)

THIS AGREEMENT, made and entered into this 1st day of May 1991, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and the CITY of Davie, a municipal corporation, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the CITY by Resolution adopted on 4/3/91, has requested the DEPARTMENT to purchase and install a Highway Lighting System on that portion of State Road No. 818 (Griffin Road) described as from West of S.R. 817 to East of 100th Avenue in Broward County, Florida.

AND WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the lighting system designated by the DEPARTMENT as Job No. 86015-6510, Road No. 818 from West of S.R. 817 to Town Limits East of 100th Avenue, which shall call for the adjustment, relocation and/or installation of Highway Lighting facilities along said highway,

AND WHEREAS, the DEPARTMENT and the CITY have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into a JOINT PROJECT providing for such work,

NOW, THEREFORE, the premises considered, and in consideration of the sum of One Dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. The DEPARTMENT agrees to prepare plans and specifications for the work involved, and advertise for bids for the equipment and materials. The decision as to the type and make of equipment purchased will be the DEPARTMENT's sole responsibility.
2. All of the work on the lighting system is to be done according to the plans and specifications of the DEPARTMENT which plans and specifications are, by reference hereto, made a part hereof. The DEPARTMENT will be responsible for performing the completed installation.

3. The DEPARTMENT will provide the necessary engineering supervision to assure construction is in compliance with the plans and specifications hereinabove referred to, and will perform the final inspection of the completed project.

4. The CITY agrees that the equipment of the lighting system shall remain the property of the DEPARTMENT, and it is hereby understood and agreed that the CITY shall not, under any condition, remove the equipment which is the subject matter of the Agreement for any reason without permission and written consent of the DEPARTMENT.

5. The CITY further agrees upon completion of the installation, to assume sole responsibility for the maintenance of said lighting system in accordance with the DEPARTMENT's policies and "Standard Specifications for Highway Lighting".

6. The CITY further agrees to be responsible for the payment of all cost for electrical power and/or other electrical charges incurred in connection with the operation of the completed lighting system.

7. The CITY covenants and agrees that it will indemnify and hold harmless, to the extent provided by Florida Statutes 768.28, the DEPARTMENT and all of DEPARTMENT's officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by CITY during the performance of the contract, whether direct or indirect, and whether to any person or property to which DEPARTMENT or said parties may be subject, except that neither CITY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of DEPARTMENT or any of its officers, agents or employees.

8. All services and work under the construction contract shall be performed to the satisfaction of the DEPARTMENT's Director of Construction and he shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract of highway lighting; the prosecution and fulfillment of the services thereunder, and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes thereunder shall be final and conclusive upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

MUNICIPALITY: TOWN OF DAVIE

BY: [Signature]
(Title: MAYOR)

(SEAL)



ATTEST: [Signature]
(Title: TOWN CLERK)

4/3/91

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: [Signature] 5/1/91
(Title: District Secretary)

(SEAL)

ATTEST: [Signature]
Executive Secretary

5/1/91

Legal Review: Date: 4/30/91

BY: [Signature]
ATTORNEY - FDOT

APPROVED
By: [Signature]

Date: 4-26-91
Utilities Office

RESOLUTION NO. R-91-121

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR OPERATION AND MAINTENANCE OF STREET LIGHTING TO BE INSTALLED ON UNIVERSITY DRIVE AT GRIFFIN ROAD AND ORANGE DRIVE.

WHEREAS, it is in the best interest of the Town of Davie, Florida, to enter into an agreement with the Florida Department of Transportation for Operation and Maintenance of street lighting to be installed on on University Drive at Griffin Road and Orange Drive; and

WHEREAS, the Town desires to authorize execution of said agreement, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor to execute, on behalf of the Town of Davie, an agreement with the Florida Department of Transportation, said agreement is attached hereto, labeled as "Exhibit A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 1st DAY OF MAY, 1991.


MAYOR/COUNCILMEMBER

Attest:


TOWN CLERK

APPROVED THIS 1st DAY OF MAY, 1991

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF PRECONSTRUCTION AND DESIGN
**JOINT PROJECT AGREEMENT
HIGHWAY LIGHTING
(Municipal)**

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.
86	220	6538	817	Broward	N/A

THIS AGREEMENT, made and entered into this 8 day of August, 1991, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the DEPARTMENT, and the CITY OF Davie, Florida, a municipal corporation, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the CITY by Resolution adopted on May 1, 1991, has requested the DEPARTMENT to purchase and install a Highway Lighting System on that portion of State Road No. 817 described as @ and in the vicinity of Griffin Rd and Orange Drive (Section 86220-6538) in Broward County, Florida,

AND WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the lighting system designated by the DEPARTMENT as Job No. 86220-6538, Road No. 817 between Griffin Rd and Orange Dr, which shall call for the adjustment, relocation and/or installation of Highway Lighting facilities along said highway,

AND WHEREAS, the DEPARTMENT and the CITY have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into a JOINT PROJECT providing for such work,

NOW, THEREFORE, the premises considered, and in consideration of the sum of One Dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. The DEPARTMENT agrees to prepare plans and specifications for the work involved, and advertise for bids for the equipment and materials. The decision as to the type and make of equipment purchased will be the DEPARTMENT'S sole responsibility.

2. All of the work on the lighting system is to be done according to the plans and specifications of the DEPARTMENT which plans and specifications are, by reference hereto, made a part hereof. The DEPARTMENT will be responsible for performing the completed installation.

3. The DEPARTMENT will provide the necessary engineering supervision to assure construction is in compliance with the plans and specifications hereinabove referred to, and will perform the final inspection of the completed project.

4. The CITY agrees that the equipment of the lighting system shall remain the property of the DEPARTMENT, and it is hereby understood and agreed that the CITY shall not, under any condition, remove the equipment which is the subject matter of this Agreement for any reason without permission and written consent of the DEPARTMENT.

5. The CITY further agrees upon completion of the installation, to assume sole responsibility for the maintenance of said lighting system in accordance with the DEPARTMENT'S policies and "Standard Specifications for Highway Lighting."

6. The CITY further agrees to be responsible for the payment of all cost for electrical power and/or other electrical charges incurred in connection with the operation of the completed lighting system.

7. The CITY hereby agrees to indemnify, defend, save, and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the CITY, its agents or employees, or due to any act or occurrence of omission or commission of the CITY, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the DEPARTMENT for its own negligence or breach of contract.

8. All services and work under the construction contract shall be performed to the satisfaction of the DEPARTMENT'S Director of Construction and he shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract for highway lighting; the prosecution and fulfillment of the services thereunder, and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes thereunder shall be final and conclusive upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: *Rich Chason*
Director, of Preconstruction and Design

(SEAL)

ATTEST: *Tracey Phillips*
Executive Secretary

CITY OF Town of Davie, FLORIDA

BY: *Jan Kovac* 5/1/91
(Title: Mayor)

(SEAL)

ATTEST: *Jill P. [Signature]*

Approved as to Form, ~~Legality and Execution~~
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: *Haru Kame*
Assistant Attorney

RESOLUTION NO. R-91-280

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR OPERATION AND MAINTENANCE OF STREET LIGHTING TO BE INSTALLED ON ORANGE DRIVE

WHEREAS, it is in the best interest of the Town of Davie, Florida, to enter into an agreement with the Florida Department of Transportation for Operation and Maintenance of street lighting to be installed on Orange Drive; and

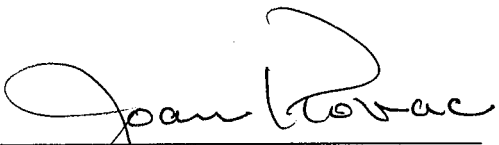
WHEREAS, the Town desires to authorize execution of said agreement, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor to execute, on behalf of the Town of Davie, an agreement with the Florida Department of Transportation, said agreement is attached hereto, labeled as "Exhibit A".


SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 4th DAY OF December, 1991



MAYOR/COUNCILMEMBER

ATTEST:



TOWN CLERK

APPROVED THIS 4th DAY OF December, 1991

EXHIBIT "A"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PROJECT AGREEMENT
HIGHWAY LIGHTING
(Municipal)

WPI NO.	SECTION NO.	STATE ROAD	COUNTY NAME	PAR & JOB NO.	FAP NO.
4140937	86095	3491	Broward	1 - NA	I-595-1(417)8

THIS AGREEMENT, made and entered into this 4th day of December, 1991, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and the CITY of Town of Davie, a municipal corporation, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the CITY by Resolution adopted on 4th of Dec. 1991, has requested the DEPARTMENT to purchase and install a Highway Lighting System on that portion of State Road No. N/A described as Orange Drive in Broward County, Florida.

AND WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the lighting system designated by the DEPARTMENT as Job No. 86095-3491, ~~Road No. Orange Drive~~ from West of Turnpike (SR-91) to West of US 441 (SR-7), which shall call for the adjustment, relocation and/or installation of Highway Lighting facilities along said highway,

AND WHEREAS, the DEPARTMENT and the CITY have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into a JOINT PROJECT providing for such work,

NOW, THEREFORE, the premises considered, and in consideration of the sum of One Dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. The DEPARTMENT agrees to prepare plans and specifications for the work involved, and advertise for bids for the equipment and materials. The decision as to the type and make of equipment purchased will be the DEPARTMENT's sole responsibility.

2. All of the work on the lighting system is to be done according to the plans and specifications of the DEPARTMENT which plans and specifications are, by reference hereto, made a part hereof. The DEPARTMENT will be responsible for performing the completed installation.

3. The DEPARTMENT will provide the necessary engineering supervision to assure construction is in compliance with the plans and specifications hereinabove referred to, and will perform the final inspection of the completed project.

4. The CITY agrees that the equipment of the lighting system shall become the property of the CITY. ~~and it is hereby understood and agreed that the CITY shall not under any condition remove the equipment which is the subject matter of this Agreement for any reason without permission and written consent of the DEPARTMENT.~~

5. The CITY further agrees upon completion of the installation, to assume sole responsibility for the maintenance of said lighting system in accordance with the DEPARTMENT's policies and "Standard Specifications for Highway Lighting."

6. The CITY further agrees to be responsible for the payment of all cost for electrical power and/or other electrical charges incurred in connection with the operation of the completed lighting system.

7. The CITY covenants and agrees that it will indemnify and hold harmless to the extent provided by Florida Statutes 768.28, DEPARTMENT and all of DEPARTMENT's officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by CITY during the performance of the contract, whether direct or indirect, and whether to any person or property sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of DEPARTMENT or any of its officers, agents or employees.

8. All services and work under the construction contract shall be performed to the satisfaction of the DEPARTMENT's Director of Construction and he shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract for highway lighting; the prosecution and fulfillment of the services thereunder, and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes thereunder shall be final and conclusive upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officer, and their official seals hereto affixed, the day and year first above written.

MUNICIPALITY: Town of Davie

BY: [Signature]

(SEAL)

Title: MAYOR

ATTEST: [Signature]

Title: Town Clerk

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____

(SEAL)

Title: _____

ATTEST: _____
Executive Secretary

Legal Review: Date: _____

BY: _____
Attorney - FDOT

REVIEWED

BY: _____

DATE: _____
Utilities Office

RESOLUTION NO. R-91-281

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR OPERATION AND MAINTENANCE OF STREET LIGHTING TO BE INSTALLED ON GRIFFIN ROAD.

WHEREAS, it is in the best interest of the Town of Davie, Florida, to enter into an agreement with the Florida Department of Transportation for Operation and Maintenance of street lighting to be installed on Griffin Road; and

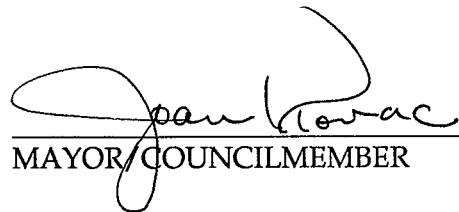
WHEREAS, the Town desires to authorize execution of said agreement, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.


SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor to execute, on behalf of the Town of Davie, an agreement with the Florida Department of Transportation, said agreement is attached hereto, labeled as "Exhibit A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 4th DAY OF December, 1991


MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 4th DAY OF December, 1991

EXHIBIT "A"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PROJECT AGREEMENT
HIGHWAY LIGHTING
(Municipal)

WPI NO.	SECTION NO.	STATE ROAD	COUNTY NAME	PAR & JOB NO.	FAP NO.
4140937	86095	3491	Broward	1 - NA	I-595-1(417)8

THIS AGREEMENT, made and entered into this 4th day of December, 19 , by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and the CITY of Town of Davie, a municipal corporation, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the CITY by Resolution adopted on 4th of Dec. 1991, has requested the DEPARTMENT to purchase and install a Highway Lighting System on that portion of State Road No. 818 described as Griffin Road in Broward County, Florida.

AND WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the lighting system designated by the DEPARTMENT as Job No. 86095-3491, Road No. 818 from West of Fla. Turnpike(SR-91) to West of US 441 (SR-7), which shall call for the adjustment, relocation and/or installation of Highway Lighting facilities along said highway,

AND WHEREAS, the DEPARTMENT and the CITY have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into a JOINT PROJECT providing for such work,

NOW, THEREFORE, the premises considered, and in consideration of the sum of One Dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. The DEPARTMENT agrees to prepare plans and specifications for the work involved, and advertise for bids for the equipment and materials. The decision as to the type and make of equipment purchased will be the DEPARTMENT's sole responsibility.

2. All of the work on the lighting system is to be done according to the plans and specifications of the DEPARTMENT which plans and specifications are, by reference hereto, made a part hereof. The DEPARTMENT will be responsible for performing the completed installation.

3. The DEPARTMENT will provide the necessary engineering supervision to assure construction is in compliance with the plans and specifications hereinabove referred to, and will perform the final inspection of the completed project.

4. The CITY agrees that the equipment of the lighting system shall remain the property of the DEPARTMENT, and it is hereby understood and agreed that the CITY shall not, under any condition, remove the equipment which is the subject matter of this Agreement for any reason without permission and written consent of the DEPARTMENT.

5. The CITY further agrees upon completion of the installation, to assume sole responsibility for the maintenance of said lighting system in accordance with the DEPARTMENT's policies and "Standard Specifications for Highway Lighting."

6. The CITY further agrees to be responsible for the payment of all cost for electrical power and/or other electrical charges incurred in connection with the operation of the completed lighting system.

7. The CITY covenants and agrees that it will indemnify and hold harmless to the extent provided by Florida Statutes 768.28, DEPARTMENT and all of DEPARTMENT's officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by CITY during the performance of the contract, whether direct or indirect, and whether to any person or property sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of DEPARTMENT or any of its officers, agents or employees.

8. All services and work under the construction contract shall be performed to the satisfaction of the DEPARTMENT's Director of Construction and he shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract for highway lighting; the prosecution and fulfillment of the services thereunder, and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes thereunder shall be final and conclusive upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officer, and their official seals hereto affixed, the day and year first above written.

MUNICIPALITY: Town of Davie

BY: *Joan Kovac* (SEAL)

Title: MAYOR

ATTEST: *Joseph J. ...*

Title: Town Clerk

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____ (SEAL)

Title: _____

ATTEST: _____
Executive Secretary

Legal Review: Date: _____

BY: _____
Attorney - FDOT

REVIEWED

BY: _____

DATE: _____
Utilities Office

RESOLUTION R-97-409

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO AN AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY LIGHTING ON GRIFFIN ROAD FROM UNIVERSITY DRIVE TO STATE ROAD 7 WITHIN THE TOWN OF DAVIE AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SUCH DOCUMENT.

WHEREAS, it is considered in the best interest of the Town of Davie, Florida, to enter into an agreement with the Florida Department of Transportation providing for highway lighting and maintenance for Griffin Road from University Drive to State Road 7; and

WHEREAS, the Town desires to authorize execution of said agreement, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the appropriate Town officials to execute the Agreement with Florida Department of Transportation, a copy of which is attached hereto as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.
PASSED AND ADOPTED THIS 14th DAY OF November, 1997.


MAYOR/COUNCILMEMBER

ATTEST:

Barbara Bergamine
a557 TOWN CLERK

APPROVED THIS 14th DAY OF November, 1997.

12/88

Page 1 of 3

RECEIVED

MAR 25 1998

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PROJECT AGREEMENT
HIGHWAY LIGHTING
(Municipal)

WPI #	SECTION #	STATE RD.	COUNTY NAME	PAR & JOB NO.	FAP NO.
4110571	86015	818	Broward	6506	N/A

THIS AGREEMENT, made and entered into this 2nd day of April, 1998, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and the Town of Davie, a municipal corporation, hereinafter referred to as the Town.

WITNESSETH:

WHEREAS, the Town by Resolution adopted on November 19, 1997, has requested the DEPARTMENT to purchase and install a Highway Lighting System on that portion of State Road No. 818 described as Griffin Road in BROWARD County, Florida.

AND WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the lighting system designated by the DEPARTMENT as Job No. 86015-3506, Road No. 818 from Griffin Road to State Road 7, which shall call for the adjustment, relocation and/or installation of Highway Lighting facilities along said highway,

AND WHEREAS, the DEPARTMENT and the Town have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into a JOINT PROJECT providing for such work,

NOW, THEREFORE, the premises considered, and in consideration of the sum of One Dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. The DEPARTMENT agrees to prepare plans and specifications for the work involved, and advertise for bids for the equipment and materials. The decision as to the type and make of equipment purchased will be the DEPARTMENT's sole responsibility.

3. The DEPARTMENT will provide the necessary engineering supervision to assure construction is in compliance with the plans and specifications hereinabove referred to, and will perform the final inspection of the completed project.

4. The Town agrees that the equipment of the lighting system shall remain the property of the DEPARTMENT, and it is hereby understood and agreed that the Town shall not, under any condition, remove the equipment which is the subject matter of this Agreement for any reason without permission and written consent of the DEPARTMENT.

5. The Town further agrees upon completion of the installation, to assume sole responsibility for the maintenance of said lighting system in accordance with the DEPARTMENT's policies and "Standard Specifications for Highway Lighting."

6. The Town further agrees to be responsible for the payment of all cost for electrical power and/or other electrical charges incurred in connection with the operation of the completed lighting system.

7. The Town covenants and agrees that it will indemnify and hold harmless to the extent provided by Florida Statutes Section 768.28, DEPARTMENT and all of DEPARTMENT's officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by Town during the performance of the contract, whether direct or indirect, and whether to any person or property to which Department or said parties may be subject, except that neither Town nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of DEPARTMENT or any of its officers, agents or employees.

8. All services and work under the construction contract shall be performed to the satisfaction of the DEPARTMENT's Director of Construction and he shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract for highway lighting; the prosecution and fulfillment of the services thereunder, and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes thereunder shall be final and conclusive upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officer, and their official seals hereto affixed, the day and year first above written.

MUNICIPALITY: Davie

BY: [Signature]

(SEAL)

Title: Mayor

ATTEST: Barbara Bergamini

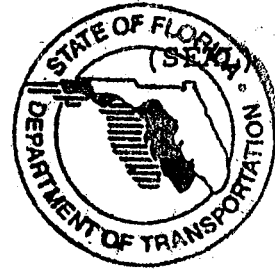
Title: Asst Town Clerk

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: [Signature]

Title: District Secretary

ATTEST: [Signature]
Executive Secretary



Legal Review: Date: _____

BY: [Signature]
Attorney - FDOT

REVIEWED

BY: [Signature]

DATE: 3-25-98
Utilities Office

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PROJECT AGREEMENT
HIGHWAY LIGHTING
(Municipal)

WPI #	SECTION #	STATE RD.	COUNTY NAME	PAR & JOB NO.	FAP NO.
4110571	86015	818	Broward	6506	N/A

THIS AGREEMENT, made and entered into this _____ day of _____, 19_____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and the Town of Davie, a municipal corporation, hereinafter referred to as the Town.

WITNESSETH:

WHEREAS, the Town by Resolution adopted on _____, has requested the DEPARTMENT to purchase and install a Highway Lighting System on that portion of State Road No. 818 described as Griffin Road in BROWARD County, Florida.

AND WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the lighting system designated by the DEPARTMENT as Job No. 86015-3506, Road No. 818 from Griffin Road to State Road 7, which shall call for the adjustment, relocation and/or installation of Highway Lighting facilities along said highway,

AND WHEREAS, the DEPARTMENT and the Town have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into a JOINT PROJECT providing for such work,

NOW, THEREFORE, the premises considered, and in consideration of the sum of One Dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. The DEPARTMENT agrees to prepare plans and specifications for the work involved, and advertise for bids for the equipment and materials. The decision as to the type and make of equipment purchased will be the DEPARTMENT'S sole responsibility.

3. The DEPARTMENT will provide the necessary engineering supervision to assure construction is in compliance with the plans and specifications hereinabove referred to, and will perform the final inspection of the completed project.

4. The Town agrees that the equipment of the lighting system shall remain the property of the DEPARTMENT, and it is hereby understood and agreed that the Town shall not, under any condition, remove the equipment which is the subject matter of this Agreement for any reason without permission and written consent of the DEPARTMENT.

5. The Town further agrees upon completion of the installation, to assume sole responsibility for the maintenance of said lighting system in accordance with the DEPARTMENT's policies and "Standard Specifications for Highway Lighting."

6. The Town further agrees to be responsible for the payment of all cost for electrical power and/or other electrical charges incurred in connection with the operation of the completed lighting system.

7. The Town covenants and agrees that it will indemnify and hold harmless to the extent provided by Florida Statutes Section 768.28, DEPARTMENT and all of DEPARTMENT's officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by Town during the performance of the contract, whether direct or indirect, and whether to any person or property to which Department or said parties may be subject, except that neither Town nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of DEPARTMENT or any of its officers, agents or employees.

8. All services and work under the construction contract shall be performed to the satisfaction of the DEPARTMENT's Director of Construction and he shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract for highway lighting; the prosecution and fulfillment of the services thereunder, and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes thereunder shall be final and conclusive upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officer, and their official seals hereto affixed, the day and year first above written.

MUNICIPALITY: Davie

BY: [Signature]

(SEAL)

Title: Mayor

ATTEST: Barbara Bergamini

Title: Asst Town Clerk

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____

(SEAL)

Title: _____

ATTEST: Executive Secretary

Legal Review: Date: _____

BY: Attorney - FDOT

REVIEWED

BY: _____

DATE: Utilities Office

RESOLUTION R-2000-275

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO ENTER INTO AN AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY LIGHTING ON GRIFFIN ROAD FROM UNIVERSITY DRIVE TO WESTERN TOWN LIMITS, WITHIN THE TOWN OF DAVIE AND BRIDGE W, OUTSIDE THE TOWN LIMITS, AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SUCH DOCUMENT.

WHEREAS, it is in the best interest of the Town of Davie, Florida, to enter into an agreement with the Florida Department of Transportation providing for highway lighting and maintenance for Griffin Road from University Drive to the Western Town limits, within the Town of Davie, and Bridge W, outside the Town limits; and

WHEREAS, the Town desires to authorize execution of said agreement, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the appropriate Town officials to execute the Agreement with Florida Department of Transportation, a copy of which is attached hereto as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 15th DAY OF November, 2000.



MAYOR/COUNCILMEMBER

ATTEST:


acting TOWN CLERK

APPROVED THIS 15th DAY OF November, 2000.



Florida Department of Transportation

JEB BUSH
GOVERNOR

UTILITIES DEPARTMENT
3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309
Telephone (954) 777-4125 / FAX (954) 777-4261

THOMAS F. BARRY, JR.
SECRETARY

November 28, 2000

Ms. Barbara McDaniel
Acting Town Clerk
Town of Davie Engineering Department
6591 Orange Drive
Davie, FL 33314-3399

Dear Ms. McDaniel:

Re: EXECUTED LIGHTING AGREEMENT

State Road No.: 818
Financial Project No.: 227882-1-52-01
State Project No.: 86015-6510
County: Broward
Description: From east of 100th Avenue to east of University Drive

Enclosed is an originally executed Roadway Lighting System Maintenance Agreement for your use and file.

As you know you the Town of Davie will be responsible for energy costs and maintenance once the system is accepted from the DOT Contractor.

Thank you for your cooperation in this matter.

Sincerely,


Anne V. Endsley
Utility Coordinator

AVE:bss
Enclosure

cc: Bernard Freeman, Design; John Olson, Project Manager; Bob Hepler, FPL; Barbara Ray, Res. Maintenance Engineer; Bonnie Swierski; File

R-2000-275

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY LIGHTING SYSTEM MAINTENANCE AGREEMENT

Form No. 710-010-52
Utilities
Rev 03/00

Financial Project ID: 227882-1-52-01	Federal Project ID: N / A
Work Program Item No. (old): 4110747	County/Section No: Broward / 86015
State Job No. (old): 86015-6510	District Document No:

THIS AGREEMENT, entered into this 17th day of November year of 2000, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT," and the TOWN OF DAVIE, hereinafter referred to as the "MAINTAINING AGENCY" / "UTILITY AGENCY OWNER" (UAO);

WITNESSETH:

WHEREAS, there exists or is about to be installed on the state highway system a lighting system more particularly described in Exhibit A attached hereto, and by this reference made a part hereof, hereinafter referred to as the "Roadway Lighting System"; and;

WHEREAS, the FDOT and the MAINTAINING AGENCY desire to enter into an agreement pursuant to the provisions of Rule Chapter 14-64 of the Florida Administrative Code providing for the maintenance of the Roadway Lighting System;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the MAINTAINING AGENCY hereby agree as follows:

1. Maintenance of the Roadway Lighting System

- a. The MAINTAINING AGENCY shall, at its sole cost and expense, maintain the roadway Lighting System throughout its expected useful life.
- b. In maintaining the Roadway Lighting System, the MAINTAINING AGENCY shall perform all activities necessary to keep the Roadway Lighting System fully and properly functioning at all times for its normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Roadway Lighting System (including the poles and any and all other component parts installed as part of the Roadway Lighting System), and the locating of facilities as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
 - (1) Roadway and Roadside Maintenance Procedure, Topic No. 850-000-015;
 - (2) Manual of Uniform Traffic Control Devices and Safe Procedures for Streets and Highway Construction; and
 - (3) All other applicable local, state or Federal laws, rules resolution, or ordinances and FDOT procedures.

2. Operating Costs

In addition to the costs of maintaining the Roadway Lighting System, the MAINTAINING AGENCY shall be responsible for all costs of operating the Roadway Lighting System, including, but not limited to, all costs of electrical power consumed by the Roadway Lighting System and all other electrical charges.

3. Record Keeping

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY LIGHTING SYSTEM MAINTENANCE AGREEMENT

Form No. 710-010-52
Utilities
Rev. 03/00

The **MAINTAINING AGENCY** shall keep records of all activities performed and costs expended pursuant to this Agreement. The records shall be kept in such format as is approved by the **FDOT**. All such records shall be deemed to be public records subject to the provisions of Chapter 119, Florida Statutes.

4. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by the **FDOT** or the public.
- b. Suspend the issuance of further permits to the **MAINTAINING AGENCY** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
- c. Pursue any other remedies legally available.
- d. Perform any work with its own forces or through contractors and seek repayment for the cost thereof from the **MAINTAINING AGENCY**.
- e. Require the **MAINTAINING AGENCY** to remove the Roadway Lighting System at the **MAINTAINING AGENCY's** sole cost and expense.

5. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY LIGHTING SYSTEM MAINTENANCE AGREEMENT

Form No. 710-010-52
Utilities
Rev. 03/00

its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **MAINTAINING AGENCY** and the **FDOT** may have entered into joint agreements for Utility Work to be performed by **FDOT's** highway contractor. To the extent that such a joint agreement exists, this Agreement shall not apply to Facilities covered by the joint agreement. Copies of **FDOT** manuals, policies, and procedures will be provided to the **MAINTAINING AGENCY** upon request.
- b. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- c. Time is of the essence in the performance of all obligations under this Agreement.
- d. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **MAINTAINING AGENCY**:

Town Engineer
Town of Davie, Engineering Department
6591 Orange Drive
Davie FL 33314-3399

If to the **FDOT**:

Alaa El-Halwagy, Resident Engineer
5548 N.W. 9th Avenue
Ft. Lauderdale, FL 33309 (954) 776-4300

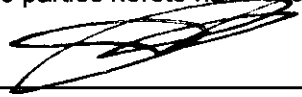
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY LIGHTING SYSTEM MAINTENANCE AGREEMENT

Form No. 710-010-52
Utilities
Rev. 03/00

8. Certification

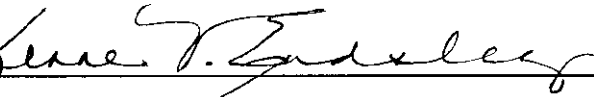
This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes To Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY:  _____

Recommend Approval by the District Utility Office

DATE: 11-16-2000

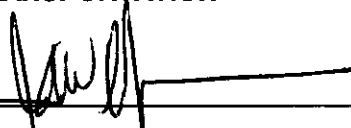
BY: (Signature)  _____
(Typed Name: Anne V. Endsley)

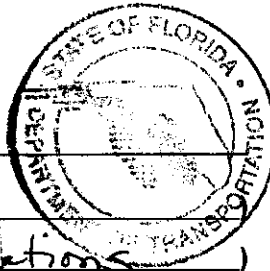
FDOT Legal Review

BY: (Signature)  _____
District Counsel

DATE: 11-17-00

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature)  _____
(Typed Name: James A Wolfe)
(Typed Title: Director of Operations)



DATE: 11/17/00

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____
(Typed Name: _____)

DATE: _____

EXHIBIT "A"

This Roadway Maintenance Lighting Agreement pertains to that part of the roadway lighting system only within the Town limits of the Town of Davie which is described as from the centerline of Pine Island Road to University Drive, plus Bridge "W" (said Bridge "W" being approximately 500 feet west of Pine Island Road). This Agreement specifically does not pertain to or include any obligations, costs or expenses of any kind or nature concerning any and all parts of the roadway lighting system not within the Town of Davie, and specific reference is made that this Roadway Maintenance Lighting Agreement does not include any obligations, costs or expenses concerning the area from Southwest 100th Avenue to the centerline of Pine Island Road. It is the responsibility of FDOT to properly meter the lighting system so that the Town of Davie only is responsible for the costs of operating the Roadway Lighting System within the Town of Davie; including, but not limited to, the electrical power consumed between the centerline of Pine Island Road to University Drive, plus Bridge "W", and the Town of Davie has no obligation for the costs of operating the Roadway Lighting System, including, but not limited to, the payment of the electrical power costs unless there is a separation of the lighting system as to that part of the lighting system within the Town of Davie and that part of the system not within the Town of Davie.

RESOLUTION NO. R-2003-18

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, REQUESTING THE METROPOLITAN PLANNING ORGANIZATION (MPO) AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO INCORPORATE FUNDING FOR DECORATIVE LIGHTING ALONG FLAMINGO ROAD FROM ORANGE DRIVE TO STATE ROAD 84 WITHIN FDOT RIGHTS-OF-WAY WITHIN TOWN LIMITS

WHEREAS, the MPO and FDOT has had decorative lighting installations approved along the Flamingo Road corridor within the cities of Pembroke Pines and Cooper City; and

WHEREAS, the Town of Davie would welcome the continuation of this project along Flamingo Road within the Town boundaries; and

WHEREAS, the Town feels that the decorative lights and illumination improvements would benefit the Town and its residents alike.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. That the Town requests the MPO and FDOT to consider the Town of Davie request for decorative lighting installation along the Flamingo Road right-of-way and that this request be included within the MPO five (5) year work plan.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED 15th DAY OF January, 2003



MAYOR/COUNCIL MEMBER

Attest:



TOWN CLERK

APPROVED THIS 15th DAY OF January, 2003

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members
FROM/PHONE: Bruce Bernard, Director, Public Works/Capital Projects (954) 797-1240
SUBJECT: Resolution
AFFECTED DISTRICT: All

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, REQUESTING THE METROPOLITAN PLANNING ORGANIZATION (MPO) AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO INCORPORATE FUNDING FOR DECORATIVE LIGHTING ALONG FLAMINGO ROAD FROM ORANGE DRIVE TO STATE ROAD 84 WITHIN FDOT RIGHTS-OF-WAY WITHIN TOWN LIMITS

REPORT IN BRIEF: This resolution is requesting that the Town be included in the five (5) year funding plan for the MPO for decorative lighting installation along the Flamingo Road corridor within the Town limits.

PREVIOUS ACTIONS: FDOT and MPO has previously approved lighting installation along Flamingo Road corridor in Pembroke Pines and Cooper City.

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? N/A

If yes, expected cost: N/A

Account Name: N/A

If no, amount needed: N/A

What account will funds be appropriated from: N/A

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution

Item No.

7.12

RESOLUTION R-2004-71

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie currently operates and maintains lighting on the State Highway System and;

WHEREAS, the Florida Department of Transportation (FDOT) is requesting the Town of Davie maintain all three hundred eighty two (382) street lights currently located within the Town's jurisdictional boundaries, as well as any added in the future; and

WHEREAS, the Florida Department of Transportation (FDOT) proposes to pay the Town of Davie a lump sum of \$29,201.06 for these services in the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

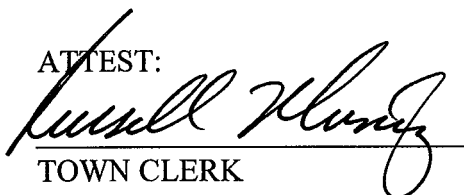
SECTION 1. The Town Council does hereby authorize the Mayor to execute the "State Highway Lighting, Maintenance, and Compensation Agreement" with the "Changes to Form Document" and exhibits.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 21st DAY OF April, 2003.



MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 21st DAY OF April,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
AGREEMENT**

710-010-30
UTILITIES
10/03
Page 1 of 5

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **TOWN OF DAVIE**, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH:

WHEREAS, the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System, and the **FDOT** is authorized under Sections 334.044, Florida Statutes and 335.055, Florida Statutes to enter into this Agreement; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of the **FDOT**, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
 - (1) Manual of Uniform Traffic Control Devices; and,
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of an **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain shall commence upon the **MAINTAINING AGENCY's** receipt of notification from the **FDOT** that the **FDOT** has finally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** shall not be required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to any acceptance by the **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s) and the **FDOT** agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the **FDOT** and the **MAINTAINING AGENCY**.

**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
AGREEMENT**

- e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

2. Compensation and Payment

- a. The **FDOT** agrees to pay to the **MAINTAINING AGENCY** a lump sum of \$ 29,201.06 for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be **FDOT's** fiscal year).
- b. For each future fiscal year, the **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. The **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The Work Order shall be an **FDOT** signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, And Compensation Agreement Work Order." The Work Order shall reflect the contract number, financial project number, FEID No. of the Maintaining Agency, the fiscal year, and the lump sum amount to be paid for the fiscal year indicated. The Work Order shall be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. No payment will be made on Work Orders which are not properly signed and returned to **FDOT** prior to performing services.
- c. Invoices may be submitted anytime after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of said fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof.
- d. Payment shall be made in accordance with Section 215.422, Florida Statutes.
- e. Bills for fees or other compensation for services or expenses shall be submitted in a format acceptable to the **FDOT** and in detail sufficient for a proper pre-audit and post-audit thereof.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by the **FDOT**.

Records shall be maintained and made available upon request to the **FDOT** at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the **FDOT** upon request.

4. Invoicing

Upon receipt, the **FDOT** has five (5) working days to inspect and approve the goods and services. The **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
AGREEMENT**

The **FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the Comptroller of the **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

The **FDOT** will provide a copy of the statement referenced above to the **MAINTAINING AGENCY**.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by the **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from the **FDOT** of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. The **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING 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 **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. Time is of the essence in the performance of all obligations under this Agreement.

**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
AGREEMENT**

- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

MAINTAINING AGENCY:

TOWN ADMINISTRATOR

TOWN OF DAVIE

6591 ORANGE DRIVE

DAVIE, FL 33314

FDOT:

DISTRICT MAINTENANCE ENGINEER

3400 WEST COMMERCIAL BOULEVARD

FT. LAUDERDALE, FL 33309

- g. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** 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.
- h. 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.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

TOWN OF DAVIE

Changes To Form Document

The Town of Davie approves the State Highway Lighting, Maintenance, and Compensation Agreement with the below noted changes:

1. Maintenance of Facilities

- a. The Maintaining Agency shall maintain all the lighting ~~now~~ listed on "Exhibit B" or hereafter located on State Highway System within the jurisdictional boundaries of the maintaining agency hereinafter referred to as the "Facilities", throughout ~~its expected useful life~~ the length of this agreement.

For the purposes of this Agreement, the term "Facilities" shall be deemed To include, but not necessarily limited to, lighting for roadways, as well as Park and ride, pedestrian overpasses, and recreational areas owned by or Located on the property of the **FDOT**, but shall exclude those systems listed in "Exhibit A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.

2. Length of this Agreement

- a. This agreement shall cover the fiscal year from July 1, 2003 through June 30, 2004. This agreement can only be extended by mutual written consent of both parties, FDOT and the Town of Davie.

EXHIBIT "A"

NO EXCLUSIONS

Light Pole Inventory - Broward County

Light Pole ID	Count	Location	Height	Manufacturer	Color	Material	Notes	Total Number of Poles
86220000	817	University Dr	17.943	21.003	Coral Springs	W		96
86028000	834	Sample Rd.	0.000	0.953	Coral Springs	S		34
86028000	834	Sample Rd.	0.000	3.008	Coral Springs	N		18
86028000	834	Sample Rd.	1.684	3.008	Coral Springs	S		23
Total Number of Poles								226
86010001	5	US-1	1.702	2.305	Dania	E		7
86010000	5	US-1	4.156	5.948	Dania	E		50
86010000	5	US-1	4.156	5.948	Dania	W		7
86015000	818	Griffin Rd.	7.542	10.745	Dania	S		56
86015000	818	Griffin Rd.	7.542	10.745	Dania	N		13
86230000	822	Sheridan St.	3.547	4.940	Dania	N		8
86016000	848	Stirling Rd.	4.820	6.753	Dania	N		55
86016000	848	Stirling Rd.	5.960	6.753	Dania	S		0
86030000	A1A	SR-A1A	6.470	7.478	Dania	E		31
86030000	A1A	SR-A1A	6.470	7.478	Dania	W		22
Total Number of Poles								255
86100000	7	US-441	5.602	6.348	Davie	W		0
86100000	7	US-441	6.348	7.086	Davie	W		0
86100000	7	US-441	7.086	7.981	Davie	E		5
86100000	7	US-441	7.086	7.981	Davie	W		2
86080550	84	Westbound B4	0.000	7.548	Davie	S		25
86080550	84	Westbound B4	0.000	7.548	Davie	N		8
86080500	84	Eastbound B4	4.937	12.460	Davie	S		3
86080500	84	Eastbound B4	4.937	12.460	Davie	N		9
86080000	84	Marina Mile	16.080	16.664	Davie	S		1
86080000	84	Marina Mile	16.080	16.664	Davie	median		1
86080000	84	Marina Mile	16.080	16.664	Davie	N		0
86220000	817	University Dr	4.226	4.582	Davie	E		0
86220000	817	University Dr	5.110	8.851	Davie	E		117
86220000	817	University Dr	5.110	8.851	Davie	W		26
86015000	818	Griffin Rd.	3.310	6.672	Davie	S		8
86190000	823	Griffin Rd.	3.310	6.672	Davie	N		103
86190000	823	Flamingo Rd	7.343	10.670	Davie	E		4
86190000	823	Flamingo Rd	7.343	10.670	Davie	W		6
86190000	823	Flamingo Rd	10.837	10.897	Davie	E		1
86016000	848	Stirling Rd.	10.837	10.897	Davie	W		0
86016000	848	Stirling Rd.	0.000	2.264	Davie	S		0
86016000	848	Stirling Rd.	0.000	2.264	Davie	N		43
Total Number of Poles								382
86020000	5	Federal Highway	13.367	15.325	Deerfield Beach	E		69
86020000	5	Federal Highway	13.367	15.325	Deerfield Beach	W		0
86120000	810	Hillsboro Blvd.	1.997	7.823	Deerfield Beach	S		128
86120000	810	Hillsboro Blvd.	1.997	7.823	Deerfield Beach	median		9
86120000	810	Hillsboro Blvd.	1.997	7.823	Deerfield Beach	N		78
86170000	811	Dixie Highway	11.619	13.124	Deerfield Beach	E		4

Light Pole Inventory - Broward County

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Ken Cohen, Assistant Town Administrator/797-1030

SUBJECT: FDOT Lighting Maintenance & Compensation Agreement

AFFECTED DISTRICT: All Districts

TITLE OF AGENDA ITEM: A Resolution of the Town of Davie, Florida, authorizing the Mayor to execute a state highway lighting maintenance and compensation agreement with the Florida Department of Transportation, and providing for an effective date.

REPORT IN BRIEF: The Florida Department of Transportation (FDOT) is proposing that local municipalities maintain all lighting now or hereafter located on the state highway system within each municipality's jurisdiction boundaries. Maintenance will include but not be limited to providing electrical power and paying all maintenance costs associated with routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts (including the pole), and locating the pole and components, as necessary. Compensation to the Town for assuming these functions is a lump sum payment of \$29,201.06. This payment is for FDOT's fiscal year from July 1, 2003 through June 30, 2004. The agreement will be effective when signed by duly authorized FDOT representatives. Under this agreement we will only be maintaining the lights to June 30, 2004 (two months), at which time a new agreement and compensation amount will be required. The Town currently maintains 182 street lights for FDOT at our expense. FDOT's proposal increases that number to 382.

Last year FDOT made the same proposal with a payment of \$7,421.40. Compensation offered did not cover the cost of the additional 200 street lights. We rejected the offer and made a counter offer, which FDOT rejected.

The average cost per year of the 182 street lights the Town currently maintains is approximately \$72.00 per year each. The agreement from FDOT provides \$76.45 per year for each of the 382 street lights or \$146.00 per year for each of the additional 200 street lights they are asking the Town to assume responsibility for.

PREVIOUS ACTIONS: Passed Resolution R-2003-137, a counter proposed agreement, which was rejected by FDOT.

FISCAL IMPACT:

Has request been budgeted? No

If no, amount needed: \$2,600.00

What account will funds be appropriated from: Contingencies 001-0205-513-0599

RECOMMENDATION(S): Motion to approve this resolution

Attachment(s): Resolution, Agreement

RESOLUTION R-2010-91

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT BETWEEN THE TOWN AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR COMPENSATION FOR THE MAINTENANCE OF STREET LIGHTS ON STATE ROADWAYS AND AUTHORIZING THE PROPER TOWN OFFICIAL TO EXECUTE SAME

WHEREAS, the Town maintains the street lights on University Drive, Flamingo Road, Griffin Road, and Stirling Road; and

WHEREAS, the State of Florida Department of Transportation is authorized to provide financial assistance to the Town for the maintenance of these street lights; and

WHEREAS, it is in the best interest of the Town to enter into the State Highway Lighting, Maintenance, and Compensation Agreement with the State of Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby approves the State Highway Lighting, Maintenance, and Compensation Agreement between the State of Florida Department of Transportation and the Town of Davie.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 5th DAY OF May, 2010


MAYOR/COUNCILMEMBER

Attest:


TOWN CLERK

APPROVED THIS 5th DAY OF May, 2010

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

CONTRACT NO. _____
FINANCIAL PROJECT NO. 405118-1-72-05
F.E.I.D. NO. F596046527001

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and Town of Davie, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH:

WHEREAS, **FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT**, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
 - (1) Manual of Uniform Traffic Control Devices; and,
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of an **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain shall commence upon the **MAINTAINING AGENCY's** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** shall not be required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to any acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s) and **FDOT** agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both **FDOT** and the **MAINTAINING AGENCY**
- e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

2. Compensation and Payment

- a. **FDOT** agrees to pay to the **MAINTAINING AGENCY** a lump sum of \$ \$61,446.00 for the

fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be **FDOT's** fiscal year). Payments will be made in accordance with Exhibit B.

- b. For each future fiscal year, **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The Work Order shall be an **FDOT** signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, And Compensation Agreement Work Order." The Work Order shall reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, and the lump sum amount to be paid for the fiscal year indicated. The Work Order shall be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. No payment will be made on Work Orders which are not properly signed and returned to **FDOT** prior to performing services.
- c. Payment shall be made in one annual lump sum as provided in paragraph 4.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to **FDOT** upon request.

4. Invoicing

The **MAINTAINING AGENCY** shall invoice **FDOT** yearly in an acceptable format. Invoices may be submitted between May 1 to June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time shall **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING 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 **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

MAINTAINING AGENCY:

Daniel J. Oyler, Assistant Public Works Director
Town of Davie
6591 Orange Drive
Davie, Florida 33314

FDOT:

Broward Operations Engineer
Florida Department of Transportation
5548 N.W. 9 th Avenue
Fort lauderdale, FL 33309 Phone 954-776-4300

- f. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** 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.

- g. 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.
- h. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

8. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You **MUST** signify by selecting or checking which of the following applies:

- No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature) *Susan Starkey*
 (Typed Name: Susan Starkey)
 (Typed Title: Vice-Mayor)

DATE: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____
 (Typed Name: _____)
 (Typed Title: _____)

DATE: _____

FDOT Legal Review

BY: (Signature) _____
 Counsel
 (Typed Name: _____)

DATE: _____

EXHIBIT "A"

Excluded Systems

Highway Lighting, Maintenance and Compensation Agreement between the Town of Davie, as the Maintaining Agency, and the Florida Department of Transportation.

For the purposes of the agreement, the excluded systems include all lights within the limits of SR84, I-595 and the interchanges of I-595 including the under deck lighting.

EXHIBIT B

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum as indicated in Section 2 of the Agreement. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each Fiscal Year is calculated by taking all of the actual number of qualifying lights times FY Unit Rate.

Example: $308 \text{ lights} \times \$199.50 = \$61,446.00$

FY 10-11 \$199.50

11-12 \$199.50

12-13 \$201.58

Beginning FY 13-14, the Unit Rate for each fiscal year will be 3% more than the Unit Rate from the previous fiscal year, unless otherwise specified in an amendment to this Agreement or changed through an update of this exhibit.

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers
FROM/PHONE: Manny Diez, Public Works & Capital Projects Director, (954) 797-1245
PREPARED BY: Daniel J. Oyler, Assistant Director, (954) 797-1840
SUBJECT: Resolution
AFFECTED DISTRICT: Town Wide
ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT BETWEEN THE TOWN AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR COMPENSATION FOR THE MAINTENANCE OF STREET LIGHTS ON STATE ROADWAYS AND AUTHORIZING THE PROPER TOWN OFFICIAL TO EXECUTE SAME. (First year compensation \$61,466.00)

REPORT IN BRIEF: The Town currently maintains the street lights on University Drive, Flamingo Road, Griffin Road, and Stirling Road within the Town limits. The F.D.O.T. is authorized, under Sections 334.044 and 335.055 Florida Statutes, to provide financial assistance to the Town to help offset the cost of the maintenance. This agreement would provide the Town with additional funding each year without adding any additional responsibility.

PREVIOUS ACTIONS: None

CONCURRENCES: Public Works

FISCAL IMPACT: No

Has request been budgeted? n/a

If yes, expected cost: \$

What account name and number will funds be appropriated from:

Additional Comments: First year compensation will be \$61,446.00

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Agreement.