

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • NOVEMBER 8, 2016

City Commission Chamber Reg. CC Meeting/Installation of Elected Officials

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor

John Penny

District 1 - Commissioner

Arthur J. Byrnes

District 3 - Commissioner

John C. Danio

District 2 - Commissioner

Penny Currie

District 4 - Commissioner

Chris Via

CITY MANAGER

Joseph Forte

CITY CLERK

Valerie Manning

1. CALL TO ORDER

- A. Roll Call - 2016-2018 Elected Officials
- B. Invocation
- C. Pledge of Allegiance to the Flag

2. INSTALLATION & OATH OF OFFICE OF ELECTED OFFICIALS

- A. Mayor John Penny
- B. Arthury J. Byrnes - City Commissioner, District 1
- C. Penny Currie - City Commissioner, District 2
- D. John C. Danio - City Commissioner, District 3
- E. Chris Via - City Commissioner, District 4

3. REORGANIZATION OF CITY COMMISSION

- A. Selection of Vice-Mayor
- B. Appointments to Boards

- 1. East Volusia Regional Water Authority (EVRWA)**

- 2. Transportation Planning Organization (TPO)**

4. RECESS THE CC MTG & CONVENE AS THE CRA**5. CRA AGENDA - ITEM (1)**

- 1. Resolution 2016-R-66 A Resolution of the City Commission of the City of Holly Hill, Florida; Authorizing the City Manager to Execute a Join Participation Agreement (JPA) with the State of Florida Department of Transportation for Landscaping Improvements on US1; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

6. ADJOURN AS THE CRA & RECONVENE THE CC MTG**7. PUBLIC COMMENTS****8. APPROVAL OF MINUTES**

- 1. Minutes - October 25, 2016 - Regular City Commission Meeting
- (Requested by Valerie Manning, City Clerk)

9. CONSENT AGENDA - ITEMS (1 - 4)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution Resolution 2016-R-67 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Joint Participation Agreement (JPA) with the State of Florida Department of Transportation for Landscaping Improvements on US1; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

2. Resolution RESOLUTION 2016-R-64 A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Fiscal Year 2016-2017 Solid Waste Budget; and Providing for Severability; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)

3. Resolution Resolution 2016-R-65 A Resolution of the City Commission of the City of Holly Hill, Florida, Entering into an Easement Agreement, and Amending the FY 2016-17 Budget; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

4. Resolution Resolution 2016-R-69 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing Task Order No. 1 for Debris Monitoring with Contractor, Tetra Tech, Inc.; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

10. REGULAR AGENDA - NONE

11. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Resolution RESOLUTION 2016-R-68 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Appropriate Additional Funds for the Funding of Multi Year Projects, Authorizing the Appropriation of Additional Funds for Utility Relocation on Lpga Blvd; Providing for Severability; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)

12. COMMUNICATIONS

- A. City Manager and Staff Comments
- B. City Attorney Comments
- C. Mayor's Comments
- D. City Commission Comments

13. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CRA AGENDA ITEM (ID # 1482)

Meeting: 11/08/16 07:00 PM

Department: Public Works

Category: Agreement

Prepared By: Beth Wrenn

Initiator: Mark Juliano

Sponsors:

DOC ID: 1482

Resolution 2016-R-66 A Resolution of the City Commission of the City of Holly Hill, Florida; Authorizing the City Manager to Execute a Joint Participation Agreement (JPA) with the State of Florida Department of Transportation for Landscaping Improvements on US1; and Providing for Severability; and Providing for an Effective Date.

RESOLUTION 2016-R-66

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING IMPROVEMENTS ON US1; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The enhanced landscaping project will provide beautification to the US1 corridor; and

WHEREAS, Financial assistance has become available through a Joint Participation Agreement with the Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to execute a Joint Participation Agreement with the Florida Department of Transportation.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 8th day of NOVEMBER, 2016.

DISCUSSION:

On December 8, 2015 the City Commission approved staff to submit an application to the Florida Department of Transportation (FDOT) for a bold landscaping grant to improve the medians along US-1 within the City limits of Holly Hill. FDOT has approved the City's application and has granted funding in the amount of \$860,233.00. Of this funding, \$500,000.00 has been approved and encumbered by the Florida Legislature for Fiscal Year 2016/2017. The additional \$360,233.00 will be allocated in Fiscal Year 2017/2018 contingent on annual appropriation by the Florida Legislature.

Work will include the removal of existing landscaping and the installation of bold landscaping and sod in medians along US1. Of this work, the City will be reimbursed for all work aside from design, construction inspections, sod, irrigation and MOT. Although the exact cost of this portion of work cannot be determined until bids are received, there is \$175,000.00 allocated towards the City's portion of this project in the current budget year. In addition, there is \$500,000.00 allocated in the current year budget to cover expenses prior to FDOT grant reimbursement.

It is the recommendation of staff that this grant be accepted and advertised for bid.

FISCAL ANALYSIS:

Actual cost to the City will be determined upon the analysis of bids received. \$175,000.00 has been allocated in the current budget year.

STAFF RECOMMENDATION:

Authorize the City Manager to execute the Joint Participation Agreement FM # 439690-1-58-01 with the State of Florida Department of Transportation.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #5: Promote a small town city "branding" that focuses on the city's accessible staff and interactive use of technologies (i.e. city website), the city's business friendly approach to attract and retain business, and the city's available open space, parks, and waterfront amenities that enhance the quality of life for citizens

MOTION:

Authorize the City Manager to execute the Joint Participation Agreement FM # 439690-1-58-01 with the State of Florida Department of Transportation.

Financial Management No.: 439690-1-58-01 Agency: City of Holly Hill Contract No:	Fund: DS Activity: 215 Contract Amount: \$860,233.00	FLAIR Approp: 088716 FLAIR Obj: 563000 Org. Code: 55054010508 Vendor No.: F 596000337 001
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JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF HOLLY HILL

This Agreement, made and entered into this _____ day of _____, 2016, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **CITY OF HOLLY HILL**, a Florida Municipal Corporation (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. _____ dated the _____ day of _____, 2016, a copy of which is attached hereto as Exhibit "G" and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Landscaping Improvements on State Road 5/US 1/Ridgewood Avenue between Mason Avenue and Calle Grande Street", in the DEPARTMENT'S Fiscal Year 2016/2017 and Fiscal Year 2017/2018, said Project being known as FM #439690-1-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and;

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by February 28, 2018, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the LOCAL GOVERNMENT. The DEPARTMENT will review the need for the LOCAL GOVERNMENT to continue maintenance of the Improvements on a five year basis, and if it is determined by the DEPARTMENT that maintenance is no longer needed, the DEPARTMENT may unilaterally terminate the Agreement, upon thirty (30) days written notice to the LOCAL GOVERNMENT.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall furnish the services with which to construct the Project. The Project includes preparing all planting areas by removing sod, adding soil and adjusting grade for proper planting; purchasing all materials for the project and the installation of the landscaping improvements to the specifications shown in the accepted Landscape Plan; maintaining the material shown in the Landscape Plan for the duration of the project; staking all trees planted; and supplying Maintenance of Traffic in any roadway areas, if necessary. The LOCAL GOVERNMENT shall perform necessary preliminary engineering, prepare all design plans for the Project, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. All work provided by the LOCAL GOVERNMENT hereunder shall be undertaken consistent with and in accordance with the Terms & Conditions set forth in

Exhibit "D" hereto. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. In addition to the Terms & Conditions set forth in Exhibit "D", the LOCAL GOVERNMENT agrees to undertake the design and construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications.

C. The landscaping design shall meet the DEPARTMENT'S criteria for Bold Landscape Requirements with more emphasis on more large trees and fewer shrubs to increase "curb appeal". Shrubs can be used when and where they are part of the best design solution.

D. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

E. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

F. The LOCAL GOVERNMENT understands that they are responsible for the preparation of all design plans for the Project, at the expense of the LOCAL GOVERNMENT, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. The LOCAL GOVERNMENT shall assure that the design, construction, installation, and maintenance is consistent with and meets all criteria and limitations of Rule 14-40.030, Florida Administrative Code, as it relates to Vegetation Management at Outdoor Advertising Signs. One (1) copy of the design plans shall be provided to the DEPARTMENT'S Design Project Manager at the address listed on Page 15. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT'S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans, however, all changes requested by the DEPARTMENT shall be made by the

Engineer of Record/LOCAL GOVERNMENT with the understanding that final decision rest with the DEPARTMENT. All corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT within ten (10) days of the receipt of said documents. After approval of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from the DEPARTMENT'S Point of Contact listed on page 15, or from an appointed designee. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

G. The expenditure of funds pursuant to this Agreement shall comply with the terms of Section 334.044(26), Florida Statutes, as amended. To the greatest extent practical, at least 50% of these funds shall be used to purchase large plant materials (large plant materials have been defined by the Florida Department of Transportation to be five (5) gallon or larger containers as defined by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants") with the remaining funds for other plant materials. Except as prohibited by applicable law or regulation, all of the plant materials purchased shall be purchased from Florida commercial nursery stock in this state on a uniform competitive bid basis.

H. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or, in accordance with the requirements set forth in Exhibit "D" and Exhibit "E", the LOCAL GOVERNMENT may hire an experienced qualified contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

I. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (hereinafter "CCEI") to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The LOCAL GOVERNMENT'S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform

independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

J. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

K. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "D".

L. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

M. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

N. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Registered Landscape Architect, this notification shall contain a Landscape Architect's Certification of Compliance, signed and sealed by a Registered Landscape Architect, the form of which is attached hereto as Exhibit "F". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the accepted plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

3. MAINTENANCE

A. The DEPARTMENT and the LOCAL GOVERNMENT agree that until such time as the landscaping and all other improvements constructed or installed in the Department's Right of Way need to be removed from the Right of Way, the LOCAL GOVERNMENT shall, at all times, maintain the Project in a reasonable manner and with due

care in accordance with all applicable DEPARTMENT guidelines, standards, and procedures (Project Standards) and as herein below specified.

- i) The LOCAL GOVERNMENT hereby agrees to have the landscaping installed on the Project as specified in the Landscape Plan(s). Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- ii) The LOCAL GOVERNMENT agrees to maintain the landscaping installed by the Project in accordance with the Landscape Maintenance Plan(s). Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT'S responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14.40.003(5), as it may be amended from time to time. The maintenance functions to be performed by the LOCAL GOVERNMENT shall be subject to periodic inspections by the DEPARTMENT. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- iii) The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic pursuant to the Design Standards Index Series 600, and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time, during the course of the maintenance functions so that the safe and efficient movement of the traveling public is maintained. During maintenance functions, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the maintenance area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways,

and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S Roadway and Traffic Design Standards, current edition, and as those sources may be amended from time to time.

- iv) If at any time after the LOCAL GOVERNMENT has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT that the Project, as will be designed by the LOCAL GOVERNMENT, or a part thereof is not properly installed or maintained pursuant to the terms of this Agreement, the District Secretary or his/her designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the LOCAL GOVERNMENT to place said LOCAL GOVERNMENT on notice thereof. Thereafter, the LOCAL GOVERNMENT shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may terminate the Agreement, in which case the LOCAL GOVERNMENT shall at its own expense and within sixty (60) calendar days after written notice by the DEPARTMENT, remove all of the landscaping that the DEPARTMENT directs be removed and return the Right-of-Way to its original condition. The LOCAL GOVERNMENT will own such materials it removes and the DEPARTMENT shall own any materials remaining.
- v) It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The LOCAL GOVERNMENT shall be given sixty (60) calendar days notice to remove said landscaping after which time the DEPARTMENT may remove the same.

4. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **\$860,233.00 (Eight Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit "A" – Scope of Services. The Method of Compensation is included in Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$860,233.00 (Eight Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The DEPARTMENT shall reimburse the LOCAL GOVERNMENT only for the cost of purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting. Notwithstanding the fact that said work is not reimbursable, any and all additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit "A", Scope of Services. No work may be performed in the Department's Right of Way that has not specifically been approved by the Department. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation. Travel costs will not be reimbursed.

i) This is a multi-year funded Agreement and is expected to be funded by multiple appropriations in the DEPARTMENT'S fiscal years 2016/2017 and 2017/2018. As of the execution date of this Agreement, only **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** of the total Agreement amount has been approved and encumbered by the DEPARTMENT. If appropriated by the Florida Legislature, the remainder of the funding in the amount of **\$360,233.00 (Three Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** will not become available until after July 1, 2017. Any expenditures that are incurred by the LOCAL GOVERNMENT over and above **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** both before July 1, 2017, and when the funds are appropriated, are not subject to reimbursement. Therefore, it is agreed that if any

part of the funding is not appropriated by the Florida Legislature, the DEPARTMENT will not be obligated to reimburse the LOCAL GOVERNMENT for costs in excess of the currently established funding of **\$500,000.00 (Five Hundred Thousand Dollars and No/100).**

Funding		
FM #439690-1-58-01	Fiscal Year 2016/2017	\$500,000.00
FM #439690-1-58-01	Fiscal Year 2017/2018	\$360,233.00
Total		\$860,233.00

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 439690-1-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit “A”, Scope of Services. Deliverables must be received and accepted in writing by the Department’s Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” – Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide

the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds must be forfeited at the end of the Agreement term.

i) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT 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.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the

LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the Electric Utility Company and all subcontractors performing work on the Project, and all other records of the Electric Utility Company and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, 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 is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department 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 DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

M. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

N. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

O. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

5. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part, at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

7. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such

breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. 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.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Point of Contact:

Holly Lopenski
 Program Coordinator
 719 South Woodland Boulevard, M.S. 4-520
 DeLand, Florida 32720-6834
 PH: (386) 943-5520
holly.lopenski@dot.state.fl.us

Richard Grooms
 Design Project Manager/MS 3-510
 719 South Woodland Boulevard
 DeLand, Florida 32720-6834
 PH: (386) 943-5374
richard.grooms@dot.state.fl.us

Vince Vacchiano
 Construction Project Manager/MS 3-506
 719 South Woodland Boulevard
 DeLand, Florida 32720-6834
 PH: (386) 943-5406
vincent.vacchiano@dot.state.fl.us

LOCAL GOVERNMENT

Mark T. Juliano
 Public Works Director
 1065 Ridgewood Avenue
 Holly Hill, Florida 32117
 PH: (386) 248-9463
mjuliano@hollyhillfl.org

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2016, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2016.

CITY OF HOLLY HILL

By: _____

Name: _____

Title: _____

As approved by the Board on:

Attest:

Legal Review:

Local Government Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: Frank J. O'Dea, P.E.

Title: Director of Transportation Development

Attest:

Executive Secretary

Legal Review:

Financial Provisions Approval by
The Office of the Comptroller on:

November 20, 2015

Authorization Received from the Office of
the Comptroller as to Availability of Funds:

Exhibit "A"

SCOPE OF SERVICES

Financial Management Number: 439690-1-58-01

Project Description and Limits of Construction:

The LOCAL GOVERNMENT shall cause to be installed landscaping and other improvements within the Right of Way of State Road 5/US 1/Ridgewood Avenue between Mason Avenue and Calle Grande Street (Section 79030000: Milepost 1.192 to Milepost 3.849). The LOCAL GOVERNMENT will also be responsible for construction engineering and inspection.

The landscaping design shall meet the DEPARTMENT'S criteria for Bold Landscape Requirements with more emphasis on more large trees and fewer shrubs to increase "curb appeal". Shrubs can be used when and where they are part of the best design solution.

Any and all other work to be performed within the Department's Right of Way as a part of this Project shall be reflected on Design Plans for the Project. In no instance may improvements be installed or constructed within Department Right of Way unless and until Design Plans have been reviewed and accepted and a Notice to Proceed has been issued by the Department.

Deliverables:

The LOCAL GOVERNMENT shall construct and complete the Project in accordance with the approved plans, the Special Provisions set forth in this Agreement (Exhibit "E" hereto), and the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time.

The DEPARTMENT shall reimburse the LOCAL GOVERNMENT only for the cost of purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation.

- The Local Government will be responsible to prepare all planting areas by removing sod, adding soil amendments and adjusting grade for proper planting as specified in the plans when accepted by the DEPARTMENT.
- The Local Government will purchase all trees, palms, and plants for the project and will install them to the specifications shown in the accepted Landscape Plans when accepted by the DEPARTMENT.
- The Local Government will be responsible for fertilizing all trees, palms, and plants.
- The Local Government will purchase, supply and spread organic Mulch on all new plant beds.

- The Local Government will be responsible for staking of all trees planted.
- The Local Government will furnish water to all trees, palms, and plants for the described maintenance period called for in the Landscape Plan specifications.
- The Local Government will be responsible for the growth of all plants for the establishment period called for in the Landscape Plan specifications.
- The Local Government will establish proper Maintenance of Traffic, as needed.
- All work on the Project shall be undertaken and completed in accord with the Terms & Conditions set forth in Exhibit "D".

Any proposed additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project, and not reimbursable under this Agreement, shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit "A", Scope of Services.

The parties hereto acknowledge and agree that the design plans for this Project are not yet complete and are subject to review by the DEPARTMENT. Upon final acceptance by the DEPARTMENT, this Agreement shall be amended to include said plans in the Agreement. The parties further agree that the plans will be incorporated into the terms of this Agreement by reference and that the City hereby approves and delegates to Joe Forte, City Manager, the authority to enter into an amendment of this Agreement to accomplish said task. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the plans.

No work shall be undertaken on the Project until a written Notice to Proceed has been issued by the Department.

Exhibit "B"

METHOD OF COMPENSATION

Financial Management Number: 439690-1-58-01

For satisfactory completion of all services related to the purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting detailed in Exhibit "A" (Scope of Work) of this Agreement, the DEPARTMENT will reimburse the LOCAL GOVERNMENT an amount not to exceed **\$860,233.00 (Eight Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** for actual costs incurred.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

This is a multi-year funded Agreement and is expected to be funded by multiple appropriations in the DEPARTMENT'S fiscal years 2016/2017 and 2017/2018. As of the execution date of this Agreement, only **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** of the total Agreement amount has been approved and encumbered by the DEPARTMENT. If appropriated by the Florida Legislature, the remainder of the funding in the amount of **\$360,233.00 (Three Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** will not become available until after **July 1, 2017**. Any expenditures that are incurred by the LOCAL GOVERNMENT over and above **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** both before **July 1, 2017**, and when the funds are appropriated, are not subject to reimbursement. Therefore, it is agreed that if any part of the funding is not appropriated by the Florida Legislature, the DEPARTMENT will not be

obligated to reimburse the LOCAL GOVERNMENT for costs in excess of the currently established funding of **\$500,000.00 (Five Hundred Thousand Dollars and No/100)**.

Funding		
FM #439690-1-58-01	Fiscal Year 2016/2017	\$500,000.00
FM #439690-1-58-01	Fiscal Year 2017/2018	\$360,233.00
Total		\$860,233.00

FM #439690-1-58-01
 Page 21 of 30
 10/4/2016

Original Draft: 7/28/2016
 Revised:

Exhibit "C"

ESTIMATED PROJECT PRODUCTION SCHEDULE

Financial Management Number: 439690-1-58-01

Advertises for bids	January 2017
Bids Construction (bid opening)	February 2017
Select Construction Firm (BCC approval)	March 2017
Give NTP	April 2017
Earliest Construction Start	April 2017
Latest Construction Finish	November 2017
Construction Contract Closeout	December 2017
Final Invoice and Closeout Documentation to the Department	February 2018

Attachment: JPA DOT Landscaping Improvements US1 (2) (1482 : US1 Landscaping JPA (CRA))

Exhibit "D"

TERMS & CONDITIONS OF CONSTRUCTION

Financial Management Number: 439690-1-58-01

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit "A"). The Project shall be constructed in accordance with construction plans and specifications to be accepted by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT

and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or the LOCAL GOVERNMENT may hire an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects. In order for the Contractor to utilize an experienced qualified contractor and to submit a bid relying on an experienced qualified contractor, the following requirements must be provided to the DEPARTMENT by the LOCAL GOVERNMENT:

(a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid to the LOCAL GOVERNMENT. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.

(1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.

(2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:

(i) Project name with a brief description that evaluates the landscape work performance.

(ii) Location of the project (city, state).

(iii) Professional substantiation of the contractor's skills, efficiency, and competence.

(3) FDOT Prequalification in **Landscaping** can be substituted for the required work experience.

8. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current

edition, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

9. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

11. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the accepted design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

12. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S Roadway and Traffic Design Standards, current edition, and as those sources may be amended from time to time. The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Project.

13. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

15. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans prepared in accordance with the FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-000-00). The "as-built" plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

16. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has accepted the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT'S Right of Way Manager.

18. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

19. The Special Provisions set forth in Exhibit "E" hereto shall apply to this Agreement and to all work on the Project.

Exhibit "E"

SPECIAL PROVISIONS

Financial Management Number: 439690-1-58-01

Subletting or Assignment of Contracts:

The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the LOCAL GOVERNMENT. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the DEPARTMENT for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work. The Certification of Sublet Work request will be deemed acceptable by the LOCAL GOVERNMENT for purposes of the LOCAL GOVERNMENT's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the LOCAL GOVERNMENT is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the LOCAL GOVERNMENT will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. Upon request, furnish the LOCAL GOVERNMENT with a copy of the subcontract. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The LOCAL GOVERNMENT recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

Illicit Discharge Training

All persons employed by the Contractor or Subcontractors working within the DEPARTMENT's FDOT right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <http://www.dot.state.fl.us/emo/sched/train1.shtm>.

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

Landscaping Provisions (Section 580)

580-1 Description.

Install landscaping as indicated in the Contract Documents.

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Sizes: Small plants includes all ground covers, shrubs to less than 7 gallon, trees to less than 7 gallon, clustering type palms less than 6 foot overall height, cycads to less than 7 gallon, and incidental landscaping.

Large plants include shrubs 7 gallon or greater, trees 7 gallon or greater, all single trunk palms, and clustering type palms 6 foot overall height and greater.

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant materials purchased from Florida based Nurseryman Stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, minimum grade for all plants is Florida No. 1 or better. All plants must be the specified size and grade at the time of delivery to the site and the minimum grade maintained until final acceptance.

Use only plants that are true to type and species and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Prior to planting, certify to the Engineer (or Landscape Architect) that all plant materials have been purchased from Florida based Nurseryman Stock.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies between botanical nomenclature and common name arise, the botanical name will take precedence.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates for filing with the Engineer (or Landscape Architect).

580-2.2 Water: Meet the requirements of Section 983.

580-2.3 Mulching: Use of cypress mulch is prohibited.

580-3 Installation.

580-3.1 Delivery: All materials must be available for inspection before installation and will be subject to approval or rejection.

580-3.2 Layout: Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's (or Landscape Architect's) review, prior to excavation or planting.

Make no changes to the layout, materials or any variations of plant materials from the Contract Documents without the Engineer's (or Landscape Architect's) written approval.

580-3.3 Soil Drainage: All planting holes and beds must drain sufficiently prior to installing any plants. Immediately notify the Engineer (or Landscape Architect) of drainage or percolation problems before plant installation.

580-3.4 Planting: Meet the requirements of the Design Standards, Index No. 544.

Exhibit "F"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 and the City of Holly Hill

PROJECT DESCRIPTION: "Landscaping Improvements on State Road 5/US 1/Ridgewood Avenue between Mason Avenue and Calle Grande Street".

FINANCIAL MANAGEMENT ID# 439690-1-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

LANDSCAPE ARCHITECT'S CERTIFICATION OF SUBSTANTIAL COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Registered Landscape Architect has been completed in substantial compliance with the Project construction plans and specifications. If any deviations have been made from the accepted plans, a list of all deviations along with an explanation that justifies the reason to accept each deviation will be attached to this Certification.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Attachment: JPA DOT Landscaping Improvements US1 (2) (1482 : US1 Landscaping JPA (CRA))

Exhibit "G"
RESOLUTION

Financial Management Number: 439690-1-58-01



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: November 8, 2016
FROM: Valerie Manning
SUBJECT: Minutes - October 25, 2016 - Regular City Commission Meeting
NUMBER: (ID # 1480)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from October 25, 2016 Regular City Commission meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve minutes from October 25th.

COMMISSION GOAL:

N/A

MOTION:

Approve as submitted by staff.

- Minutes - October 25, 2016 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • OCTOBER 25, 2016

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

A. Roll Call

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Absent	
Elizabeth Albert	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

B. Invocation

Pastor Pruitt led the Invocation.

C. Pledge of Allegiance to the Flag

Mayor Penny led the Pledge of Allegiance to the Flag.

2. PUBLIC COMMENTS

The following individual came forward to speak to the Mayor and City Commissioners:

Roger Healey, Charter Oaks Circle, Holly Hill, presented Commissioner Albert with flowers and thanked her for her dedication to the citizens for the past four years and that it's been an honor to know her and her family. He shared his appreciation for her and all that she did for the community during her term as Commissioner and wished her well. Mr. Healey also asked staff if it were possible to consider bringing in additional help to clean up the debris from Hurricane Matthew because he was concerned about the possible fires that could be started with children and/or the fact that there has been no rain in many days. Mr. Forte informed Mr. Healey that the city is 75% to 80% cleaned up and ahead of schedule. There are five trucks running throughout the city in quadrants from early in the morning until dusk.

3. APPROVAL OF MINUTES

1.

Minutes - Special Meeting, October 6, 2016, October 11, 2016 - Workshop Session - Food Trucks Regulations October 11, 2016 - Regular CC & CRA Meeting

(Requested by Valerie Manning, City Clerk)

Mayor Penny opened public participation.

Attachment: Minutes - October 25, 2016 - Regular City Commission meeting (1480 : Minutes)

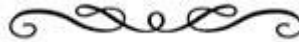
The following individual spoke to the Mayor and City Commissioners:

Jim Legary, 342 Burleigh Avenue, Holly Hill, shared his concerns about the minutes pertaining to Marina Grande and made reference to the residents that came up to speak and how there was no mention to what they spoke about.

Mayor Penny closed public participation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Elizabeth Albert, District 4 - Commissioner
AYES:	Byrnes, Albert, Penny

Enacted and approved this 25th day of October, 2016, in Holly Hill



4. CONSENT AGENDA - ITEM (1)

Mayor Penny asked if any member of the Commission would like to pull the item on the Consent Agenda for further discussion or if any member of the public would like to speak. No one spoke from the audience and no member of the Commission pulled the item.

1. Resolution

Resolution 2016-R-63 A Resolution of the City of Holly Hill, Florida, Appointing a Member to the Board of Planning and Appeals and Setting Forth the Term and Expiration Date for Said Member; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Elizabeth Albert, District 4 - Commissioner
AYES:	Byrnes, Albert, Penny

RESOLUTION

Enacted and approved this 25th day of October, 2016, in Holly Hill



5. REGULAR AGENDA - NONE

6. PUBLIC HEARINGS

1. Ordinance

Ordinance 2981 An Ordinance of the City of Holly Hill, Florida, Regulating Food Trucks; Creating a New Section 114-904 of the City Code; Providing for Codification;

Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

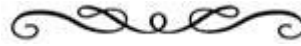
(Requested by Valerie Manning, City Clerk)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Albert, Penny

ORDINANCE

Enacted and approved this 25th day of October, 2016, in Holly Hill



7. COMMUNICATIONS

a. City Manager and Staff Comments

A. City Manager and Staff Comments

Mr. Forte stated that the AmeriCorps National Civilian Community Corps (NCCC) was present this evening and they are members who have been deployed to Volusia County to provide disaster response service from October 14th through November 2nd. They track to serve on projects specifically related to disaster preparedness, mitigation, recovery and response and are staying in the Volunteer Housing facility of Union Congregational Church, United Church of Christ, Holly Hill. They were present with David Heald. Mr. Forte thanked Commissioner Albert for her time serving with the City and mentioned that he enjoyed working with her and wished her well. Mr. Forte thought the tribute to Commissioner Capers went very well.

B. City Attorney Comments

Attorney Simpson thanked Commissioner Albert for her service and stated he will miss her.

C. Mayor's Comments

Mayor Penny thanked Commissioner Albert for her service for the past four years and will miss her. He thanked her for her dedication and faithfulness to the citizens and appreciated all she did for the community.

D. City Commission Comments

Commissioner Byrnes thanked Commissioner Albert for her dedication and service to the community. He will miss her and wished her well. He appreciated all that she did when serving the community and wished the incoming Commissioners-Elect John Danio and Chris Via luck.

8. ADJOURNMENT

The meeting adjourned at approximately 7:55 PM.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: November 8, 2016
FROM: Mark Juliano
SUBJECT: Resolution 2016-R-67 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Joint Participation Agreement (JPA) with the State of Florida Department of Transportation for Landscaping Improvements on US1; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1481)
APPLICANT:
PLANNER:

DISCUSSION:

On December 8, 2015 the City Commission approved staff to submit an application to the Florida Department of Transportation (FDOT) for a bold landscaping grant to improve the medians along US-1 within the City limits of Holly Hill. FDOT has approved the City's application and has granted funding in the amount of \$860,233.00. Of this funding, \$500,000.00 has been approved and encumbered by the Florida Legislature for Fiscal Year 2016/2017. The additional \$360,233.00 will be allocated in Fiscal Year 2017/2018 contingent on annual appropriation by the Florida Legislature.

Work will include the removal of existing landscaping and the installation of bold landscaping and sod in medians along US1. Of this work, the City will be reimbursed for all work aside from design, construction inspections, sod, irrigation and MOT. Although the exact cost of this portion of work cannot be determined until bids are received, there is \$175,000.00 allocated towards the City's portion of this project in the current budget year. In addition, there is \$500,000.00 allocated in the current year budget to cover expenses prior to FDOT grant reimbursement.

It is the recommendation of staff that this grant be accepted and advertised for bid.

FISCAL ANALYSIS:

Actual cost to the City will be determined upon the analysis of bids received. \$175,000.00 has been allocated in the current budget year.

STAFF RECOMMENDATION:

Authorize the City Manager to execute the Joint Participation Agreement FM # 439690-1-58-01 with the State of Florida Department of Transportation.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #5: Promote a small town city “branding” that focuses on the city’s accessible staff and interactive use of technologies (i.e. city website), the city’s business friendly approach to attract and retain business, and the city’s available open space, parks, and waterfront amenities that enhance the quality of life for citizens

MOTION:

Authorize the City Manager to execute the Joint Participation Agreement FM # 439690-1-58-01 with the State of Florida Department of Transportation.

ATTACHMENTS:

- JPA DOT Landscaping Improvements US1 (2) (PDF)

Resolution No. (ID # 1481)**RESOLUTION 2016-R-67 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT PARTICIPATION AGREEMENT (JPA) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING IMPROVEMENTS ON US1; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2016-R-67**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING IMPROVEMENTS ON US1; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the enhanced landscaping project will provide beautification to the US1 corridor; and

WHEREAS, Financial assistance has become available through a Joint Participation Agreement with the Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to execute a Joint Participation Agreement with the Florida Department of Transportation.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 8th day of NOVEMBER, 2016.

Financial Management No.: 439690-1-58-01 Agency: City of Holly Hill Contract No:	Fund: DS Activity: 215 Contract Amount: \$860,233.00	FLAIR Approp: 088716 FLAIR Obj: 563000 Org. Code: 55054010508 Vendor No.: F 596000337 001
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JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF HOLLY HILL

This Agreement, made and entered into this _____ day of _____, 2016, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **CITY OF HOLLY HILL**, a Florida Municipal Corporation (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. _____ dated the _____ day of _____, 2016, a copy of which is attached hereto as Exhibit "G" and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Landscaping Improvements on State Road 5/US 1/Ridgewood Avenue between Mason Avenue and Calle Grande Street", in the DEPARTMENT'S Fiscal Year 2016/2017 and Fiscal Year 2017/2018, said Project being known as FM #439690-1-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and;

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by February 28, 2018, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the LOCAL GOVERNMENT. The DEPARTMENT will review the need for the LOCAL GOVERNMENT to continue maintenance of the Improvements on a five year basis, and if it is determined by the DEPARTMENT that maintenance is no longer needed, the DEPARTMENT may unilaterally terminate the Agreement, upon thirty (30) days written notice to the LOCAL GOVERNMENT.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall furnish the services with which to construct the Project. The Project includes preparing all planting areas by removing sod, adding soil and adjusting grade for proper planting; purchasing all materials for the project and the installation of the landscaping improvements to the specifications shown in the accepted Landscape Plan; maintaining the material shown in the Landscape Plan for the duration of the project; staking all trees planted; and supplying Maintenance of Traffic in any roadway areas, if necessary. The LOCAL GOVERNMENT shall perform necessary preliminary engineering, prepare all design plans for the Project, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. All work provided by the LOCAL GOVERNMENT hereunder shall be undertaken consistent with and in accordance with the Terms & Conditions set forth in

Exhibit "D" hereto. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. In addition to the Terms & Conditions set forth in Exhibit "D", the LOCAL GOVERNMENT agrees to undertake the design and construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications.

C. The landscaping design shall meet the DEPARTMENT'S criteria for Bold Landscape Requirements with more emphasis on more large trees and fewer shrubs to increase "curb appeal". Shrubs can be used when and where they are part of the best design solution.

D. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

E. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

F. The LOCAL GOVERNMENT understands that they are responsible for the preparation of all design plans for the Project, at the expense of the LOCAL GOVERNMENT, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. The LOCAL GOVERNMENT shall assure that the design, construction, installation, and maintenance is consistent with and meets all criteria and limitations of Rule 14-40.030, Florida Administrative Code, as it relates to Vegetation Management at Outdoor Advertising Signs. One (1) copy of the design plans shall be provided to the DEPARTMENT'S Design Project Manager at the address listed on Page 15. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT'S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans, however, all changes requested by the DEPARTMENT shall be made by the

Engineer of Record/LOCAL GOVERNMENT with the understanding that final decision rest with the DEPARTMENT. All corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT within ten (10) days of the receipt of said documents. After approval of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from the DEPARTMENT'S Point of Contact listed on page 15, or from an appointed designee. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

G. The expenditure of funds pursuant to this Agreement shall comply with the terms of Section 334.044(26), Florida Statutes, as amended. To the greatest extent practical, at least 50% of these funds shall be used to purchase large plant materials (large plant materials have been defined by the Florida Department of Transportation to be five (5) gallon or larger containers as defined by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants") with the remaining funds for other plant materials. Except as prohibited by applicable law or regulation, all of the plant materials purchased shall be purchased from Florida commercial nursery stock in this state on a uniform competitive bid basis.

H. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or, in accordance with the requirements set forth in Exhibit "D" and Exhibit "E", the LOCAL GOVERNMENT may hire an experienced qualified contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

I. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (hereinafter "CCEI") to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The LOCAL GOVERNMENT'S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform

independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

J. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

K. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "D".

L. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

M. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

N. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Registered Landscape Architect, this notification shall contain a Landscape Architect's Certification of Compliance, signed and sealed by a Registered Landscape Architect, the form of which is attached hereto as Exhibit "F". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the accepted plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

3. MAINTENANCE

A. The DEPARTMENT and the LOCAL GOVERNMENT agree that until such time as the landscaping and all other improvements constructed or installed in the Department's Right of Way need to be removed from the Right of Way, the LOCAL GOVERNMENT shall, at all times, maintain the Project in a reasonable manner and with due

care in accordance with all applicable DEPARTMENT guidelines, standards, and procedures (Project Standards) and as herein below specified.

- i) The LOCAL GOVERNMENT hereby agrees to have the landscaping installed on the Project as specified in the Landscape Plan(s). Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- ii) The LOCAL GOVERNMENT agrees to maintain the landscaping installed by the Project in accordance with the Landscape Maintenance Plan(s). Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT'S responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14.40.003(5), as it may be amended from time to time. The maintenance functions to be performed by the LOCAL GOVERNMENT shall be subject to periodic inspections by the DEPARTMENT. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- iii) The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic pursuant to the Design Standards Index Series 600, and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time, during the course of the maintenance functions so that the safe and efficient movement of the traveling public is maintained. During maintenance functions, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the maintenance area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways,

and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S Roadway and Traffic Design Standards, current edition, and as those sources may be amended from time to time.

- iv) If at any time after the LOCAL GOVERNMENT has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT that the Project, as will be designed by the LOCAL GOVERNMENT, or a part thereof is not properly installed or maintained pursuant to the terms of this Agreement, the District Secretary or his/her designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the LOCAL GOVERNMENT to place said LOCAL GOVERNMENT on notice thereof. Thereafter, the LOCAL GOVERNMENT shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may terminate the Agreement, in which case the LOCAL GOVERNMENT shall at its own expense and within sixty (60) calendar days after written notice by the DEPARTMENT, remove all of the landscaping that the DEPARTMENT directs be removed and return the Right-of-Way to its original condition. The LOCAL GOVERNMENT will own such materials it removes and the DEPARTMENT shall own any materials remaining.
- v) It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The LOCAL GOVERNMENT shall be given sixty (60) calendar days notice to remove said landscaping after which time the DEPARTMENT may remove the same.

4. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **\$860,233.00 (Eight Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit "A" – Scope of Services. The Method of Compensation is included in Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$860,233.00 (Eight Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The DEPARTMENT shall reimburse the LOCAL GOVERNMENT only for the cost of purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting. Notwithstanding the fact that said work is not reimbursable, any and all additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit "A", Scope of Services. No work may be performed in the Department's Right of Way that has not specifically been approved by the Department. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation. Travel costs will not be reimbursed.

i) This is a multi-year funded Agreement and is expected to be funded by multiple appropriations in the DEPARTMENT'S fiscal years 2016/2017 and 2017/2018. As of the execution date of this Agreement, only **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** of the total Agreement amount has been approved and encumbered by the DEPARTMENT. If appropriated by the Florida Legislature, the remainder of the funding in the amount of **\$360,233.00 (Three Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** will not become available until after July 1, 2017. Any expenditures that are incurred by the LOCAL GOVERNMENT over and above **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** both before July 1, 2017, and when the funds are appropriated, are not subject to reimbursement. Therefore, it is agreed that if any

part of the funding is not appropriated by the Florida Legislature, the DEPARTMENT will not be obligated to reimburse the LOCAL GOVERNMENT for costs in excess of the currently established funding of **\$500,000.00 (Five Hundred Thousand Dollars and No/100)**.

Funding		
FM #439690-1-58-01	Fiscal Year 2016/2017	\$500,000.00
FM #439690-1-58-01	Fiscal Year 2017/2018	\$360,233.00
Total		\$860,233.00

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 439690-1-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit “A”, Scope of Services. Deliverables must be received and accepted in writing by the Department’s Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” – Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide

the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds must be forfeited at the end of the Agreement term.

i) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT 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.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the

LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the Electric Utility Company and all subcontractors performing work on the Project, and all other records of the Electric Utility Company and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, 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 is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department 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 DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

M. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

N. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

O. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

5. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part, at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

7. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such

breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. 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.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Point of Contact:

Holly Lopenski
 Program Coordinator
 719 South Woodland Boulevard, M.S. 4-520
 DeLand, Florida 32720-6834
 PH: (386) 943-5520
holly.lopenski@dot.state.fl.us

Richard Grooms
 Design Project Manager/MS 3-510
 719 South Woodland Boulevard
 DeLand, Florida 32720-6834
 PH: (386) 943-5374
richard.grooms@dot.state.fl.us

Vince Vacchiano
 Construction Project Manager/MS 3-506
 719 South Woodland Boulevard
 DeLand, Florida 32720-6834
 PH: (386) 943-5406
vincent.vacchiano@dot.state.fl.us

LOCAL GOVERNMENT

Mark T. Juliano
 Public Works Director
 1065 Ridgewood Avenue
 Holly Hill, Florida 32117
 PH: (386) 248-9463
mjuliano@hollyhillfl.org

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2016, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2016.

CITY OF HOLLY HILL

By: _____

Name: _____

Title: _____

As approved by the Board on:

Attest:

Legal Review:

Local Government Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: Frank J. O'Dea, P.E.

Title: Director of Transportation Development

Attest:

Executive Secretary

Legal Review:

Financial Provisions Approval by
The Office of the Comptroller on:

November 20, 2015

Authorization Received from the Office of
the Comptroller as to Availability of Funds:

Attachment: JPA DOT Landscaping Improvements US1 (2) (1481 : US1 Landscaping JPA)

Exhibit "A"

SCOPE OF SERVICES

Financial Management Number: 439690-1-58-01

Project Description and Limits of Construction:

The LOCAL GOVERNMENT shall cause to be installed landscaping and other improvements within the Right of Way of State Road 5/US 1/Ridgewood Avenue between Mason Avenue and Calle Grande Street (Section 79030000: Milepost 1.192 to Milepost 3.849). The LOCAL GOVERNMENT will also be responsible for construction engineering and inspection.

The landscaping design shall meet the DEPARTMENT'S criteria for Bold Landscape Requirements with more emphasis on more large trees and fewer shrubs to increase "curb appeal". Shrubs can be used when and where they are part of the best design solution.

Any and all other work to be performed within the Department's Right of Way as a part of this Project shall be reflected on Design Plans for the Project. In no instance may improvements be installed or constructed within Department Right of Way unless and until Design Plans have been reviewed and accepted and a Notice to Proceed has been issued by the Department.

Deliverables:

The LOCAL GOVERNMENT shall construct and complete the Project in accordance with the approved plans, the Special Provisions set forth in this Agreement (Exhibit "E" hereto), and the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time.

The DEPARTMENT shall reimburse the LOCAL GOVERNMENT only for the cost of purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation.

- The Local Government will be responsible to prepare all planting areas by removing sod, adding soil amendments and adjusting grade for proper planting as specified in the plans when accepted by the DEPARTMENT.
- The Local Government will purchase all trees, palms, and plants for the project and will install them to the specifications shown in the accepted Landscape Plans when accepted by the DEPARTMENT.
- The Local Government will be responsible for fertilizing all trees, palms, and plants.
- The Local Government will purchase, supply and spread organic Mulch on all new plant beds.

- The Local Government will be responsible for staking of all trees planted.
- The Local Government will furnish water to all trees, palms, and plants for the described maintenance period called for in the Landscape Plan specifications.
- The Local Government will be responsible for the growth of all plants for the establishment period called for in the Landscape Plan specifications.
- The Local Government will establish proper Maintenance of Traffic, as needed.
- All work on the Project shall be undertaken and completed in accord with the Terms & Conditions set forth in Exhibit "D".

Any proposed additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project, and not reimbursable under this Agreement, shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit "A", Scope of Services.

The parties hereto acknowledge and agree that the design plans for this Project are not yet complete and are subject to review by the DEPARTMENT. Upon final acceptance by the DEPARTMENT, this Agreement shall be amended to include said plans in the Agreement. The parties further agree that the plans will be incorporated into the terms of this Agreement by reference and that the City hereby approves and delegates to Joe Forte, City Manager, the authority to enter into an amendment of this Agreement to accomplish said task. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the plans.

No work shall be undertaken on the Project until a written Notice to Proceed has been issued by the Department.

Exhibit "B"

METHOD OF COMPENSATION

Financial Management Number: 439690-1-58-01

For satisfactory completion of all services related to the purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting detailed in Exhibit "A" (Scope of Work) of this Agreement, the DEPARTMENT will reimburse the LOCAL GOVERNMENT an amount not to exceed **\$860,233.00 (Eight Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** for actual costs incurred.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

This is a multi-year funded Agreement and is expected to be funded by multiple appropriations in the DEPARTMENT'S fiscal years 2016/2017 and 2017/2018. As of the execution date of this Agreement, only **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** of the total Agreement amount has been approved and encumbered by the DEPARTMENT. If appropriated by the Florida Legislature, the remainder of the funding in the amount of **\$360,233.00 (Three Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** will not become available until after **July 1, 2017**. Any expenditures that are incurred by the LOCAL GOVERNMENT over and above **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** both before **July 1, 2017**, and when the funds are appropriated, are not subject to reimbursement. Therefore, it is agreed that if any part of the funding is not appropriated by the Florida Legislature, the DEPARTMENT will not be

obligated to reimburse the LOCAL GOVERNMENT for costs in excess of the currently established funding of **\$500,000.00 (Five Hundred Thousand Dollars and No/100)**.

Funding		
FM #439690-1-58-01	Fiscal Year 2016/2017	\$500,000.00
FM #439690-1-58-01	Fiscal Year 2017/2018	\$360,233.00
Total		\$860,233.00

FM #439690-1-58-01
Page 21 of 30
10/4/2016

Original Draft: 7/28/2016
Revised:

Exhibit "C"

ESTIMATED PROJECT PRODUCTION SCHEDULE

Financial Management Number: 439690-1-58-01

Advertises for bids	January 2017
Bids Construction (bid opening)	February 2017
Select Construction Firm (BCC approval)	March 2017
Give NTP	April 2017
Earliest Construction Start	April 2017
Latest Construction Finish	November 2017
Construction Contract Closeout	December 2017
Final Invoice and Closeout Documentation to the Department	February 2018

Attachment: JPA DOT Landscaping Improvements US1 (2) (1481 : US1 Landscaping JPA)

Exhibit "D"

TERMS & CONDITIONS OF CONSTRUCTION

Financial Management Number: 439690-1-58-01

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit "A"). The Project shall be constructed in accordance with construction plans and specifications to be accepted by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT

and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or the LOCAL GOVERNMENT may hire an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects. In order for the Contractor to utilize an experienced qualified contractor and to submit a bid relying on an experienced qualified contractor, the following requirements must be provided to the DEPARTMENT by the LOCAL GOVERNMENT:

(a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid to the LOCAL GOVERNMENT. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.

(1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.

(2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:

(i) Project name with a brief description that evaluates the landscape work performance.

(ii) Location of the project (city, state).

(iii) Professional substantiation of the contractor's skills, efficiency, and competence.

(3) FDOT Prequalification in **Landscaping** can be substituted for the required work experience.

8. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current

edition, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

9. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

11. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the accepted design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

12. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S Roadway and Traffic Design Standards, current edition, and as those sources may be amended from time to time. The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Project.

13. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

15. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans prepared in accordance with the FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-000-00). The "as-built" plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

16. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has accepted the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT'S Right of Way Manager.

18. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

19. The Special Provisions set forth in Exhibit "E" hereto shall apply to this Agreement and to all work on the Project.

Exhibit “E”

SPECIAL PROVISIONS

Financial Management Number: 439690-1-58-01

Subletting or Assignment of Contracts:

The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the LOCAL GOVERNMENT. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the DEPARTMENT for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work. The Certification of Sublet Work request will be deemed acceptable by the LOCAL GOVERNMENT for purposes of the LOCAL GOVERNMENT's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the LOCAL GOVERNMENT is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the LOCAL GOVERNMENT will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. Upon request, furnish the LOCAL GOVERNMENT with a copy of the subcontract. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The LOCAL GOVERNMENT recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

Illicit Discharge Training

All persons employed by the Contractor or Subcontractors working within the DEPARTMENT's FDOT right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <http://www.dot.state.fl.us/emo/sched/train1.shtm>.

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

Landscaping Provisions (Section 580)

580-1 Description.

Install landscaping as indicated in the Contract Documents.

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Sizes: Small plants includes all ground covers, shrubs to less than 7 gallon, trees to less than 7 gallon, clustering type palms less than 6 foot overall height, cycads to less than 7 gallon, and incidental landscaping.

Large plants include shrubs 7 gallon or greater, trees 7 gallon or greater, all single trunk palms, and clustering type palms 6 foot overall height and greater.

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant materials purchased from Florida based Nurseryman Stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, minimum grade for all plants is Florida No. 1 or better. All plants must be the specified size and grade at the time of delivery to the site and the minimum grade maintained until final acceptance.

Use only plants that are true to type and species and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Prior to planting, certify to the Engineer (or Landscape Architect) that all plant materials have been purchased from Florida based Nurseryman Stock.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies between botanical nomenclature and common name arise, the botanical name will take precedence.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates for filing with the Engineer (or Landscape Architect).

580-2.2 Water: Meet the requirements of Section 983.

580-2.3 Mulching: Use of cypress mulch is prohibited.

580-3 Installation.

580-3.1 Delivery: All materials must be available for inspection before installation and will be subject to approval or rejection.

580-3.2 Layout: Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's (or Landscape Architect's) review, prior to excavation or planting.

Make no changes to the layout, materials or any variations of plant materials from the Contract Documents without the Engineer's (or Landscape Architect's) written approval.

580-3.3 Soil Drainage: All planting holes and beds must drain sufficiently prior to installing any plants. Immediately notify the Engineer (or Landscape Architect) of drainage or percolation problems before plant installation.

580-3.4 Planting: Meet the requirements of the Design Standards, Index No. 544.

Exhibit "F"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and the City of Holly Hill

PROJECT DESCRIPTION: "Landscaping Improvements on State Road 5/US 1/Ridgewood Avenue between Mason Avenue and Calle Grande Street".

FINANCIAL MANAGEMENT ID# 439690-1-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

LANDSCAPE ARCHITECT'S CERTIFICATION OF SUBSTANTIAL COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Registered Landscape Architect has been completed in substantial compliance with the Project construction plans and specifications. If any deviations have been made from the accepted plans, a list of all deviations along with an explanation that justifies the reason to accept each deviation will be attached to this Certification.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Attachment: JPA DOT Landscaping Improvements US1 (2) (1481 : US1 Landscaping JPA)

FM #439690-1-58-01
Page 30 of 30
10/4/2016

Original Draft: 7/28/2016
Revised:

Exhibit "G"
RESOLUTION

Financial Management Number: 439690-1-58-01

Attachment: JPA DOT Landscaping Improvements US1 (2) (1481 : US1 Landscaping JPA)



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 8, 2016
FROM: Kurt Swartzlander
SUBJECT: RESOLUTION 2016-R-64 A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Fiscal Year 2016-2017 Solid Waste Budget; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1484)
APPLICANT:
PLANNER:

DISCUSSION: On October 7th Hurricane Matthew caused damage throughout the city. Immediately following the storm both City employees and City contractors began the clean up process.

FISCAL ANALYSIS: Based on previous storm experience staff is recommending a budget amendment of \$2,000,000.00 to cover the cost of storm related debris removal. During the 2004 hurricanes the City spent over \$1,800,000. This is an initial estimated budget adjustment based on current debris numbers. Our Debris Monitoring company will be providing more detailed estimates of cost in the future. However, staff is asking for this amendment to cover immediate storm related debris removal and monitoring expenses. These costs should be eligible for reimbursement through FEMA in the 75-85% reimbursement categories. This Amendment only covers storm debris removal. It does not cover any repairs to city property.

STAFF RECOMMENDATION: Amend the Budget an estimated \$2,000,000.00 as per attached "Exhibit A".

COMMISSION GOAL:

Goal #1:

Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION: Approve Resolution 2016-R-64 amending the Solid Waste Budget for the

Resolution (ID # 1484)

Meeting of November 8, 2016

purposes of Storm Debris Removal.

ATTACHMENTS:

- Exhibit A (PDF)

Resolution No. (ID # 1484)**RESOLUTION 2016-R-64 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2016-2017 SOLID WASTE BUDGET; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2016-R-64**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2016-2017 SOLID WASTE BUDGET; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On October 7th, 2016 the City suffered city wide damage from Hurricane Matthew; and

WHEREAS, In order to maintain public health and safety, the City immediately began the debris removal process; and

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to address these storm related costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City hereby amends the budget as per the attached "Exhibit A".

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 8th day of NOVEMBER, 2016.

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2016-2017

Requesting Department		Date
Solid Waste		11/8/2016
TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
495-0000-380-10-00	Appropriated Fund Balance	2,000,000.00
	Total	2,000,000.00
ADD FUNDS TO ACCOUNT NUMBER:		
495-3040-534-34-00	Other Contractual Services	2,000,000.00
	Total	2,000,000.00

Purpose of Transfer: (include as much detail as possible)

For Commission Approval November 8, 2016
 To appropriate funds for estimated Hurricane Matthew Debris Removal

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

----- Management Approvals -----		
Department Head Signature		Date
City Manager Signature		Date
----- For Finance Use Only -----		
Step 1: Finance Review		
		Date
Step 2: Budget Adjustment Entry		
Funds are available for this request?	☐ Yes ☐ No	
		HTE Group #
Employee Signature		Date



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: November 8, 2016
FROM: Mark Juliano
SUBJECT: Resolution 2016-R-65 A Resolution of the City Commission of the City of Holly Hill, Florida, Entering into an Easement Agreement, and Amending the FY 2016-17 Budget; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1483)
APPLICANT:
PLANNER:

DISCUSSION:

Attached is the easement agreement signed by the Merlino's. Public Works is requesting the City Commission to allow the City Manager to execute the easement for this property and \$8000 compensation for said easement. Originals will be delivered for final execution.

Construction on the rehabilitation of the station began on Sep 24, 2015 and work was completed on Oct 28, 2015. During the construction the following issues were raised by the Merlino's (566 10th St) and addressed:

- After discussing with Mrs Merlino the electrical panel was rotated 90-degrees to mitigate the view out of the front bay window onto the control panel.
- As a result of a complaint from the Merlino's the wet well and valve vault top elevations were lowered 7-inches from their installed height to mitigate the impact of the structures on the Merlino's view. This additional work cost the City \$5,750.
- The contractor provided new sod over 60 percent of the front yard and a new concrete driveway over 60-percent of the driveway as compensation to the Merlino's for utilizing their yard as a staging area.

Shortly after the completion of the Station, the Merlino's obtained legal representation from Maureen Jones claiming the aesthetic devaluation of her home caused by the replacement of Lift Station 17 when it was found that when the electrical panel was rotated, it now encroached into the Merlino's property on the west side by 10 feet. Ms. Jones attempted to negotiate a settlement with the City for an easement to be granted for the panel in exchange for \$8000 compensation.

This was verbally agreed to in the field and a letter sent to the City Manager by Ms. Jones confirming said understanding., Shortly thereafter, Mrs. Merlino rescinded said verbal agreement and Ms. Jones resigned as counsel.

The Merlino's then obtained legal representation from Wickersham and Bowers in August 2016. Wickersham and Bowers requested \$20,000 in compensation which was rejected. Wickersham and Bowers has since agreed to the \$8,000 compensation originally negotiated.

It is understood that the Merlino's retain full ownership of the entire property and the easement is for the purposes of granting the city access and maintenance of the lift station control panel.

FISCAL ANALYSIS:

In exchange for a Utility Easement measuring 5 feet wide and 10 feet long (5' x 10') the City of Holly Hill will pay to the Merlino's a total of \$8,000.00 (Eight Thousand Dollars). The City of Holly Hill will be responsible for any costs associated with preparing and recording of the Easement Documents.

STAFF RECOMMENDATION:

Approve the Settlement Agreement and authorize the City Manager to execute the easement for the property located at 566 10th Street providing for \$8000 in compensation for said easement. Originals will be delivered for final execution.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2016-R-65, APPROVING THE SETTLEMENT AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT FOR THE PROPERTY LOCATED AT 566 10TH STREET PROVIDING FOR \$8,000 IN COMPENSATION FOR SAID EASEMENT; ORIGINALS WILL BE DELIVERED FOR FINAL EXECUTION.

ATTACHMENTS:

- Permanent Utility Easement signed by Merlinos (2)(PDF)
- Settlement Agreement and Release signed by Merlinos (2) (PDF)
- Exhibit A (PDF)

Resolution No. (ID # 1483)**RESOLUTION 2016-R-65 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ENTERING INTO AN EASEMENT AGREEMENT, AND AMENDING THE FY 2016-17 BUDGET; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2016-R-65**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ENTERING INTO AN EASEMENT AGREEMENT, AND AMENDING THE FY 2016-17 BUDGET; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is desires to enter into an agreement for an easement for Lift Station #17; and

WHEREAS, the a Budget amendment is required to cover the price of the easement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Manager shall be authorized to enter into the easement agreement.

SECTION 2. The budget shall be amended per the attached “Exhibit A”.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 8th day of NOVEMBER, 2016.

PERMANENT UTILITY EASEMENT

THIS INDENTURE made by and between Anthony Merlino and Rabha Merlino (Grantor) and the City of Holly Hill, a Florida municipality located in Volusia County, Florida (Grantee):

WITNESSETH

That for and in consideration of the sum of Eight Thousand Dollars (\$8,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor grants, sells and conveys unto the Grantee, its successors and assigns, a permanent underground utility easement along, under, over and across certain real property located in Volusia County, Florida, more particularly described as and depicted in Attachment A.

The Permanent Utility Easement shall authorize the Grantee to install, operate, maintain and repair utility improvements, including the right to transmit and convey public utilities through, under and on said land, together with the right to excavate and refill ditches and trenches for the purpose of maintaining and repairing said improvements, provided that, in each and every instance where Grantee has excavated, Grantee shall, at its expense, upon completion of said excavation, repair or replace all improvements, including sod and landscaping, restore the site to its original elevation and removed or disturbed during such process.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns, including Grantee's agreement to reconnect Grantor's utilities to the utility lines at Grantee's expense within the appropriate dedicated easements and at the approximate same location(s) and with the same level of service as the current utility service.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute a covenant running with and binding upon the premises described herein and shall constitute an obligation on said premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on this 27th day of October, 2016.

Signed in the presence of:

Leah M. Cantrell
Randi M. Webb

Anthony Merlino
Anthony Merlino

Date: 10/27/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of October, 2016, by Anthony Merlino who [] is

personally known to me or ☒ has produced a drivers' license as identification and who
☐ did ☒ did not take an oath.

Leah M. Cantrell
 Notary Public,

Printed
 Name _____

My Commission Expires _____



Leah M. Cantrell
Karen M. Webb

Rabha Merlino
 Rabha Merlino

Date: 10/27/16

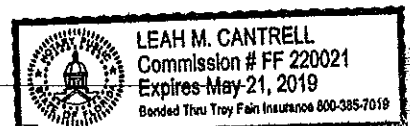
STATE OF FLORIDA
 COUNTY OF VOLUSIA

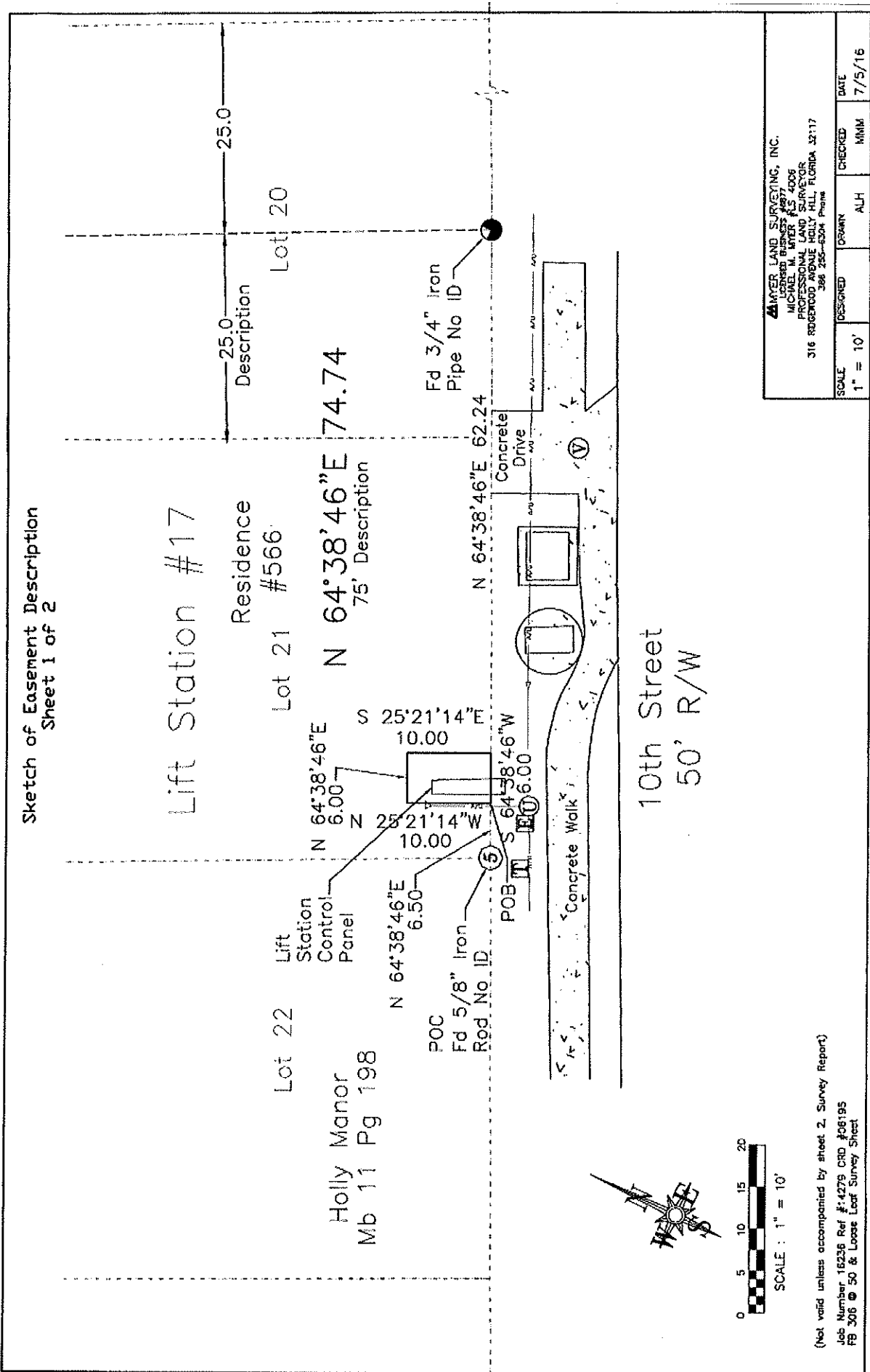
The foregoing instrument was acknowledged before me this 27th day of October, 2016, by Rabha Merlino who ☐ is personally known to me or ☒ has produced a drivers' license as identification and who ☐ did ☐ did not take an oath.

Leah M. Cantrell
 Notary Public,

Printed
 Name _____

My Commission Expires _____





SURVEY REPORT
Sheet 2 of 2

LEGAL DESCRIPTION: A portion of Lot 21, Holly Manor according to the plat thereof recorded in Map Book 11, page 198, of the Public Records of Volusia County, Florida, and being more particularly described as follows: Commencing at the southwesterly corner of Lot 21, aforesaid, thence N 64°38'46"E, for a distance of 6.50 feet, along the said southerly line of Lot 21, aforesaid; thence departing said southerly line, N 25°21'14"W, for a distance of 10.00 feet; thence parallel with the said southerly line of Lot 21, aforesaid, N 64°38'46"E, for a distance of 6.00 feet; thence S 25°21'14"E, for a distance of 10.00 feet, to the southerly line of Lot 21, aforesaid; thence S 64°38'46"W, for a distance of 6.00 feet, to the Point of Beginning. The above described parcel contains 60 square feet more or less.

GENERAL NOTES:

1. This is not a survey.
2. Bearing basis assumed: S 64°38'46"W along the southerly right of way line of Hibiscus Avenue.
3. Underground utilities were not located.
4. No title search has been performed by or provided to MYER LAND SURVEYING.
5. Dimensions shown are feet and decimals thereof.

GENERAL LEGEND:

A	Arc length	NGVD	National Geodetic Vertical Datum
A/C	Air conditioning pad	P	Pool pump
A/U	Aerial utilities	PC	Point of curve
C	Cable TV service	PCC	Point of compound curve
CALC	Calculation	PCP	Permanent control point
CB	Catch basin	POB	Point of beginning
CL	Centerline	POC	Point of commencement
CLF	Chain link fence	PP	Pinched pipe
CM	Concrete monument	PRC	Point of reverse curve
CMP	Corrugated metal pipe	PT	Point of tangent
CONC	Concrete	PVC	Polyvinyl chloride
D	Delta	R	Radius
DESC	Description	R&C	Rod and cap
Ⓢ	Electric meter	RCP	Reinforced Concrete Pipe
E(LY)	East(erly)	REC	Recovered
EMT	Electrical metal tubing	RLS	Registered land surveyor
FD	Found	R/W	Right of Way
FLD	Field	Ⓢ	Utility services
G	Gas meter	S(LY)	South(erly)
FPL	Florida Power and Light	T	Telephone service
FPLS	Florida Professional Land Surveyor	TYP	Typical
IP	Iron pipe	U	Utility pole
L	Light pole	Ⓢ	Water meter
LB	Licensed business	W(LY)	Westerly
N(LY)	North(erly)	WF	Wooden fence
N&D	Nail and disc		

Michael M. Myer

Digitally signed by Michael M. Myer
DN: cn=Michael M. Myer, o=Myer Land Surveying,
inc, ou, email=mmyer4006@bellsouth.net, c=US
Date: 2016.07.05 16:24:17 -04'00'

(This Survey Report is not valid unless signed, embossed with signatory's seal and accompanied by sheet 1, Sketch of description, Job No. 16236.)

MICHAEL M. MYER, PS# 184096 (Copyright reserved.)

Report and Map of Survey exclusively prepared for the benefit of:
Quentin L. Hampton Associates
City of Holly Hill

16236 CRD 06195 FB 306 pp 58, and loose leaf

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

WHEREAS, the City of Holly Hill (City) installed utility improvements on the property located at 566 10th Street, Holly Hill (Property) which is owned by Anthony and Rabha Merlino (Owners). These utility improvements included a lift station and power supply for the lift station.

WHEREAS, the City located the utility improvements in an area on the Property to minimize the visual impact while remaining within the existing utility easement.

WHEREAS, however, some of the utility improvements were located outside the utility easement.

WHEREAS, the City and Owners have agreed that the City will purchase an additional utility easement and compensate the Owners for locating the utility improvements outside the utility easement, pursuant to the following terms and conditions.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the total sum of EIGHT THOUSAND DOLLARS (\$8,000.00) paid to the OWNERS, the parties hereby release, remise and forever discharge each other and their insurers, agents, servants, employees, officers, and elected officials, past and present, and any persons, firms, corporations, general partnerships, limited partnerships or individuals in privity with them, their heirs, administrators, personal representatives, executors, successors, subsidiaries or parent corporations ("Releasees"), of and from any and all manner of action and actions, cause and causes of action, suits, damages, sums of money, trespasses, controversies, grievances, claims and demands whatsoever, in law or in equity, whether direct or indirect, and including claims for contribution, indemnity, subrogation, costs, interest and attorney's fees, which they and any of their insurers, successors, assigns and/or subrogees have, or hereafter can, shall or may have against each other arising from or in any way related to the above-described location of utility equipment by the City on the Property, either directly or indirectly, as described above.

It is further agreed that the Owners shall execute the Utility Easement attached hereto marked as Exhibit A. The City shall be responsible for pay all costs of recording the Utility Easement in public records.

It is further agreed that each party shall bear their own costs and attorney's fees.

It is further understood and agreed that neither party admits any legal liability arising out of the above-described incident, and that it shall not be estopped or otherwise barred from asserting any and all defenses which they may have against any and all claims arising out of the said incident.

A.M.
R.M.

In entering into this Agreement, the parties acknowledge that they have been represented by legal counsel in connection with the issue which is the subject matter of this document and that the legal effect of this document has been fully and completely explained to it, that the terms of this document are fully understood and voluntarily accepted by it, and that the person signing this release on behalf of said entity is legally authorized to sign this Release and bind each party thereby.

IN WITNESS WHEREOF, the parties hereto hereby freely and voluntarily execute this Agreement on the date so indicated below.

Signed, sealed and delivered
in the presence of:

City of Holly Hill

By: _____

Date: _____

STATE OF FLORIDA:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____, who is personally known to me or who as produced _____ as identification.

NOTARY PUBLIC

Name _____

My commission expires: _____

(REMAINDER OF PAGE INTENTIONALLY BLANK)

A.M.

R.M.

Signed, sealed and delivered
in the presence of:

Leah M. Cantrell

Randi M. Witt

Anthony Merlino
Anthony Merlino

Date: 10/27/16

STATE OF FLORIDA:
COUNTY OF Volusia:

The foregoing instrument was acknowledged before me this 27th day of October, 2016 by Anthony Merlino, who is personally known to me or who as produced Florida Driver's License as identification.

Leah M. Cantrell
NOTARY PUBLIC

Name _____

My commission expires: _____



Signed, sealed and delivered
in the presence of:

Leah M. Cantrell

Randi M. Witt

Rahba Merlino
Rahba Merlino

Date: 10/27/16

STATE OF FLORIDA:
COUNTY OF Volusia:

The foregoing instrument was acknowledged before me this 27th day of October, 2016 by Rahba Merlino, who is personally known to me or who as produced Florida Driver's License as identification.

AM.
RM.

Leah M. Cantrell

NOTARY PUBLIC

Name _____

My commission expires: _____



A.M.
B.M.

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2016-2017

Requesting Department		Date
Wastewater		11/8/2016
TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
400-0000-380-10-00	Appropriated Fund Balance	8,000.00
Total		8,000.00
ADD FUNDS TO ACCOUNT NUMBER:	Other Special Costs	8,000.00
400-3020-535-49-10		
Total		8,000.00

Purpose of Transfer: (include as much detail as possible)

For Commission Approval November 8, 2016
 To appropriate funds for Lift Station #17 easement

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

----- Management Approvals -----		
Department Head Signature	Date	
City Manager Signature	Date	
----- For Finance Use Only -----		
Step 1: Finance Review		
Finance Director Signature	Date	
Step 2: Budget Adjustment Entry		
Funds are available for this request?	☐ Yes ☐ No	
Employee Signature	Date	HTE Group #



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: November 8, 2016
FROM: Joseph Forte
SUBJECT: Resolution 2016-R-69 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing Task Order No. 1 for Debris Monitoring with Contractor, Tetra Tech, Inc.; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1486)
APPLICANT:
PLANNER:

DISCUSSION: The City of Holly Hill entered into a cooperative agreement with Volusia County for Debris hauling with Ash Brit and Debris Monitoring Services with tetra Tech, Inc. Task Order No 1 was received from Tetra Tech, Inc., in an amount not to exceed \$214,065.00 for the period of time between October 6, 2016 and December 31, 2016.

FISCAL ANALYSIS: The City Commission will be approving a Budget Amendment to cover the costs associated with the debris hauling and monitoring in the amount of \$2,000,000.00. Funds are available in the solid waste reserve fund.

STAFF RECOMMENDATION: To approve Task Order No1 and authorize the City manager to execute Task Order No1.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION: To approve Task Order No1 and authorize the City manager to execute Task Order No1.

ATTACHMENTS:

- Holly Hill, City of, FL_Task Order No. 1-2016-HurricaneMatthew-HollyHill (Debris Monitoring) - TT Signed (PDF)

Resolution No. (ID # 1486)**RESOLUTION 2016-R-69 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING TASK ORDER NO. 1 FOR DEBRIS MONITORING WITH CONTRACTOR, TETRA TECH, INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2016-R-69**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING TASK ORDER No 1 FOR DEBRIS MONITORING WITH CONTRACTOR, TETRA TECH, INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has entered into a cooperative agreement with Volusia County for Debris hauling and Debris Monitoring; and

WHEREAS, Tetra Tech, Inc., has submitted Task Order No. 1- 2016-Hurricane Matthew for Debris Monitoring Services for a period of time between October 6, 2016 and December 31, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Manager shall be authorized to enter into and execute Task Order No. 1-2016-Hurricane Matthew for Debris Monitoring Services not to exceed \$214,065.00.

SECTION 2. The budget shall be amended to pay for these expenses from the solid waste reserve fund.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 8th day of NOVEMBER, 2016.

CITY OF HOLLY HILL, FLORIDA
TASK ORDER No. 1-2016-HurricaneMatthew-HollyHill

In accordance with the Notice-to-Proceed dated October 6, 2016 issued by the **City of Holly Hill, Florida** (the "City") to **Tetra Tech, Inc.** (Tetra Tech), the City hereby authorizes the services to be performed for the period of performance and estimated budget set forth herein:

PROJECT: Disaster Debris Monitoring and Management Services
 2016 Hurricane Matthew

DURATION OF WORK:

Estimated project term: **October 6, 2016** through **December 31, 2016** or until the funds have been expended in full, whichever first occurs. The period of performance may be extended upon approval by both parties. To the extent the period of performance is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase in the project timeline and budget.

SCOPE:

Tetra Tech shall provide the following services:

- a. Hiring, scheduling, training and managing field monitoring staff.
- b. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- c. Monitoring and documenting debris removal contractor operations.
- d. Developing operational reports to keep the City informed of work progress.
- e. Review and reconciliation of debris removal contractor invoices prior to submission to the City for processing.

ESTIMATED COST (not to exceed)

Initial Not-to Exceed Amount: **\$214,065.00**

The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates as set forth in the Mutual Agreement between the City and Tetra Tech which was procured under the Volusia County RFP No. 15-P-54JD. The table below outlines the anticipated staff positions and level of effort for this assignment.

Labor Category	Hourly Rates	Estimated # of Staff	Estimated # of Days	Estimated # of Hours/Day	Estimated Total
On-Site Project Manager	\$75.00	1	5	45	\$16,875.00
Operations Manager	\$65.00	1	12	45	\$35,100.00
Data Manager	\$55.00	1	12	45	\$29,700.00
Field Monitor	\$33.50	4	12	45	\$72,360.00
Administrative Support Staff	\$30.00	1	12	45	\$16,200.00
Health and Safety Specialist	\$55.00	1	2	45	\$4,950.00
Billing/Invoice Analyst	\$45.00	1	4	15	\$2,700.00
Tower Monitor	\$33.50	2	12	45	\$36,180.00
Estimated Total*					\$214,065.00

**The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. Due to the uncertain nature of the work involved, Tetra Tech cannot guarantee that the work will be performed within the estimated amount provided above. If, during the performance of this work, it is determined additional hours, expenses and/or funding is required in order to complete the project, Tetra Tech and the City will mutually agree on a new/revised estimated cost and Tetra Tech will not proceed without written authorization from an authorized representative of the City.*

INVOICE AND PAYMENT:

Monthly Invoices -- Invoices are to be mailed to:

Attn: Mark T. Juliano
Public Works Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

Payment terms are Net 30 days -- Payments are to be mailed to:

Tetra Tech, Inc.
PO 911642
Denver, CO 80291-1642
Phone 321.441.8545 Brad Wesolowski
Email brad.wesolowski@tetrattech.com

APPROVED BY:

Tetra Tech, Inc.

Signature: _____

Name: Jonathan Burgiel

Title: Vice President/Operations Manager

CITY OF HOLLY HILL, FLORIDA

Signature: _____

Name: _____

Title: _____

CITY OF HOLLY HILL, FLORIDA
TASK ORDER No. 1-2016-HurricaneMatthew-HollyHill



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 8, 2016
FROM: Kurt Swartzlander
SUBJECT: RESOLUTION 2016-R-68 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Appropriate Additional Funds for the Funding of Multi Year Projects, Authorizing the Appropriation of Additional Funds for Utility Relocation on Lpga Blvd; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1479)
APPLICANT:
PLANNER:

DISCUSSION: The public works department has multi-year Water and Wastewater Capital Improvement projects that were started but not completed as originally planned in the prior fiscal year. These projects require re-appropriation of funds not expended during the previous fiscal year. In addition, Public works is needing to appropriate additional funding for the LPGA widening project that the City has contracted with Volusia county to perform the work. The city is also reallocating budgeted funds to complete the required electrical modifications to the City Hall Annex.

FISCAL ANALYSIS: This budget amendment will re-appropriate and reallocate funding to complete these on-going projects with the funding coming from their respective fund accounts and appropriate additional funds to complete the LPGA widening project.

STAFF RECOMMENDATION: Approve Resolution 2016-R-68 approving funding to finish the ongoing projects.

COMMISSION GOAL:

Goal #1:

Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION: Approve Resolution 2016-R-68, authorizing the re-appropriation and reallocation of funding for these ongoing projects.

ATTACHMENTS:

- Attachment A (PDF)

Resolution No. (ID # 1479)

RESOLUTION 2016-R-68 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROPRIATE ADDITIONAL FUNDS FOR THE FUNDING OF MULTI YEAR PROJECTS, AUTHORIZING THE APPROPRIATION OF ADDITIONAL FUNDS FOR UTILITY RELOCATION ON LPGA BLVD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2016-R-68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROPRIATE ADDITIONAL FUNDS FOR THE FUNDING OF MULTI YEAR PROJECTS, AUTHORIZING THE APPROPRIATION OF ADDITIONAL FUNDS FOR UTILITY RELOCATION ON LPGA BLVD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City has multi-year water and wastewater projects that were not completed in the prior fiscal year; and

WHEREAS, The City has contracted with Volusia County to relocate the City's utility lines as part of the LPGA Blvd widening project; and

WHEREAS, The City is desirous of completing the upgrade of the electrical system at the City Hall Annex.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission of the City of Holly Hill does hereby authorize the appropriation of additional funds as outlined in Attachment "A" Budget Amendment Requests.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 8th day of NOVEMBER, 2016.

Revision Date: 3/11/15

CITY OF HOLLY HILL

Budget Amendment Request

Fiscal Year 2016-2017

Requesting Department

Renewal & Replacement

Date

10/3/2016

TAKE FUNDS FROM ACCOUNT NUMBER:

480-0000-380-10-00

ACCOUNT DESCRIPTION:

Appropriated Fund Balance

AMOUNT:

873,000.00

Total

873,000.00

ADD FUNDS TO ACCOUNT NUMBER:

480-3010-533-63-00
480-3010-533-63-00
480-3020-535-65-00
480-3020-535-65-00
480-3020-535-65-00
480-3020-535-65-00
480-3020-535-65-00
480-3020-535-65-00
480-3010-533-63-00
480-3020-535-63-00
480-3020-535-65-00

Renewal & Replacement/Water/Infrastructure
Renewal & Replacement/Water/Infrastructure
Renewal & Replacement/Sewer/CIP
Renewal & Replacement/Sewer/CIP
Renewal & Replacement/Sewer/CIP
Renewal & Replacement/Sewer/CIP
Renewal & Replacement/Sewer/CIP
Renewal & Replacement/Sewer/CIP
Renewal & Replacement/Water/Infrastructure
Renewal & Replacement/Sewer/Infrastructure
Renewal & Replacement/Sewer/CIP

Total

177,000.00
366,000.00
16,500.00
208,500.00
237,000.00
13,000.00
4,000.00
7,500.00
7,500.00
(164,000.00)
873,000.00

Purpose of Transfer: (include as much detail as possible)

The purpose of this appropriation is to facilitate continuing multi-year Water and Wastewater Capital Improvement Projects that were started but not completed by the conclusion of FY-2016. These projects were previously budgeted and the transfer is to support the proper tracking of funds through the fiscal year change.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

Management Approvals

Department Head Signature

Date

City Manager Signature

Date

For Finance Use Only

Step 1: Finance Review

Finance Director Signature

Date

Step 2: Budget Adjustment Entry

Funds are available for this request?

☐ Yes ☐ No

HTE Group #

Employee Signature

Date

Detail for Renewal & Replacement Budget Amendment 2016-17

Carryover:

- Generator for Western Wellfield
- Water System Improvements Phase II US-1 To Riverside Drive
- Rehabilitation of Lift Station #12
- Rehabilitation of Lift Station #16
- Re-route of Lift Station #14 Force Main
- WA & WW Plant Generator Upgrades

Remove:

- SCADA Engineering completed before FY 2016-17 began

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2016-2017

Requesting Department

W&S R&R BOND SERIES 2011

Date

10/3/2016

TAKE FUNDS FROM ACCOUNT NUMBER:

487-3020-535-63-00

ACCOUNT DESCRIPTION:

W&S R&R Bond Series 2011/Sewer/Infra

AMOUNT:

10,200.00

Total

10,200.00

ADD FUNDS TO ACCOUNT NUMBER:

487-3010-533-63-00

W&S R&R Bond Series 2011/Water/Infra

10,200.00

Total

10,200.00

Purpose of Transfer: (include as much detail as possible)

Reallocate \$10,200 from W&S R&R Bond Fund Sewer to Water to increase budget for raw water line relocation due to LPGA widening.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

----- Management Approvals -----

Department Head Signature

Date

City Manager Signature

Date

----- For Finance Use Only -----

Step 1: Finance Review

Finance Director Signature

Date

Step 2: Budget Adjustment Entry

Funds are available for this request?

☐ Yes ☐ No

HTE Group #

Employee Signature

Date

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2016-2017

Requesting Department

CRA

Date

10/3/2016

TAKE FUNDS FROM ACCOUNT NUMBER:

130-5510-552-63-00

ACCOUNT DESCRIPTION:

CRA/Admin/Infrastructure

AMOUNT:

13,800.00

Total

13,800.00

ADD FUNDS TO ACCOUNT NUMBER:

130-5510-552-62-00

CRA/Admin/Buildings

9,300.00

130-5510-552-62-00

CRA/Admin/Buildings

4,500.00

Total

13,800.00

Purpose of Transfer: (include as much detail as possible)

The purpose of this transfer is to facilitate continuing electrical modifications at the City Hall Annex (PO #160274 & 160309) that were contracted but not completed by the conclusion of FY-2016.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

----- Management Approvals -----

Department Head Signature

Date

City Manager Signature

Date

----- For Finance Use Only -----

Step 1: Finance Review

Finance Director Signature

Date

Step 2: Budget Adjustment Entry

Funds are available for this request?

☐ Yes ☐ No

HTE Group #

Employee Signature

Date