

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT
AMENDMENT NUMBER 1

EXECUTION DATE: _____

Financial Management No.: 427232-2-58-01 Agency: City of Palm Coast Contract No: ARB99	Fund: DS Activity: 215 Contract Amount: \$250,000.00	Category: 088716 Object Code: 563006 Org. Code: 55054010508 Vendor No.: F593614294002
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The terms of the original Joint Participation Agreement between the STATE OF FLORIDA and the CITY OF PALM COAST for the Project known as Landscaping Improvements in the Medians of State Road 100 (Moody Boulevard) between East of State Road 9 (I-95) and West of Robert Road, executed on February 14, 2014, are hereby amended as follows:

1. Paragraphs 2.A. and 2.B., SERVICES AND PERFORMANCES, are hereby deleted and replaced with the following;

“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, with the exception of item number 8 (the LOCAL GOVERNMENT may self-perform CEI services). 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.”

2. Paragraph 3.A., MAINTENANCE, is hereby deleted and replaced with the following:

“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.”

3. Paragraph 4.B., COMPENSATION AND REIMBURSEMENT, is hereby deleted and replaced with the following;

“4. COMPENSATION AND REIMBURSEMENT

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$250,000.00 (Two Hundred Fifty Thousand 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) 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 and the Landscaping Plans as accepted by the DEPARTMENT. Deliverables must be received and accepted in writing by the DEPARTMENT'S Project Manager or designee prior to reimbursements.

ii) 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 as specified in Paragraph 2. J. was met, and that the criteria for evaluating successful completion as specified in Paragraph 2. M. was met.

iii) The LOCAL GOVERNMENT may receive progress payments for the actual costs of 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.

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

4. Exhibit "A", Scope of Services, is hereby deleted and is replaced with Attachment #1, attached to this Amendment.
5. Exhibit "B", Estimated Schedule of Funding, is hereby deleted and is replaced with Attachment #2, attached to this Amendment.
6. The accepted design plans are incorporated by reference to the Agreement. Said plans were reviewed and accepted by the DEPARTMENT on December 11, 2014. Page one (1) of the accepted design plans is hereby incorporated herein as Attachment "3".
7. The following attachments are hereby incorporated into this Amendment:
Attachment #1
Attachment #2
Attachment #3
8. Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

CITY OF PALM COAST

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name:
Title:
Date: _____

By: _____
Name: Frank J. O’Dea, P.E.
Title: Director of Transportation Development
Date: _____

Attest:

Executive Secretary (Seal)

Legal Review:

Attachment #1
Exhibit "A"
SCOPE OF SERVICES

Financial Management Number: 427232-2-58-01

Project Description and Limits of Construction:

The LOCAL GOVERNMENT shall cause to be installed landscaping and other improvements within the Medians on State Road 100 (Moody Boulevard) (Section 73020000: Milepost 4.9200 to milepost 7.004). The LOCAL GOVERNMENT will also be responsible for construction engineering and inspection.

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 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 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 approved 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 approved Landscape Plans when approved 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 Landscape Plans are accepted and identified as the Contract Plans dated December 14, 2014.

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

Attachment #2

Exhibit “B”

ESTIMATED SCHEDULE OF FUNDING

Financial Management Number: 427232-2-58-01

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 **\$250,000.00 (Two Hundred Fifty Thousand 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.

Attachment #3

ACCEPTED DESIGN PLANS