

RESOLUTION 2013-04


A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY AN AGREEMENT BETWEEN THE CITY OF LAKE WALES AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF CERTAIN STATE ROAD RIGHTS OF WAY.

WHEREAS, the City of Lake Wales and the State of Florida Department of Transportation hereto mutually recognize the need for entering into an Agreement pursuant to Section 163.01, Florida Statutes, designating and setting forth the responsibilities of each party in regards to maintenance of certain state road rights-of-way within the boundaries of the city.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Lake Wales, that:

1. The City Commission approves entering into a Maintenance Agreement with the State of Florida Department of Transportation which Agreement is designated as Contract No. BDV60, Financial Project No. 432728-1-78-10 for maintenance of certain state road rights-of-way within the boundaries of the City as described in Attachment "A" and
2. The Mayor is hereby authorized to execute the above referenced Maintenance Agreement on behalf of the City of Lake Wales.

THIS RESOLUTION INTRODUCED AND PASSED by the City Commission of the City of Lake Wales, Polk County, Florida at its regular meeting on February 19, 2013.



Mayor/Commissioner, City of Lake Wales

ATTEST:



City Clerk

Res 2013-04

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE AGREEMENT

This is an Agreement by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an Agency of the State of Florida, (hereinafter, "**DEPARTMENT**") and **CITY OF LAKE WALES** (hereinafter, "**AGENCY**") for the **AGENCY** to provide maintenance services.

WITNESSETH

1. WHEREAS, the **AGENCY** has the authority to enter into said Agreement and to undertake the project hereinafter described, and the **DEPARTMENT** has been granted the authority to function adequately in all areas of appropriate jurisdiction and is authorized under Fla. Stat. §334.044 to enter into this Agreement; and
2. WHEREAS, the **AGENCY** by Resolution No. 2013-04 dated the 19th day of February, 2013, a copy of which is attached hereto and made a part hereof, has authorized its officers to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

I. SERVICES AND PERFORMANCE

1. The **AGENCY** shall furnish certain services as described in ATTACHMENTS A and B, attached hereto and made a part hereof.
2. Locations, activities, quantities, cycles, and unit costs to be performed are listed in ATTACHMENT A.
3. Descriptions of how the activities are to performed are included in ATTACHMENT B.
4. A Supplemental Agreement shall be executed by both parties for any additions or deletions to the work described in ATTACHMENTS A and/or ATTACHMENT B. No work may commence without an executed Supplemental Agreement involving any such changes or revisions required to be covered in a Supplemental Agreement. Performance of any such services prior to the execution of a Supplemental Agreement will result in nonpayment of those services.
5. The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **AGENCY** and of the details thereof. Coordination shall be maintained by the **AGENCY** with representatives of the **DEPARTMENT**.
6. All services shall be performed by the **AGENCY** to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The Director's decision upon all claims, questions and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

7. The work specified in this Agreement is governed by ATTACHMENT A and ATTACHMENT B.
8. Reference herein to Director shall mean the **DEPARTMENT'S** District Secretary for District One, or authorized designee.
9. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the **AGENCY**. The NOTICE TO PROCEED must be issued to the **AGENCY** within sixty (60) days after Agreement execution.

II. TERM

1. This Agreement shall take effect on the execution date listed on page 7. The term for providing service under this Agreement shall be a period of three (3) years ("INITIAL SERVICE TERM"). Calculation for the INITIAL SERVICE TERM shall begin on the fourteenth (14th) calendar day after issuance of the NOTICE TO PROCEED, or on the day the **AGENCY** begins work after receipt of the NOTICE TO PROCEED, whichever date is earlier.
2. Prior to expiration of the INITIAL SERVICE TERM, and subject to mutual agreement of the parties, this Agreement may be renewed ("RENEWAL TERM") for an additional three (3) years. Renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT**. The **DEPARTMENT'S** performance and obligation to pay under any such renewal is contingent upon an annual appropriation by the Legislature. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
3. The **AGENCY** shall provide services unless terminated in accordance with Section VI below of this Agreement.

III. COMPENSATION AND PAYMENT

1. The **DEPARTMENT** shall pay the **AGENCY** for services rendered in accordance with this Agreement annually, as follows:

Three (3) quarterly lump sum payments will be made in the amount of **Five Thousand Nine Hundred One Dollars and Fifty Seven Cents (\$5,901.57)**. One (1) quarterly lump sum payment will be made in the amount of **Five Thousand Nine Hundred One Dollars and Fifty Five Cents (\$5,901.55)**. The total annual contract amount is **Twenty Three Thousand Six Hundred Six Dollars and Twenty Six Cents (\$23,606.26)**.

The Agreement funds are as follows:

\$23,606.26 from Fiscal Year 12/13

\$23,606.26 from Fiscal Year 13/14

\$23,606.26 from Fiscal Year 14/15

\$70,818.78 Total for Three (3) Years

NOTE: No more than \$23,606.26 can be expended for Fiscal Year 12/13, Fiscal Year 13/14 and Fiscal Year 14/15 of the Agreement unless the Agreement is amended.

2. The lump sum payment above is based on the unit price for services that are listed in ATTACHMENT A.
3. The **DEPARTMENT** shall have the right to retain out of any payment due the **AGENCY** under this Agreement an amount sufficient to satisfy any amount due and owing to the **DEPARTMENT** by the **AGENCY** on any other Agreement between the **AGENCY** and the **DEPARTMENT**.
4. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Fla. Stat. §215.422(14).
5. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments.
6. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
7. **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the **DEPARTMENT** of Banking and Finance. 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.
8. If a payment is not available within forty (40) days, a separate interest penalty in accordance with Fla. Stat. §215.422(3)(b), will be due and payable, in addition to the invoice amount, to the **AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **AGENCY** requests payment. Invoices which have to be returned to an **AGENCY** because of **AGENCY** 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**.
9. A Vendor Ombudsman has been established within the **DEPARTMENT** of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state **AGENCY**. The Vendor Ombudsman may be contacted at (850) 413-5516.
10. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for three (3) 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 **AGENCY'S** general accounting records and the project records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the project, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

11. 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 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. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
12. 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 Fla. Stat. §287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

IV. INDEMNITY AND INSURANCE

1. **LIABILITY INSURANCE.** The **AGENCY** shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$250,000 per person and \$500,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.
2. **WORKER'S COMPENSATION.** The **AGENCY** shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

V. COMPLIANCE WITH LAWS

1. The **AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. §119, and made or received by the **AGENCY** in conjunction with this Agreement. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

2. The **AGENCY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
3. E-Verify. The Agency 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 Agency during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement 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 subcontractor during the Agreement term.

VI. TERMINATION AND DEFAULT

1. 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 **AGENCY** 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. This Agreement may be canceled by the **AGENCY** upon sixty (60) days written notice to the **DEPARTMENT**.
2. If the **DEPARTMENT** determines that the performance of the **AGENCY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **AGENCY** 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) take whatever action is deemed appropriate by the **DEPARTMENT**.
3. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **AGENCY**, the **DEPARTMENT** shall notify the **AGENCY** 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.

If the Agreement is terminated before performance is completed, the **AGENCY** 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 **AGENCY**.

VII. MISCELLANEOUS

1. The **AGENCY** and the **DEPARTMENT** agree that the **AGENCY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in Fla. Stat. §337.274.

2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
4. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

VIII. ATTACHMENTS

1. All ATTACHMENTS referenced in this Agreement are incorporated and made a part of this Agreement.

ATTACHMENT A – Location and Cost Breakdown

ATTACHMENT B – Description of Maintenance Activities

IX. EXECUTION

In witness whereof, CITY OF LAKE WALES has caused this Agreement to be executed in its behalf, by the mayor or its designee, as authorized by its Resolution, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this agreement to be executed in its behalf through its District Secretary or authorized designee. The execution date of this Agreement shall be this 15th day of march, 2013.
FDOT to enter effective date.

CITY OF LAKE WALES, FLORIDA

ATTEST:

BY: [Signature]

CLERK

(SEAL)

2/25/2013
DATE

BY: [Signature]

TITLE

Mayor
Mike Carter 2/25/2013
PRINT NAME DATE

CITY OF LAKE WALES LEGAL REVIEW:

BY: [Signature]

DATE

2-25-13

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: [Signature]

EXECUTIVE SECRETARY

(SEAL)

Cheryl L. Willetts 3/15/13
PRINT NAME DATE

BY: [Signature]

DISTRICT ONE SECRETARY OR DESIGNEE

Randell E. Prescott 3/15/13
PRINT NAME DATE

LEGAL REVIEW:

Ally P. Dunn 3-14-13
DATE

AVAILABILITY OF FUNDS APPROVAL:

October 24, 2012
DATE

DISTRICT MAINTENANCE ADMINISTRATOR
APPROVAL:

[Signature] 3/12/13
DATE

ATTACHMENT "A"

LOCATIONS AND PRICES FOR CITY OF LAKE WALES

LOCATION: 1

Section: 16090-000 **Mile Post:** 18.291 to 20.688
State Road: State Road 17, Begin North of Winston Avenue to North of Entrance to Findlay Ind.

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	12.534	Acres	12	\$14.72	\$2,214.01
Intermediate Machine Mowing	3.456	Acres	12	\$48.29	\$2,002.68
Manual Weed Control	0.16	Acres	12	\$510.00	\$244.80
Litter Removal	15.99	Acres	12	\$6.84	\$1,312.46
Edging and Sweeping	9.59	Edge Mile	4	\$95.00	\$3,644.20

LOCATION: 2

Section: 16110-000 **Mile Post:** 29.578 to 30.632
State Road: State Road 60, Begin East of U.S 27 Overpass to State Road 17

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Intermediate Machine Mowing	3.27	Acres	12	\$48.29	\$1,894.90
Slope Mowing	0.63	Acres	10	\$68.57	\$431.99
Litter Removal	3.9	Acres	12	\$6.84	\$320.11
Edging and Sweeping	7.9	Edge Mile	4	\$95.00	\$3,002.00

LOCATION: 3

Section: 16130-000 **Mile Post:** 0.000 to 1.812
State Road: State Road 60, Begin East of State Road 17 to Tangelo Street

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Intermediate Machine Mowing	4.9	Acres	12	\$48.29	\$2,839.45
Slope Mowing	1.5	Acres	10	\$68.57	\$1,028.55
Litter Removal	6.4	Acres	12	\$6.84	\$525.31
Edging and Sweeping	10.91	Edge Mile	4	\$95.00	\$4,145.80

SUMMARY

Activity	Quantity	Units	Cycles
Large Machine Mowing	12.534	\$14.72	12
Intermediate Machine Mowing	11.626	\$48.29	12
Slope Mowing	2.13	\$68.57	10
Manual Weed Control	0.16	\$510.00	3
Litter Removal	26.29	\$6.84	12
Edging and Sweeping	28.4	\$95.00	4

Total Annual Cost **\$ 23,606.26**

Three Quarterly Payments **\$ 5,901.57**

One Quarterly Payment **\$ 5,901.55**

ATTACHMENT "B"
SPECIFICATIONS

MAINTENANCE OF TRAFFIC
(REV 08-30-11) (09-11)

SUBARTICLE 102-11.15 (Supplemental Specification) is deleted and the following substituted:

102-11.15 Changeable (Variable) Message Sign:

The quantity to be paid at the contract unit price will be for the number of changeable (variable) message signs certified as installed/used on the project on any calendar day or portion thereof within the contract time.

ARTICLE 102-12 (Supplemental Specification) is deleted.

SUBARTICLE 102-13.21 (Supplemental Specification) is deleted and the following substituted:

Payment will be made under the items specified in the Bid Price Proposal.

ARTICLE 102-13 (Supplemental Specification) is expanded by the addition of the following new Subarticles:

102-13.23 When No Separate Item is Shown in the Proposal:

When the proposal does not include a separate pay item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included in the contract unit price for the work being performed and no separate payment will be made.

102-13.24 Partial Payment:

When the proposal includes a separate pay item for Maintenance of Traffic - Lump Sum, partial payment will be prorated based on the percentage of contract amount earned for work completed and accepted by the Department.

ROADSIDE MOWING
(REV.09-16-09) (01-10)

PAGE 135. The following new Section is added after Section 104:

ME104-40-1 Description.

Mow grass or vegetation in roadside areas with conventional mowing equipment. Use specialized equipment or hand labor when required to perform specified work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other vegetation within the area to be mowed.

Furnish a complete proposal of a plan to accomplish the required work, including a list of the equipment and personnel to be utilized, prior to execution of the Contract.

ME104-40-2 Types of Mowing Areas.

ME104-40-2.1 General:

The Engineer will determine the areas to be cut and type of mowing to be accomplished in each.

All hand labor required to perform the specified work around appurtenances will be incidental to the type of mowing being performed. Appurtenances include, but are not limited to, sign post and bases, delineator post, fences, guardrail, barrier walls, end walls, pipes, drainage structures, poles, guys, mail boxes, landscaped areas, and trees.

ME104-40-2.2 Large Machine Mowing:

Large machine mowing encompasses the routinely mowed areas of shoulders, front and back slopes that are 3 horizontal to 1 vertical or less, roadside ditch bottoms, large median islands and similar areas conducive to the use of large machine mowing equipment.

ME104-40-2.3 Slope Mowing:

Slope mowing is generally limited to slopes greater or steeper than 3 horizontal to 1 vertical and are relatively inaccessible to the use of conventional style equipment, e.g., steep slopes, wet roadside ditch bottoms, canal banks, intersections, overpasses, etc. These type areas will require the use of specialized equipment designed for slope mowing.

ME104-40-2.4 Intermediate Machine Mowing:

Intermediate machine mowing consists of mowing areas not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment. These areas consist of shoulders, roadside ditch bottoms, raised median islands, various width utility strips, and similar areas.

ME104-40-2.5 Small Machine Mowing:

Small machine mowing consists of mowing areas not accessible by large and intermediate machine mowing equipment. These areas consist of narrow shoulders, landscaped shoulders, narrow roadside ditch bottoms, raised landscaped median islands, narrow width utility strips, and similar areas.

ME104-40-3 Frequency of Mowing.

The area and limits of mowing have been previously established and are distinguishable in the field. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the Department and around existing appurtenances located within the roadway right-of-way as directed by the Engineer.

The Engineer will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing cycle, and the total number of cycles. Complete each mowing cycle within N/A calendar days of beginning the cycle, weather permitting. The approximate number of cycles for each type of mowing will be as follows:

Large Machine Mowing	<u>12</u> cycles (<u>N/A</u> <u>minimum</u> cycles)
Slope Mowing	<u>10</u> cycles (<u>N/A</u> <u>minimum</u> cycles)
Intermediate Machine Mowing	<u>12</u> cycles (<u>N/A</u> <u>minimum</u> cycles)
Small Machine Mowing	<u>N/A</u> cycles (<u>N/A</u> <u>minimum</u> cycles)

Mow Wildflower plots approximately N/A times per year. Wildflower plots or naturally occurring wildflowers are to be avoided when in bloom and when re-seeding. A deduction will not be made from the pay quantities for any wildflower area not mowed, unless it exceeds one (1) acre.

Quantities will be agreed upon prior to beginning work in any area in question.

ME104-40-4 Equipment.

Equip all mowing equipment with a slow moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18 inch X 18 inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

If the Engineer determines that any equipment is deficient in safety devices, remove the equipment from service immediately. Keep the equipment out of service until the deficiency is corrected to the satisfaction of the Engineer. Inspection of the equipment by the Engineer will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

Maintain the mowing equipment so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowing equipment used will have the capability of cutting a height from 4 inches to 12 inches.

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein.

ME104-40-5 Method of Operation.

Begin any mowing cycle when authorized by the Engineer in writing.

Notify the Engineer when a cycle is started and when work is interrupted for any reason.

Prior to beginning work on the first cycle, provide a pattern or plan for mowing to the Engineer for approval. Subsequent cycles will follow the pattern adopted for the first cycle.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one (1) mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

Complete each mowing cycle in its entirety prior to beginning another cycle.

When work by other's, or weather conditions of a temporary nature, prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Engineer may require mowing of these areas as part of the cycle without penalty for exceeding the time allowed or additional compensation.

Do not mow-grassed areas saturated with standing water to the point standard mowing equipment may not be used without excessive damage to the turf. At the Engineer's discretion, mow the areas during a subsequent cycle, or cut to the surface of the water using hand labor or other specialized equipment. Additional compensation may be requested for alternate methods used to mow wet areas (as specified in Subarticle 104-40-9). Quantities will be agreed upon prior to beginning work in any area in question. No deduction will be made from the pay quantities for any one area authorized by the Engineer to remain un-mowed during a cycle unless it exceeds one (1) acre in extent.

Prior to mowing, pickup, remove and dispose from the right-of-way, any large items such as wood, tires, cans, bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped, or scattered by the mower and result in an objectionable appearance.

Exercise the necessary care to preclude any source of litter.

ME104-40-6 Limitation of Operation.

Maintenance of traffic will be in accordance with Section 102. When mowing within four (4) feet of the travel-way (travel lane), operate the equipment in the same direction of the traffic, unless the adjacent lane is closed to traffic. All lane closures will have the prior approval of the Engineer. Mowers may operate in either direction when mowing four (4) feet or more from the travel-way. Perform all work during daylight hours.

The foregoing requirements are to be considered as minimum and compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

ME104-40-7 Quality.

Completed areas will be reviewed for quality and acceptance by the Engineer. Re-mow areas determined to be unsatisfactory, by the Engineer, at no additional cost to the Department. Complete areas requiring re-mowing within the mowing cycle time specified in Subarticle 104-40-3.

Mow all grass and vegetation to a height of 6 inches +/- ½ inch. When determined by the Engineer, certain areas, due to location, may be cut to a height of 4 inches +/- ½ inch.

No streaking or scalping will be allowed in the areas mowed. Mowing areas of different widths will be connected with smooth flowing transitions. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.

Mow all grass and vegetation on slopes or around appurtenances to the same height and quality as the surrounding mowed area when using hand tools.

Negligence that results in damage to turf, curbs, sidewalks, pavement, signs or structures, mail boxes, appurtenances, etc. will be repaired or replaced to the satisfaction of the Engineer at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished during the cycle.

It is not required to remove grass or other vegetation cuttings from the right-of-way, or required to rake or pick up the cuttings.

ME104-40-8 Method of Measurement.

The quantities to be paid for will be the area, in acres, of mowing completed and accepted.

ME104-40-9 Basis of Payment.

Additional compensation for hand labor or the use of specialized equipment in cutting wet areas will be included under Item No. E104-4-2 Slope Mowing.

Prices and payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all mowing operations specified. Compensation will be the unit price per acre for mowing times the actual acres completed and accepted.

Payment will be made under the items specified in the Bid Price Proposal.

ROADSIDE LITTER REMOVAL

(REV. 09-16-09) (01-10)

PAGE 160. The following new Section is added at the end of Section 110:

SECTION ME110-30

ROADSIDE LITTER REMOVAL

(REV. 09-16-09)

ME110-30.1 Description.

Provide pickup, removal, disposal of litter, and otherwise undesirable or objectionable appearing debris within the maintained limits of the highway right-of-way.

Litter or debris may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, and other items to be removed under this work.

ME110-30.2 Frequency of Removal.

The Engineer will determine when to begin each pickup. Areas or portions of areas may be increased or decreased, as determined by the Engineer. The total number and the timing of pickup will depend upon the litter conditions that exist. Areas specified as litter removal areas will be picked up approximately 12 times. The actual number of litter pickups may be increased or decreased, as determined by the Engineer, due to the intensity of litter or special events.

Complete each litter removal cycle within (to be determined by the engineer) calendar days of beginning the cycle, weather permitting, as determined by the Engineer.

ME110-30.3 Equipment.

Equipment that is utilized to transport litter will be constructed in a manner to preclude further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Submit a written request for approval, to the Engineer, for the use of specialized equipment designed for mechanized removal of litter and debris. Demonstrate satisfactory results at no cost to the Department that the specialized equipment will produce quality litter removal, if deemed necessary by the Engineer. The Engineer may require additional safety devices or precautions unique to the equipment.

Equipment that damages curbs, pavement, or turf will not be allowed.

ME110-30.4 Limitation of Operation.

Any equipment left on the right-of-way overnight will be parked outside the clear zone, except in median areas where no equipment will be permitted to be parked overnight. All service and supply operations will be conducted between the travel-way and the right-of-way line and be outside the clear zone. No supply vehicles will enter the median for any purpose. No service vehicle will enter the median except when necessary to repair or remove inoperable equipment.

No work will be permitted during non-daylight hours.

Workmen will wear orange clothing of high visibility such as a vest, shirt, or jacket, when performing litter pickup operations.

ME110-30.5 Disposal of Litter and Debris.

Provide locations for disposal and remove all litter that has been placed in trash bags for pick up from the right-of-way at the end of each working day. Be responsible for disposal of litter and debris and any cost that may incur in accordance with applicable local and state laws. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.

Provide the landfill receipts with each invoice submittal.

ME110-30.6 Quality.

Completed areas will be reviewed for quality and acceptance by the Engineer. Areas determined to be unsatisfactory, by the Engineer, will be re-cleaned at no additional cost. Areas will be cleaned in a manner that they are left reasonably free of all litter and debris. The Engineer will not penalize for litter and debris that may have been deposited between the time the work was completed and the time when the Engineer approves the work. However, the Engineer's judgment when evaluating completed work will be final.

ME110-30.7 Method of Measurement.

The quantities to be paid for under this Section will be the number of acres of roadside cleaned and accepted.

ME110-30.8 Basis of Payment.

Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete designated areas of litter and debris removal, less any areas omitted.

Payment will be made under the items specified in the Bid Price Proposal.

EDGING AND SWEEPING**(REV. 09-16-09) (01-10)**

PAGE 160. The following new Section is added at the end of Section 110:

**SECTION ME110-32
EDGING AND SWEEPING****(REV.09-16-09)****ME110-32.1 Description.**

Edge, sweep, remove and dispose of vegetation from curb and gutter and sidewalk areas including, but not limited to, median island curbs, roadside curbs, the front and/or backside of sidewalks and gutters, bike paths, curb inlets throats and other areas as designated by the Engineer.

ME110-32.2 Frequency of Edging and Sweeping.

The Engineer will determine the total number of edging and sweeping cycles and when to begin each cycle. All areas designated are to be edged and swept approximately 4 times. Complete each cycle within (to be determined by the engineer) calendar days from the beginning of the cycle, weather permitting, as determined by the Engineer.

Quantities will be agreed upon prior to beginning work in any area in question.

ME110-32.3 Equipment.

Provide positive means to control dust from edging and sweeping operations.

Use equipment for removal or transportation of debris or litter that precludes distribution or loss of debris or litter along the roadway.

Operate moving equipment in the same direction as the flow of traffic.

ME110-32.4 Method of Operation.

Do not begin work until authorized, in writing, by the Engineer. Develop a work pattern from the locations listed in the work document, unless the Engineer designates the priority of the work.

Edging – The blade of the edger must produce a clear sharp cut. The trench resulting from the actions of the cutting blade will not exceed one inch in width from the edge of the surface being edged. Do not push grass or weeds into the trench.

Vegetation – Vegetation consists of grass, weeds, or bushes up to one inch in diameter that extend beyond the normal grassed areas onto the curb, sidewalk, bike paths, or other designated areas. Uniformly cut and remove all vegetation, extending over the sidewalk, bike paths, or other designated area to the back edge of the sidewalk, bike path, or other designated area.

Sweeping – Sweep all debris (grass, weeds, soil, litter, etc.) from the curb and gutters, inlet grates, sidewalks, and bike paths to produce a clean appearance. Do not use blowers in the edging, sweeping or debris removal operation. Remove the soil and vegetation from the gutter or sidewalk, including joint areas, and dispose of properly.

Debris Disposal – Remove debris and/or litter produced by the edging or sweeping from the job site daily. Do not stockpile or store debris or litter on the right-of-way overnight. Dispose of all debris from the edging, sweeping, and vegetation trimming in accordance with local, state, and federal laws. Include the cost of disposal of the debris, litter, and vegetation trimmings in the contract unit price for edging and sweeping. Remove any debris that falls into curb and inlet structures.

Return at a later time and complete the edging and sweeping operations in areas where access is blocked by parked vehicles or other obstructions.

Conduct all edging, sweeping, and disposal activities during daylight hours only, unless otherwise specified in the contract documents or approved by the Engineer. The Engineer may approve nighttime operations upon request, at no additional compensation for nighttime traffic control. The Engineer may restrict the hours of operations based on peak traffic hours, local conditions, or special events. Complete all required edging, sweeping, and disposal of debris within the limits worked by the conclusion of each workday.

The quality and acceptance of work will be determined by the Engineer. Re-edge or re-sweep areas that are determined to be unacceptable at no additional cost to the Department.

Repair or replace damage to curbs, sidewalks, pavement, or turf due to negligence to the satisfaction of the Engineer at no additional compensation.

ME110-32.5 Method of Measurement.

The quantities to be paid will be the total miles of edges of curb and gutter, paved shoulders, sidewalks or other areas, edged and/or swept, completed and accepted. Areas that are maintained by businesses, groups, individuals, or areas where the grass and/or weeds fail to grow sufficiently to justify performing this work will be omitted as determined by the Engineer.

Areas requiring more than one edging/sweeping pass to sufficiently remove the debris will not be compensated twice.

ME110-32.6 Basis of Payment.

Price and payment will be full compensation for all the work specified in this Section and will include all equipment, labor, materials, and incidentals necessary to complete the work.

Payment will be made under the items specified in the Bid Price Proposal.

RESOLUTION 2013-04

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY AN AGREEMENT BETWEEN THE CITY OF LAKE WALES AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF CERTAIN STATE ROAD RIGHTS OF WAY.

WHEREAS, the City of Lake Wales and the State of Florida Department of Transportation hereto mutually recognize the need for entering into an Agreement pursuant to Section 163.01, Florida Statutes, designating and setting forth the responsibilities of each party in regards to maintenance of certain state road rights-of-way within the boundaries of the city.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Lake Wales, that:

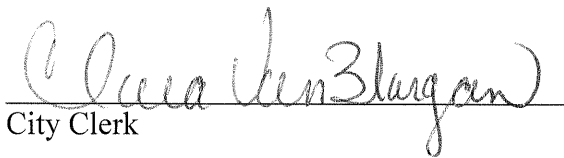
1. The City Commission approves entering into a Maintenance Agreement with the State of Florida Department of Transportation which Agreement is designated as Contract No. BDV60, Financial Project No. 432728-1-78-10 for maintenance of certain state road rights-of-way within the boundaries of the City as described in Attachment "A" and
2. The Mayor is hereby authorized to execute the above referenced Maintenance Agreement on behalf of the City of Lake Wales.

THIS RESOLUTION INTRODUCED AND PASSED by the City Commission of the City of Lake Wales, Polk County, Florida at its regular meeting on February 19, 2013.



Mayor/Commissioner, City of Lake Wales

ATTEST:


City Clerk