



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 04/08/2016

P3 ✓ 4/18/16
5/4/16 processed orig

DOCUMENT TITLE: Joint Participation Agreement with the Florida Department of Transportation for Lake Ridge Sunrise Boulevard in the amount of \$90,802

COMM. MTG. DATE: 04/05/2016 CAM #: 16-0385 ITEM #: CR-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CCO Router Name/Ext: LauraC/6316 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☒ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Clerk's Office: Granicus document attached: ☒ YES ☐ NO # of Originals routed: 3
Date to CAO: 04/08/2016

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 3

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☐ YES ☐ NO

Date to CCO: 4/12/16

RMH
Attorney's Name

RMH
Initials

Wendy - Please add
Reso # on page 1 and on
city sig. page - Thanks

3) City Clerk's Office: # of originals: _____ Routed to: Name/Dept/Ext: _____ Date: _____

4) Dept: _____ Router Name/Ext: _____ # of originals routed: _____ Date to CCO: _____

5) City Clerk's Office: # of originals: 3 Routed to: Gina Ri/CMO/X5013 Date: 4/14/16

6) City Manager's Office: CMO LOG #: Apr 38 Document received from: _____

Assigned to: L. FELDMAN ☐ S. HAWTHORNE ☐ C. LAGERBLOOM ☒
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM

(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 3 originals to ☒ Mayor ☐ CCO

7) Mayor/CRA Chairman: Please sign as indicated. Forward 3 originals to CCO for attestation/City seal (as applicable)

8) City Clerk's Office: Retains 0 original and forwards 3 original(s) to: Shaquella Holmes - PW (Name/Dept/Ext)
Return one fully executed original to CCO ☒ YES ☐ NO Attach 5197 certified Reso # 5197 ☐ YES ☒ NO
Original Route form to CCO

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Handwritten text in Persian script, possibly a signature or title.

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DUNS No.: 80-939-7102
CSFA No.: N/A

Contract No.: AS181
FM No: 428726-2-58-01
FEID No: VF-596-000-319

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

THIS Joint Participation Agreement (hereinafter referred to as "AGREEMENT"), entered into this 26 day of April, 2016, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and City of Fort Lauderdale, located at 100 N. Andrews Avenue, Fort Lauderdale, FL 33309, hereinafter referred to as the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide paving, milling and resurfacing and the placement of permanent markings in connection with Financial Management (FM) Number 428726-2-58-01 (Funded in Fiscal Year 2015/2016) for the milling and resurfacing work of the West Bound outside lane of SR5/US1 (also Sunrise Boulevard) from NE 7th Ave to NE 18th Ave, Broward County, Florida. Refer to **Exhibit A**, Scope of Services, attached hereto and made of part hereof; and

WHEREAS, for purposes of this Agreement the milling and resurfacing as stated above are hereinafter referred to as the Project; and

WHEREAS, the Project is in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the PARTICIPANT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. 16-50 adopted on April 5th, 2016, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The PARTICIPANT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards. The PARTICIPANT shall also be responsible for the administration and overall coordination required for the Project.

15:41 PM 4-MAY-2016

CITY CLERK

3. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data, and information pertaining to the Project available to the PARTICIPANT at no extra cost.
4. The PARTICIPANT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The PARTICIPANT will make best efforts to obtain the DEPARTMENT's input in its decisions.
5. Contractors must be prequalified by the DEPARTMENT, unless requested in writing and approved by the DEPARTMENT, as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2014), as amended.
The CEI services will be provided by hiring a DEPARTMENT prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Advanced Level Training. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer. The DEPARTMENT shall approve all CEI personnel in writing. The PARTICIPANT is hereby precluded from hiring the same consulting firm providing design services.
6. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT or June 30, 2017, whichever occurs first.
7. The DEPARTMENT agrees to pay the PARTICIPANT for services related to the Project as described in **Exhibit A**. The total DEPARTMENT's share towards this Project is an amount not to exceed NINETY THOUSAND EIGHT HUNDRED TWO DOLLARS AND NO CENTS (\$90,802.00) for actual costs incurred as detailed in monthly progress reports. In the event the actual cost of the Project exceeds the DEPARTMENT's participation NINETY THOUSAND EIGHT HUNDRED TWO DOLLARS AND NO CENTS (\$90,802.00), any additional cost shall be the sole responsibility of the PARTICIPANT.
8. The PARTICIPANT acknowledges and agrees that the DEPARTMENT'S obligation to pay the sum set forth herein is contingent upon an annual appropriation by the Florida Legislature.
9. In the event the Project costs or Project modifications increase or exceed the amount authorized in paragraph 7, the DEPARTMENT and the PARTICIPANT shall meet and attempt to mutually agree to the amount and distribution of the additional funding needed to complete the Project. Any funding increase or modifications to the Project shall be added by means of an amendment to the Agreement to be signed by both parties before work is undertaken. However, in the event the PARTICIPANT and the

DEPARTMENT fail to negotiate an amendment for any reason whatsoever, then the increase in the Project costs will be the sole responsibility of the PARTICIPANT.

10. The PARTICIPANT shall provide the following 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 deliverables for the Project No. 428726-2-58-01 are shown in **Exhibit B**, Deliverables, attached hereto and a made apart hereof. The PARTICIPANT will need written approval from the DEPARTMENT, if deviating from the Deliverables set forth in **Exhibit B**.
11. This Agreement and **Exhibit C**, attached hereto and made a part hereof shall act to supersede the normal requirements of PARTICIPANT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and this Agreement is deemed to constitute such permits.
12. The PARTICIPANT will be reimbursed, only for actual expenses incurred during the Agreement time period that are directly related to the Project as set forth in this Agreement. The PARTICIPANT will submit written progress report by the 15th day of the month attesting to the actual services performed. Upon completion, the PARTICIPANT will notify the DEPARTMENT's Project Manager or designee, who will be responsible for verifying and accepting the services contemplated in this Agreement.
13. Invoices shall be submitted by the PARTICIPANT, in detail sufficient for proper preaudit and postaudit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in **Exhibit B**. Deliverables must be received and accepted in writing by the PARTICIPANT's Project Manager prior to payments.

Supporting documentation must establish that the deliverables were received and accepted in writing by the PARTICIPANT and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 9 has been met.

14. There shall be no reimbursement for travel expenses under this Agreement.
15. The PARTICIPANT must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Project. Invoices submitted after the 180 day time period may not be paid. The final balance due under this Agreement will be reimbursed upon the completion of all Project services and receipt of final 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. The final

invoice shall be accompanied by a Notice of Completion/Acceptance Form, **Exhibit D**, attached hereto and made a part hereof.

16. 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, F.S. If the DEPARTMENT determines that the performance of the PARTICIPANT is unsatisfactory, the DEPARTMENT shall notify the PARTICIPANT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The PARTICIPANT shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the PARTICIPANT 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 PARTICIPANT shall be assessed a non-performance retainage equivalent to 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 PARTICIPANT resolves the deficiency. If the deficiency is subsequently resolved, the PARTICIPANT may bill the DEPARTMENT for the retained amount during the next billing period. If the PARTICIPANT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
17. The PARTICIPANT agrees to comply with Section 20.55(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.55(5), F.S.
18. The PARTICIPANT providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice from the PARTICIPANT, the DEPARTMENT has five (5) business days to inspect and approve the goods and services where business day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The DEPARTMENT has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
19. If payment is not available within forty (40) calendar 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 PARTICIPANT. Interest penalties of less than one (1) dollar will not be enforced, unless the PARTICIPANT requests payment. Invoices that have to be returned to the PARTICIPANT because of PARTICIPANT 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.

20. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
21. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the PARTICIPANT's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
22. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"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 such 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; 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 1 year."
23. The PARTICIPANT will comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under the Agreement.
24. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the

Agreement without liability.

25. The PARTICIPANT agrees to include the following indemnification in all contracts with contractors/sub-contractors, and consultants/sub-consultants who perform work in connection with this Agreement:

To the fullest extent permitted by law the PARTICIPANT's contractor shall indemnify and hold harmless the PARTICIPANT, the DEPARTMENT, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the contractor and persons employed or utilized by contractor in performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the DEPARTMENT's and the PARTICIPANT's sovereign immunity.

To the fullest extent permitted by law the PARTICIPANT's consultant shall indemnify and hold harmless the PARTICIPANT, the DEPARTMENT, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant and persons employed or utilized by the consultant in performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the DEPARTMENT's and the PARTICIPANT's sovereign immunity.

26. The PARTICIPANT / Vendor/ Contractor:
 - a. 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 PARTICIPANT / Vendor/Contractor during the term of the contract; and
 - b. shall expressly require any 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 subcontractor during the contract term.
27. In the event it becomes necessary for the DEPARTMENT or PARTICIPANT to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.

28. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
29. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
30. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
31. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Norma Corredor
With a second copy to: Francis Lewis, Project Manager
A third copy to: Office of the General Counsel

If to the CITY:

City of Fort Lauderdale
100 N. Andrews Avenue, 4th Floor
Fort Lauderdale, Florida 33301
Attn: Jill Prizlee, P.E.
With A Copy to: City Attorney

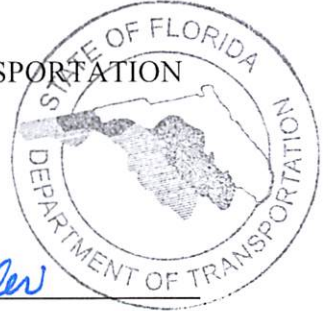
IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No 16-56, hereto attached.

AGENCY

CITY OF FORT LAUDERDALE, through its
CITY COMMISSION

BY: [Signature]
NAME: John P. "Jack" Seiler
TITLE: Mayor
15th day of April, 2016

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION



BY: [Signature]
STACY L. MILLER, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

[Signature]
Jeffrey A. Modarelli, City Clerk

LEGAL REVIEW:

BY: [Signature]
OFFICE OF THE GENERAL COUNSEL

(SEAL)

[Signature] FOR
Lee R. Feldman, City Manager

APPROVED:

BY: [Signature]
DISTRICT PROGRAM MGMT ADMINISTRATOR

Approved as to form by Office of City Attorney:

BY: [Signature]
Rhonda Montoya Hasan, Assistant City Attorney

28. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
29. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
30. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
31. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

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Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Norma Corredor
With a second copy to: Francis Lewis, Project Manager
A third copy to: Office of the General Counsel

If to the CITY:

City of Fort Lauderdale
100 N. Andrews Avenue, 4th Floor
Fort Lauderdale, Florida 33301
Attn: Jill Prizlee, P.E.
With A Copy to: City Attorney

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Page 9

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EXHIBIT B

DELIVERABLES

FM # 428726-2-58-01

SR-838/Sunrise Blvd from NE 7 Ave. to NE 18 Ave.

The following items, listed below are the deliverables for the Project.

| Description | Estimated Quantity | Unit |
|--|---------------------------|-------------|
| Milling & Resurfacing | 6705.5 | SY |
| Friction Course | 580.9 | TN |
| Thermo Preformed Message White | 21 | EA |
| Thermo Preformed Arrow White | 4 | EA |
| Thermo Preformed w/ Black Contrast | 10 | EA |
| Traffic Monitoring Site Vehicle Sensor | 2 | EA |
| TMS Inductive Loop Assembly | 2 | EA |

EXHIBIT C

FM # 428726-2-58-01

1. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The PARTICIPANT will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the PARTICIPANT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The PARTICIPANT shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

2. The PARTICIPANT shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The PARTICIPANT shall notify the DEPARTMENT should construction be suspended for more than 5 working days. The DEPARTMENT contact person for construction is __ Francis Lewis, located at 5548 N.W. 9th Ave., Ft. Lauderdale, FL 33309, Telephone number (954) 958-7633, Email address francis.lewis@dot.state.fl.us .

3. The PARTICIPANT shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The PARTICIPANT is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the PARTICIPANT that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

4. The PARTICIPANT shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

5. The PARTICIPANT will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

6. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create

or vest any property right to or in the PARTICIPANT, except as may otherwise be provided in separate agreements. The PARTICIPANT shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the PARTICIPANT's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

7. The PARTICIPANT shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
8. The PARTICIPANT shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
9. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the PARTICIPANT. The PARTICIPANT shall bear all construction delay costs incurred by the DEPARTMENT.
10. The PARTICIPANT shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.
11. The PARTICIPANT will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
12. The PARTICIPANT will be required to maintain the Project until final acceptance by the DEPARTMENT. The acceptance procedure will include a final "walk-through" by PARTICIPANT and DEPARTMENT personnel. Upon completion of construction, the PARTICIPANT will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the PARTICIPANT shall remove its presence, including, but not limited to, all of the PARTICIPANT's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
13. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such

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

14. The PARTICIPANT shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The PARTICIPANT shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
15. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the PARTICIPANT to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at 954-777-4601.
16. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
17. Restricted hours of operation will be from 9:00am to 3:30 pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.
18. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure.

Barbara Kelleher
 Florida Department of Transportation
 Public Information Office
 3400 West Commercial Blvd.
 Fort Lauderdale, Florida 33309
 954-777-4090

EXHIBIT D

**NOTICE OF COMPLETION
FM # 428726-2-58-01**

PROJECT DESCRIPTION: Pavement restoration SR-838/Sunrise Boulevard from NE 7 Ave to NE 18 Ave. FIN Project Number: 428726-2-58-01

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

BY: _____

NAME: _____

TITLE: _____