

To: Rachel.Richardson@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

G3958

2/3/2025

CONTRACT INFORMATION

Contract:	G3958
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF CLEWISTON
Vendor ID:	F596000291014
Beginning Date of This Agreement:	02/03/2025
Ending Date of This Agreement:	02/03/2026
Contract Total/Budgetary Ceiling:	ct = \$116,444.00
Description:	City of Clewiston Beautification Grant

No funds have been encumbered.

Contract #G3958 has been assigned in FLAIR with Budgetary Ceiling request.

Funds Approval(s) will be provided pursuant to the Method of Compensation in the Contract/Agreement.

NO FUNDS ARE APPROVED FOR JASON ADANK, CPA, COMPTROLLER ON 2/3/2025

FLORIDA DEPARTMENT OF TRANSPORTATION  
**BEAUTIFICATION GRANT**650-050-10  
PRODUCTION SUPPORT  
OGC – 07/17**Contract Number: G3958****FM No. 454238-1-74-01**  
**FEID No: N/A**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and CITY OF CLEWISTON, political subdivision of the State of Florida, located at 115 West Ventura Ave., Clewiston FL 33440, hereinafter called the RECIPIENT.

**WITNESSETH**

**WHEREAS**, the DEPARTMENT and the RECIPIENT are desirous of having the RECIPIENT make certain improvements in connection with **Financial Management (FM) Number 454238-1-74-01** for landscape and irrigation improvements within the right-of-way in CITY OF CLEWISTON, Florida, located on US 27 (SR-80) [Roadway ID #07030000] from San Luiz Avenue to West of Flagler Avenue, herein after referred to as the Project. Refer to **Exhibit “A”** for a detailed Scope of Services and **Exhibit “B”** for a set of Project Plans attached hereto and made a part hereof; and

**WHEREAS**, the Department is authorized under Sections 334.044 and 339.2405, Florida Statutes, to enter into this Agreement; and

**WHEREAS**, the Florida Legislature has appropriated the amount of **\$116,444.00** in Fiscal Year **2025** to the Department in order to provide funding for highway beautification programs through a certified Florida Beautification Grant at the local level; and

**WHEREAS**, the improvements are in the interest of both the RECIPIENT and the DEPARTMENT and it would be more practical, expeditious, and economical for the RECIPIENT to perform such activities; and,

**WHEREAS**, the RECIPIENT by Resolution No. **2023-88** adopted on **September 18, 2023**, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement as **Exhibit “G”**.

**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 RECIPIENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards, 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.
3. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the RECIPIENT at no extra cost.
4. The RECIPIENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The RECIPIENT will make best efforts to obtain the DEPARTMENT'S input in its decisions.
5. The DEPARTMENT agrees to compensate the RECIPIENT for activities as described in **Exhibit “B”**. The total cost of the Project is estimated at **\$138,709**. The DEPARTMENT agrees to pay up to a maximum amount of **\$116,444.00** for actual costs incurred. The RECIPIENT shall submit progress billings to the DEPARTMENT on a quarterly basis. The balance of the Project cost shall be the sole responsibility of and paid by the RECIPIENT. The RECIPIENT acknowledges and agrees that the DEPARTMENT'S obligation to make payment under the AGREEMENT is contingent upon an annual appropriation by the Florida legislature.

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6. This Agreement and **Exhibit "C"**, attached hereto and made a part hereof shall act to supersede the normal requirements of the RECIPIENT to secure a separate DEPARTMENT landscape permit and this agreement is deemed to constitute such permit. The DEPARTMENT shall retain any rights in relation to the RECIPIENT as if it has issued a permit.
7. The RECIPIENT shall:
- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the RECIPIENT during the term of the contract; and
  - (b) 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.
8. The RECIPIENT must certify that the installation of the project is completed by a Contractor prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended unless otherwise approved by the DEPARTMENT in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this project.

☐ **CEI Requirement (Check where applicable)**

9. Construction Engineering Inspection (CEI) services will be provided by the RECIPIENT by hiring a DEPARTMENT prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the DEPARTMENT in writing. 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. The RECIPIENT is hereby precluded from having the same consultant firm providing design services.
10. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the RECIPIENT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
11. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the RECIPIENT and the DEPARTMENT until the Project is accepted in writing by the DEPARTMENT'S Project Manager as complete, or **June 30, 2026**, whichever occurs first. The DEPARTMENT and RECIPIENT may agree to extend this Agreement in writing. The RECIPIENT shall delegate signature authority for the RECIPIENT to County Administrator.
12. The RECIPIENT 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 are shown in **Exhibit "D"** Deliverables, attached hereto and made a part hereof. The RECIPIENT will need DEPARTMENT approval, in writing, if deviating from these deliverables and the Landscape Plans as shown in **Exhibit "B"** when approved by the DEPARTMENT.

As limited by paragraph number 5, the RECIPIENT will be reimbursed for actual expenses incurred during the Agreement time period that are directly related to the installation of landscape improvements as set forth in this Agreement. The RECIPIENT will submit a written progress report by the 15<sup>th</sup> day of the month following the installation attesting to the actual number of large and/or small plants installed, along with all irrigation parts received and installed at the Project site. Upon completion of all outstanding contractors' deficiencies (punch-list items), the RECIPIENT will notify the DEPARTMENT'S District Landscape Architect who is responsible for the review and acceptance of the landscape improvements contemplated in this Agreement.

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13. Upon completion, and authorized by this Agreement, the RECIPIENT shall notify the DEPARTMENT in writing of the completion for all design work that originally required certification by a Registered Landscape Architect. This notification shall contain a Landscape Architect's Certification of Compliance Letter, signed and sealed by a Registered Landscape Architect. The certification letter shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations per paragraph number 11 are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
14. The RECIPIENT shall agree to maintain all landscape improvements at its sole cost and expense and in accordance with the terms of the Landscape Maintenance Memorandum of Agreement attached hereto and made a part hereof as **Exhibit "E"**.
15. Upon completion and certification of the Project, the RECIPIENT must submit the Final Invoice to the DEPARTMENT within 180 days after the final acceptance of the Project which may follow the 365 day warranty period. Invoices submitted after the 180 day time period may not be paid.
16. There shall be no reimbursement for travel expenses under this Agreement.
17. 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 RECIPIENT is unsatisfactory, the Department shall notify the RECIPIENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The RECIPIENT shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the RECIPIENT 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 RECIPIENT 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 RECIPIENT resolves the deficiency. If the deficiency is subsequently resolved, the RECIPIENT may bill the Department for the retained amount during the next billing period. If the RECIPIENT is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term.
18. Invoices shall be submitted by the RECIPIENT in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "B"** and **Exhibit "D"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
19. Supporting documentation must establish that the deliverables were received and accepted in writing by the RECIPIENT 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 Section 12 has been met.
20. The RECIPIENT understands and agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to understand and comply with Section 20.055(5), Florida Statutes.
21. RECIPIENT providing goods and services to the DEPARTMENT should be aware of the following time frames. The DEPARTMENT has (10) ten working days to inspect and approve the goods and services where working 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 (20) twenty working days to deliver a request for payment (voucher) to the Department of Financial Services. The (20) twenty working days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The RECIPIENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or

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services shall take no longer than (20) twenty working days. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

22. If a payment is not available within (40) forty 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 RECIPIENT. Interest penalties of less than one (1) dollar will not be enforced unless the RECIPIENT requests payment. Invoices that have to be returned to a RECIPIENT because of RECIPIENT 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.
23. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for RECIPIENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
24. 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 and for five 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 RECIPIENT'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.
25. 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 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 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 and which have a term for a period of more than 1 year."

26. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
  - (a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.

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(b) The Recipient, as a “nonstate entity” as defined by Section 215.97(2)(n), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- i) In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “F”** to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- ii) In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii) If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than 9 months after the end of the Recipient’s fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
- iv) Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

and

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v) Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters

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10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi) The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii) Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(I), Florida Statutes.
- viii) As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- (c) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- (d) The RECIPIENT 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 RECIPIENT in conjunction with this Agreement. Failure by the RECIPIENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

27. The RECIPIENT warrants that it has not employed or obtained any company or person, other than bona fide employees of the RECIPIENT, 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 RECIPIENT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
28. The Agreement affirms that RECIPIENT is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The RECIPIENT agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
29. The RECIPIENT affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any

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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. The RECIPIENT further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

30. CLAIMS: When the Department received notice of a claim for damages that may have been caused by the RECIPIENT in the performance of services required under this Agreement, the Department will immediately forward the claim to the RECIPIENT.
31. In a contract executed between the RECIPIENT and one or more contractors arising out of this Agreement, such contract shall state that:

To the fullest extent permitted by law the RECIPIENT's contractor shall indemnify and hold harmless the RECIPIENT, the State of Florida, Department of Transportation, 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 contractor and persons employed or utilized by contractor in the performance of this Contract.

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 State of Florida and RECIPIENT'S sovereign immunity.

In a contract executed between the RECIPIENT and one or more consultants arising out of this Agreement, such contract shall state that:

To the fullest extent permitted by law, the RECIPIENT's consultant shall indemnify and hold harmless the RECIPIENT, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney 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 or persons employed or utilized by the consultant in the performance of the 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 State of Florida and RECIPIENT'S sovereign immunity.

32. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The RECIPIENT agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.
33. 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 except the Landscape Maintenance Memorandum of Agreement between the DEPARTMENT and the RECIPIENT which is included as **Exhibit "E"**. 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.

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34. 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:

State of Florida Department of Transportation

District Landscape Architect (District 1)

801 N. Broadway Ave., Bartow, FL 33830

Attention: Darryl Richard

Title: District Landscape Architect

A second copy to: District Maintenance Engineer

If to the RECIPIENT:

City Clerk, City of Clewiston

115 W Ventura Ave

Clewiston, FL 33440

Contact: Kathy Combass

Title: City Clerk

With a copy to: City Manager, City of Clewiston

35. LIST OF EXHIBITS

Exhibit A: Scope of Services

Exhibit B: Project Plans

Exhibit C: Permit Requirements

Exhibit D: Deliverables

Exhibit E: Landscape Maintenance and Installation Agreement

Exhibit F: State Financial Assistance (Florida Single Audi Act)

Exhibit G: Agency Resolution

**IN WITNESS WHEREOF**, this Agreement is to be executed below for the purposes specified herein.

Authorization has been given to enter into and execute this Agreement by Resolution \_\_\_\_\_, hereto attached.

CITY OF CLEWISTON

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY:

\_\_\_\_\_  
Authorized Signature

BY:

\_\_\_\_\_  
Authorized Signature

NAME:

\_\_\_\_\_  
(Print/Type)

NAME:

\_\_\_\_\_  
(Print/Type)

TITLE:

\_\_\_\_\_  
(Print/Type)

TITLE:

\_\_\_\_\_  
(Print/Type)

DATE:

ATTEST: \_\_\_\_\_ (SEAL)

ATTEST: \_\_\_\_\_ (SEAL)

TITLE:

TITLE:

Print Name

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

LEGAL REVIEW:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Office of the General Counsel

(Date)

DS  
DC

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**SCOPE OF SERVICES**

The RECIPIENT **CITY OF CLEWISTON** agrees to make certain landscape and irrigation improvements within the right-of-way in **CITY OF CLEWISTON, Florida, located on US 27 (SR-80) [Roadway ID #07030000] from San Luiz Avenue to West of Flagler Avenue**, and will subsequently furnish, construct, and inspect the landscape and irrigation as shown in the plans and specifications prepared by **Jeffrey Nagle**, RLA dated **February 3, 2025**. The following conditions shall apply:

- (a) The current Florida Department of Transportation Design Standard Plans Index 580 must be adhered to.
- (b) Lateral offset as specified in the Florida Department of Transportation Design Manual (FDM).
- (c) Landscape materials shall not obstruct roadside signs or the outdoor advertising view zones for permitted outdoor advertising signs per Florida Statutes 479.106.
- (d) Landscape materials shall be of a size, type and placement so as not to impede large machine mowing that the DEPARTMENT currently provides and will continue to provide at the same frequency.
- (e) Should the RECIPIENT elect to design, furnish and construct irrigation, all costs associated with water source connection(s), continued maintenance of the distribution system and water, and electricity costs shall be born solely by the RECIPIENT. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the RECIPIENT'S responsibility.
- (f) During the installation of the Project and future maintenance operations, maintenance of traffic shall be in accordance with the current edition of the MUTCD and the current Department Design Standards.
- (g) If there is a need to restrict the normal flow of traffic it shall be done in accordance with the approved Maintenance of Traffic Plan (see **Exhibit B**). The party performing such work shall give 48 hour notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the Project. The DEPARTMENT'S Public Information Office shall also be notified by phone at **1-800-292-3368** at least 48 hours in advance.
- (h) The RECIPIENT shall be responsible to clear all utilities within the Project limits.

**EXHIBIT B**

**PROJECT PLANS**

Please see attached plans prepared by:

Jeffrey Nagle, RLA  
LICENSE NUMBER: LA6667059

of Johnson Engineering

Dated 2/03/2025

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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"), also known as the "Design Manual", 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 RECIPIENT 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 RECIPIENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The RECIPIENT 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 RECIPIENT shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The RECIPIENT shall notify the DEPARTMENT should construction be suspended for more than 5 working days. The DEPARTMENT contact person for construction is John Anderson at Heartland Operations located at 4722 Kenilworth Blvd., Sebring Florida, 33870, Telephone number (863) 674-4027, Email address john.anderson@dot.state.fl.us
3. The RECIPIENT 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 Design Manual. The RECIPIENT 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 Standard Plans Index 201. Any MOT plan developed by the RECIPIENT 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 RECIPIENT 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 RECIPIENT 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 RECIPIENT, except as may otherwise be provided in separate agreements. The RECIPIENT 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 RECIPIENT'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 RECIPIENT shall not cause any liens or encumbrances to attach to any portion of the DEPARTMENT'S property, including but not limited to, DEPARTMENT RIGHT-OF-WAY.

FLORIDA DEPARTMENT OF TRANSPORTATION  
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PRODUCTION SUPPORT  
OGC – 07/17

8. The RECIPIENT 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.
9. The RECIPIENT 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.
10. 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 RECIPIENT. The RECIPIENT shall bear all construction delay costs incurred by the DEPARTMENT.
11. The RECIPIENT shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.
12. The RECIPIENT will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
13. The RECIPIENT will be required to maintain the Project until final acceptance by the DEPARTMENT. The acceptance procedure will include a final "walk-through" by RECIPIENT and DEPARTMENT personnel. Upon completion of construction, the RECIPIENT 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 RECIPIENT shall remove its presence, including, but not limited to, all of the RECIPIENT'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.
14. 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 RECIPIENT. The RECIPIENT shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the RECIPIENT 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 RECIPIENT 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 RECIPIENT 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 RECIPIENT's sole cost and expense, without DEPARTMENT liability to the RECIPIENT 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 RECIPIENT with an invoice for the costs incurred by the DEPARTMENT and the RECIPIENT shall pay the invoice within thirty (30) days of the date of the invoice.
15. The RECIPIENT shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The RECIPIENT shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

**BEAUTIFICATION GRANT**

16. 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 RECIPIENT 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 863-220-3450.
17. 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.
18. Restricted hours of operation will be from 9:00 am to 3:30 pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.
19. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the DEPARTMENT's Public Information Office is:

Janella Newsome

Florida Department of Transportation Public Information Office

801 N. Broadway Avenue

Bartow, Florida 33830

Phone (863) 519-2828

**EXHIBIT D**  
**DELIVERABLES**

Financial Management Number: FPID **454238-1-74-01**; CONTRACT **G3958**

**LANDSCAPING; US 27 (SR-80) from San Luiz Avenue to West of Flagler Avenue**  
**Roadway ID: 07030000**

The purpose of this Exhibit is to describe the DELIVERABLES of **CITY OF CLEWISTON** in connection with the construction of landscape and irrigation improvements within medians only on **US 27 (SR-80) from San Luiz Avenue to West of Flagler Avenue**. The project will include clearing, grubbing, grading, erosion control and restoration necessary for the installation of the landscape and irrigation improvements within the right-of-way. The general objective is for **CITY OF CLEWISTON** to provide contract administration, management services, construction engineering inspection services and quality acceptance reviews of all work associated with the construction of the associated improvements. The services performed shall be in accordance with all applicable Florida Department of Transportation manuals, guidelines and specifications.

**Deliverables are as follows:**

1. Installation of QTY. 13 Royal Palms (Roystonea Elata)
2. Installation of Irrigation System

**EXHIBIT E**

**LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

***PLEASE SEE ATTACHED***

FLORIDA DEPARTMENT OF TRANSPORTATION  
**BEAUTIFICATION GRANT**650-050-10  
PRODUCTION SUPPORT  
OGC – 07/17**EXHIBIT F****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****SUBJECT TO SECTION 215.97, FLORIDA STATUTES:****Awarding Agency:** Florida Department of Transportation**State Project Title:** HIGHWAY BEAUTIFICATION GRANTS – KEEP FLORIDA BEAUTIFUL**CSFA Number:** 55.003**\*Award Amount:** \$ 116,444.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.003 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number 55.003 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

FLORIDA DEPARTMENT OF TRANSPORTATION  
**BEAUTIFICATION GRANT**

650-050-10  
PRODUCTION SUPPORT  
OGC – 07/17

**EXHIBIT G**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

# EXHIBIT E

FPID 454238-1-74-01  
Contract #: G3958  
COUNTY: HENDRY  
ROADWAY: 07030000

## LANDSCAPE MAINTENANCE AND INSTALLATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF CLEWISTON

THIS Agreement, made and entered into this date: \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter, “DEPARTMENT”) and, the CITY OF CLEWISTON (hereinafter, “AGENCY”) for the AGENCY to maintain, at the AGENCY’S expense, landscaping within the area specified below.

### WITNESSETH

1. WHEREAS, the DEPARTMENT has jurisdiction over and maintains **State Road 80 (US 27)** as part of the State Highway System; and
2. WHEREAS, the AGENCY, with the permission of the DEPARTMENT, seeks to install specialized landscape and irrigation improvements within the right-of-way of **State Road 80 (US 27) [Roadway ID #07030000] from San Luiz (MP 4.192) Avenue to West of Flagler Avenue (MP 4.492)** (hereinafter, “PROJECT”) and the AGENCY has agreed, at its expense, to install and to maintain the landscaping and irrigation within the Right of Way upon completion of the PROJECT.
3. WHEREAS, the AGENCY, by Resolution No. **2023-88**, dated **September 18, 2023**, and attached hereto as **Exhibit G**, and incorporated into this Agreement, accepted this obligation and authorized its Mayor or Designee to execute this Agreement on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

#### I. INSTALLATION:

- A. The AGENCY hereby agrees to install landscape and irrigation improvements within State Right-of-Way per DEPARTMENT approved design plans submitted by the AGENCY.
- B. The AGENCY hereby agrees it has ascertained the location of all existing utilities, both aerial and underground as addressed in the design plans and accepted by the DEPARTMENT.
- C. The AGENCY hereby agrees to comply with all permit requirements by the appropriate agencies in connection with said installations.
- D. All landscape and irrigation installation activities undertaken by AGENCY shall be pursuant to the Work Zone Traffic Control Plan(s) using the FDOT Standard Plans Index 102 incorporated into this Agreement, and Rule 14-40.003, Florida Administrative Code.

# EXHIBIT E

FPID 454238-1-74-01  
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ROADWAY: 07030000

## II. MAINTENANCE:

- A. The AGENCY agrees to maintain the landscape and irrigation improvements in accordance with the **Technical Maintenance Plan** included as **Exhibit H**, attached hereto and incorporated into this Agreement. The AGENCY agrees, at the AGENCY'S expense, to maintain all landscaping and irrigation and mowing of the grass within the Right-of-Way pursuant to the **Landscape Plan(s)** included as **Exhibit B**, attached hereto and incorporated into this Agreement and to follow the requirements of F.A.C. 14-40, as amended. Said maintenance requirements shall meet or exceed minimum Maintenance Rating Performance Standards (MRP) as defined by the DEPARTMENT.
- B. The maintenance to be performed by the AGENCY shall be subject to periodic inspections by the DEPARTMENT. The AGENCY shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- C. All landscape and irrigation maintenance activities undertaken by AGENCY shall be pursuant to the Work Zone Traffic Control Plan(s) using the FDOT Standard Plans Index 102, and incorporated into this Agreement, and Rule 14-40.003, Florida Administrative Code.

## III. MISCELLANEOUS:

- A. The AGENCY may utilize its employees or third parties to accomplish its obligations under this Agreement. However, the AGENCY remains responsible for proper performance under this Agreement and shall take all steps necessary to ensure that its employees or third parties perform as required under this Agreement.
- B. It is understood between the parties hereto that the landscaping and irrigation 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 to widen, alter or otherwise change the state road to meet with future criteria or planning of the DEPARTMENT. The AGENCY shall be given sixty (60) calendar days' notice to remove said landscaping and irrigation after which time the DEPARTMENT may remove the same.

Designated personnel as directed by the District Secretary or his designee may inspect and evaluate this PROJECT. If at any time after the AGENCY has assumed landscaping and irrigation maintenance responsibility it shall come to the attention of the DEPARTMENT that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, the District Secretary or his designee may issue a written notice to the AGENCY that a deficiency or deficiencies exist(s). Upon receipt of the notice, the AGENCY 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 at its option, proceed as follows:

1. The DEPARTMENT may take action to maintain the landscaping and irrigation or a part thereof, with DEPARTMENT or its Contractor's personnel and invoice the AGENCY for expenses incurred and the AGENCY shall promptly reimburse the DEPARTMENT for the costs, or

# EXHIBIT E

**FPID 454238-1-74-01**

**Contract #: G3958**

**COUNTY: HENDRY**

**ROADWAY: 07030000**

2. The DEPARTMENT may terminate the Agreement, in which case the AGENCY shall at its own expense and within sixty (60) days after written notice by the DEPARTMENT, remove all of the landscaping and irrigation that the DEPARTMENT directs be removed and return the right-of-way to its original condition.
- C. This Agreement shall remain in effect until such time the AGENCY or DEPARTMENT wishes to terminate this Agreement. Termination shall be done in writing giving the other party thirty (30) days' notice. Upon notice of termination by either party, all landscape and irrigation improvements shall be removed by the AGENCY and the DEPARTMENT'S right-of-way returned to its original condition. If, after thirty (30) days, the landscape and irrigation improvements have not been removed, the DEPARTMENT may, at its option, proceed as follows:
1. Maintain the landscape and irrigation improvements within the limits of said project with DEPARTMENT'S contractor or personnel and the AGENCY shall promptly reimburse the DEPARTMENT upon receipt of an invoice for the reasonable values of such work; or
  2. Remove all landscape and irrigation improvements; return the right-of-way to its original condition with the DEPARTMENT'S contractor or personnel and the AGENCY shall promptly reimburse the DEPARTMENT upon receipt of an invoice for the reasonable values of such work.
- D. The AGENCY shall keep in force during the period of this Agreement public liability insurance, property damage insurance and worker's compensation insurance through an insurance policy(ies) or the AGENCY'S self-insurance program.
- E. When the DEPARTMENT receives a notice of claim for damages that may have been caused by the AGENCY in the performance of services pursuant to this Agreement, the DEPARTMENT will immediately forward the claim to AGENCY, and the DEPARTMENT will evaluate the claim and report their findings to each other within seven working days and will jointly discuss options in defending the claim. After reviewing the claim, the DEPARTMENT will determine whether to require the participation of the AGENCY in the defense of the claim or to require that the AGENCY defend the DEPARTMENT in such claim pursuant to this section. The DEPARTMENT'S failure to notify the AGENCY of a claim shall not release the AGENCY from any of the requirements of this section. The DEPARTMENT and the AGENCY will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility, the costs and liability for damages will be shared in the same percentage as that judicially established.
- F. To the extent permitted by law, AGENCY shall indemnify, defend and hold harmless DEPARTMENT against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of AGENCY, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the obligations and rights granted to or exercised by AGENCY hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification

# EXHIBIT E

**FPID 454238-1-74-01**  
**Contract #: G3958**  
**COUNTY: HENDRY**  
**ROADWAY: 07030000**

shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by AGENCY to indemnify DEPARTMENT for the negligent acts or omissions of DEPARTMENT, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by AGENCY to be sued by third parties in any manner arising out of this agreement. The AGENCY shall also require all contractors and subcontractors who conduct operations within the Project to indemnify and hold DEPARTMENT harmless against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of said Contractor or Subcontractor or any of their officers, agents or employees, acting within the scope of their office or employment. The indemnities assumed by the AGENCY shall survive termination of this agreement.

- G. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- H. This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.
- I. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- J. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:  
Mr. Darryl Richard  
District Landscape Architect  
801 North Broadway (MS 1-28)  
Bartow, FL 33830-1249

STATE OF FLORIDA AUDITOR GENERAL:  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

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EXHIBIT E

FPID 454238-1-74-01  
Contract #: G3958  
COUNTY: HENDRY  
ROADWAY: 07030000

IN WITNESS WHEREOF, **CITY OF CLEWISTON**; has caused this Agreement to be executed in its behalf, by the Mayor or designee, as authorized by Resolution No. **2023-88** and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed on its behalf through its District Secretary or authorized designee. This Agreement shall become effective on:

\_\_\_\_\_  
Department to enter date.

CITY OF CLEWISTON:

ATTEST

\_\_\_\_\_  
CLERK (Seal)

\_\_\_\_\_  
MAYOR OR DESIGNEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME DATE

CITY OF CLEWISTON LEGAL REVIEW:

BY: \_\_\_\_\_  
DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

\_\_\_\_\_  
EXECUTIVE SECRETARY (Seal)

BY: \_\_\_\_\_  
DISTRICT SECRETARY OR DESIGNEE  
DISTRICT ONE

\_\_\_\_\_  
PRINT NAME DATE

\_\_\_\_\_  
PRINT NAME DATE

REVIEW & APPROVAL

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY \_\_\_\_\_  
DISTRICT LANDSCAPE ARCHITECT DATE

BY: \_\_\_\_\_  
DATE <sup>DS</sup> DC

# EXHIBIT G

## RESOLUTION NO. 2023-088

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA  
AUTHORIZING THE MAYOR TO APPLY FOR AND IF THE CITY ACCEPTS THE  
BEAUTIFICATION GRANT, TO ENTER INTO A BEAUTIFICATION GRANT, LANDSCAPE  
CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE  
FLORIDA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

**Whereas**, the CITY COMMISSION of the CITY OF CLEWISTON wishes to beautify and improve various rights of way by landscaping within the CITY OF CLEWISTON; and

**Whereas**, the CITY COMMISSION of the CITY OF CLEWISTON wishes to authorize the Mayor to apply for a Beautification Grant from the Florida Department of Transportation, and if awarded, if the city approves the grant agreement, to enter into a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the CITY OF CLEWISTON and the Florida Department of Transportation.



**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, that:**

**Section 1.** The CITY COMMISSION of the CITY OF CLEWISTON hereby authorizes the Mayor to apply for a Beautification Grant from the Florida Department of Transportation, and if awarded, if the CITY approves the grant agreement, to accept the grant, and enter into a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the CITY OF CLEWISTON and the Florida Department of Transportation.

**Section 2.** The City Clerk of THE CITY OF CLEWISTON is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the CLEWISTON COMMISSION.

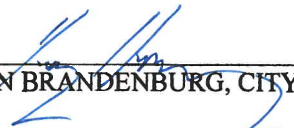
APPROVED AND ADOPTED by the CITY COMMISSION of the CITY OF CLEWISTON at regular meeting assembled this 18th day of September, 2023.

ATTEST:

  
\_\_\_\_\_  
KATHY COMBASS, CITY CLERK  
  
(City Seal)

  
\_\_\_\_\_  
JAMES PITTMAN, MAYOR

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DYLAN BRANDENBURG, CITY ATTORNEY

MAINTENANCE OPERATION	90 DAY ESTABLISHMENT PERIOD WEEKLY CYCLE													CITY OF CLEWISTON COMMITMENT ON YEARLY CYCLE											
	WEEK / MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
MOWING	1	0	1	0	1	0	1	0	1	0	1	0	1	2	2	2	4	4	4	4	4	4	4	2	2
	MOWING SHALL BE ACCOMPLISHED AT LEAST BI-WEEKLY DURING THE ESTABLISHMENT PERIOD IF NEEDED.													THE CITY SHALL MOW TURF AREAS WITHIN PROJECT AREA ON A BI-WEEKLY BASIS DURING THE GROWING SEASON (APRIL THROUGH OCTOBER), AND MONTHLY DURING THE COOL SEASON (NOVEMBER THROUGH MARCH) OR AS NEEDED. TURF SHALL BE MAINTAINED AT A HEIGHT OF 4".											
EDGING AND TRIMMING	1		1		1		1		1		1		1	2	2	2	4	4	4	4	4	4	4	2	2
														TRIMMING OF CURBS AND SIDEWALKS SHALL BE COMPLETED AT EACH MOWING.											
WATERING	3	3	3	2	2	2	2	1	1	1	1	1	1												
	WATERING TO BE PERFORMED EACH WEEK DURING PERIOD OF ESTABLISHMENT AT FREQUENCIES INDICATED ABOVE. WATER TO BE SUPPLIED BY IRRIGATION SYSTEM.													CITY TO WATER AS NEEDED AFTER ESTABLISHMENT PERIOD AND FINAL ACCEPTANCE OF PROJECT USING IRRIGATION SYSTEM. THE AMOUNT OF WATER WILL BE ADJUSTED SEASONALLY.											
WEEDING, HERBICIDE APPLICATION AND JANITORIAL		1		1		1		1		1		1		2	2	2	2	2	2	2	2	2	2	2	2
	INDIVIDUAL TREE RINGS AND LITTER REMOVAL DURING WEEKS INDICATED ABOVE.													BI-WEEKLY WEEDING BY HAND OR CHEMICAL APPLICATION. HERBICIDES SHALL BE LIMITED TO THE USE OF "ROUND UP" APPLIED AT THE RATE OF 1' OZ/PER GALLON UNDER THE SUPERVISION OF A LICENSED APPLICATOR. LITTER SHALL BE REMOVED AT THE FREQUENCY INDICATED ABOVE.											
PRUNING	AS NEEDED TO REMOVE DEAD AND DAMAGED FRONDS DUE TO HANDLING AND INSTALLATION OPERATIONS. MUST MAINTAIN FLORIDA GRADE #1 FORM.													PRUNING TO BE ACCOMPLISHED, AS NEEDED, USING HAND SAWS, LOPPING SHEARS OR HAND PRUNERS TO MAINTAIN NATURAL FORM AND CHARACTER.											
FERTILIZATION	PLANTINGS TO BE FERTILIZED WHEN PLANTED USING A COMPLETE SLOW RELEASE FERTILIZER. FERTILIZER TO BE UNIFORMLY AROUND THE ROOT BALL.													16-4-8 ANALYSIS, PELLETTIZED, SLOW RELEASE FERTILIZER SHALL BE APPLIED AT THE FOLLOWING RATES: TREES AND PALMS: 2 LBS. / INCH OF CALIPER											
MULCHING	MULCH ALL NEWLY INSTALLED PLANTINGS WITHIN 1 WEEK OF INSTALLATION													REPLENISH 3" MULCH LAYER ONCE PER YEAR. REPLENISH AREAS THINNED OR DISTURBED (AS NEEDED) THROUGHOUT THE YEAR TO MAINTAIN COVERAGE.											

SHEET NUMBER

L05

# EXHIBIT B



## LANDSCAPE PLANS US 27 (SR 25) FROM SAN LUIZ AVE TO WEST OF FLAGLER AVE

FOR  
CITY OF CLEWISTON

FPID 454238-1-74-01

SECTION 09 & 16, TOWNSHIP 43 S., RANGE 34 E.  
HENDRY COUNTY, FLORIDA



THIS PROJECT REFERENCES DATA PROVIDED BY  
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)  
ON JANUARY 3, 2022. NO OFFICIAL SURVEY HAS  
BEEN CONDUCTED BY JOHNSON ENGINEERING INC.

INDEX OF PLANS	
SHEET NO.	DESCRIPTION
L01	COVER
L02	TABULATION OF QUANTITIES PLANT SCHEDULE
L03	TABULATION OF QUANTITIES IRRIGATION SCHEDULE
L04	GENERAL NOTES
L05	TECHNICAL MAINTENANCE PLAN
L06	AERIAL & KEY MAP
L07	LANDSCAPE PLAN
L08	LANDSCAPE PLAN
L09	IRRIGATION PLANS
L10	IRRIGATION PLANS
L12	LANDSCAPE DETAILS
L12	IRRIGATION DETAILS
L13-L19	MOT DETAILS



### LOCATION MAP

0 5000 10000 20000  
(INTENDED DISPLAY SCALE: 1"=10000')

FEBRUARY 3, 2025

NOTICE TO ALL  
CONTRACTORS  
IT'S THE LAW IN FLORIDA  
3 BUSINESS DAYS BEFORE  
YOU DIG  
CALL SUNSHINE  
1-800-432-4770  
STATE, COUNTY & OTHER  
AUG. 2022 PART OF THE  
SUN CALL SYSTEM THEY  
MUST BE CALLED  
INDIVIDUALLY.



**JOHNSON  
ENGINEERING**

JOHNSON ENGINEERING, INC.  
201 BEINER ROAD #3  
CLEWISTON, FLORIDA 33440  
PHONE: (863) 805-0707  
FAX: (239) 334-5661  
E.B. #642 & L.B. #642

REGISTERED LANDSCAPE ARCHITECT  
FLORIDA LICENSE NO. LA-6667059

JEFFREY NAGLE, RLA

DATE

#### GOVERNING STANDARD PLANS

Florida Department of Transportation FY 2025-26 Standard Plans for Road and  
Bridge Construction and applicable interim revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the  
following website: <http://www.fdot.gov/standards>

#### GOVERNING STANDARD SPECIFICATIONS

Florida Department of Transportation, July 2025 Standard Specifications for  
Road and Bridge Construction at the following website:  
<http://www.fdot.gov/programmanagement/interimrevisions/SpecBooks>

PAY ITEM NO.	PAY SIZE	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAX. MAINTAINED SIZE	SPACING	REMARKS	UNIT	SHEET NUMBERS		SHEET NUMBERS		TOTAL THIS	
										L07		L08		SHEET	
										PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
580-1-2	LARGE	ROY EL	ROYSTONEA ELATA	ROYAL PALM	B&B.		AS SHOWN		EA	6		7		13	
					12' CGW		ON PLANS								

580-1-2 EACH TREE SHALL BE STAKED AND GUYED PER INDEX NO. 544, LANDSCAPE INSTALLATION, SHALL INCLUDE THE COST OF REMOVING THE STAKES AND TIES AT THE END OF THE ESTABLISHMENT PERIOD.

PALM TREES	BOTANICAL / COMMON NAME	CONT	SIZE	QTY
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Roystonea elata / Florida Royal Palm	B & B	12' cqw	13
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JEFFREY WAGLE, JR.



US 27 (SR 25) FROM  
SAN LUIZ AVE TO WEST  
OF FLAGLER AVE  
HENDRY COUNTY,  
FLORIDA

[illegible]

DATE: FEBRUARY 3, 2020  
PROJECT NO: 20203262-026  
FILE NO: 09 & 16-43-34  
SCALE: AS SHOWN

TABULATION OF  
QUANTITIES PLANT  
SCHEDULE

SHEET NUMBER

L02

EXHIBIT B

TABULATION OF QUANTITIES / IRRIGATION SCHEDULE								
PAY ITEM NO.		UNIT	SHEET NUMBERS		SHEET NUMBERS		TOTAL THIS SHEET	
			L09		L10			
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
590-70	IRRIGATION SYSTEM	LS	1		1		1	
555-1-1	DIRECTIONAL BORE (LESS THAN 6")	LF	165		310		475	

PAY ITEMS NOTES:

- 590-70

INCLUDES THE COST OF ALL NECESSARY PERMITS, FEES ALONG WITH WATER TAPS, AND COORDINATION NECESSARY TO PROVIDE A FULLY FUNCTIONAL IRRIGATION SYSTEM.
- 555-1-1

INCLUDES THE COST OF ALL NECESSARY PERMITS, FEE ALONG WITH ANY MOBILIZATION, DEMOBILIZATION, SET UP, CLEAN UP, DISPOSAL OF MATERIALS INCURRED DURING PROJECT DURATION.

IRRIGATION SCHEDULE						
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	ARC	PSI	GPM	RADIUS
▼	Hunter PCB-50 Pressure Compensating Flood Bubbler, (2) 0.5 GPM per Palm including Fittings and Funny Pipe	13	360	30	1.00	1'
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL			
⬤	Hunter PGV-151 Globe 1-1/2" 1-1/2" Plastic Remote Control Valve with Hunter NODE-100, 1 station battery operated controller, for Residential/Light Commercial Use. Female NPT Inlet/Outlet, With Flow Control, Globe Configuration including Valve Box, Gravel, Bricks, Fabric, etc.	1				
—————	Irrigation Lateral Line: PVC Class 200 SDR 21 1-1/4"	1,690 LF				
=====	Pipe Sleeve: PVC Schedule 40 2-1/2"	475 LF				



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US 27 (SR 25) FROM  
SAN LUIZ AVE TO WEST  
OF FLAGLER AVE  
HENDRY COUNTY,  
FLORIDA

DATE	DESCRIPTION
NO.	
DATE:	FEBRUARY 3, 2025
PROJECT NO.	20203262-026
FILE NO.	09 & 16-43-34
SCALE:	AS SHOWN

TABULATION OF  
QUANTITIES  
IRRIGATION  
SCHEDULE

SHEET NUMBER  
L03

EXHIBIT B

LANDSCAPE GENERAL SPECIFICATIONS

Install landscaping in accordance with all applicable codes regarding materials, methods of work and disposal of waste material. Obtain and pay for all required permits and inspections.

Visit the site and examine the conditions under which the work is to be performed. Do not proceed with the work until all unsatisfactory conditions have been rectified.

Locate and protect all existing underground and overhead utilities, benchmarks, control points and monuments within the work area. Repair made do to damage to any of these items will be made at the contractor's expense. If incorrectly located utilities are encountered, contact the applicable utility company to receive any further instructions or assistance that may be needed.

Take all measures necessary to protect all existing paving, buildings, utilities, etc. on and adjacent to the site. Repair made do to damage to any of these items will be made at the landscape contractor's expense.

It is the responsibility of the contractor to satisfy themselves as to the accuracy of the quantities on the plan. If there are any discrepancies between the plan and the material list this should be addressed prior to beginning work. In any instance that a discrepancy does occur between the plan and material list, the plan rules. No extra compensation will be allowed on account of discrepancies between the plan and material list.

Square foot, cubic yard and linear foot quantities do not account for any waste and it is the contractor's responsibility to calculate any extra material necessary to offset this.

It is the responsibility of the contractor to order or provide all material, equipment, labor, etc. necessary to complete the work according to the plans and specifications.

All existing invasive plant materials are to be removed as per applicable code.

Warranty all palms, trees and plant materials to remain alive and in healthy condition for a period of one year after final acceptance. Plants must be given proper care during this time. This includes maintenance, fertilizing, spraying, and being provided with adequate irrigation as necessary. Replace each palm, tree or plant that is dead or is severely unhealthy condition once within the warranty period of one year. The warranty becomes void in cases of vandalism, fire, flood, freezing or extreme cold not typical for the area, lightning strikes, hurricane force wind, improper functioning or turned off irrigation or owner negligence. Any replacement desired or required do to any of these unwarranted causes will be at the owner's expense.

LANDSCAPE INSTALLATION SPECIFICATIONS

Treat all areas to receive landscaping with a broad-spectrum herbicide and allow enough time for the herbicide to take full effect prior to beginning any landscape installation.

Treat all landscaping beds with a pre-emergent herbicide prior to beginning any landscape installation.

The landscape contractor shall make sure that all planting beds are free from rocks, trash, waste material and other construction debris prior to landscape installation and shall notify the owner prior to installation so that they may have the site contractor remove their waste.

Install all palms, trees and plant materials in the locations and at the quantity specified on the landscape plans. The owner or their representative must approve any deviations from the landscape plans in advance.

All palms, trees and plant materials shall be planted as per the details shown on the landscape plans. The planting soil shall be twice the diameter of the root ball or pot and shall be backfilled with planting soil and watered in thoroughly.

All palms and trees shall be fertilized using a full spectrum slow release fertilizer according to the manufacturer's recommendations to quantity per tree according to tree size. All plant materials shall be fertilized at the time of installation with a full spectrum slow release fertilizer according to the manufacturer's recommendations.

All burlap, grow bags, wire cages, etc. shall be removed from the root ball of all palms and trees prior to planting.

Stake and guy all palms and trees to ensure they remain in their proper growing positions. All staking and guying should be well marked to prevent tripping hazards or other possible injuries. Staking and guying shall not permit nails, screws, wire, and etc. to penetrate the outer surface of the palm or tree. Any palms or trees damaged due to such practice shall be replaced at the landscape contractor's expense.

All planting areas shall have 3" of grade "A" brown shredded hardwood mulch and all palms and trees not located within a planting area shall have a ring of mulch around the base a minimum of 24" in diameter from the trunk and 3" deep.

Adhere to all federal, state and local laws regarding the handling and application of herbicides and fertilizers. Follow manufacturer's recommendations regarding mixing ratio and application rate of herbicide.

LANDSCAPE MATERIAL SPECIFICATIONS

All palms, trees and plant materials are to be Florida #1 or better as described in the latest edition of Grades and Standards for Nursery Plants published by the State of Florida Department of Agriculture and Consumer Services.

All palms, trees and plant materials shall be the variety specified in the material list for the landscape plans. All palms, trees and plant materials are to be referred to, ordered and planted according to the "scientific" or "botanical" name. Any errors made when referring to, ordering or planting any material by the "common" name will be corrected at the landscape contractor's expense.

All palms, trees and plant materials are to meet the minimum measurements for each category shown in the material list for the landscape plans regarding height, caliper, spread and container size. In some instances a measurement in one category may need to increase to meet the minimum measurement for another category. This shall be verified prior to beginning work and any necessary increase in size from what is shown in the material list shall be made to meet all minimum measurements for each category. No extra compensation will be allowed to increase one category of measure to meet the minimum measurement of another category once the job has been contracted or has commenced.

Mulch shall be brown shredded hardwood and of the quantity specified in the material list for the landscape plans. This quantity is based on coverage 3" in depth in all planting areas and a 24" ring 3" in depth around all trees located in lawn areas. The landscape contractor shall verify all quantities of mulch on the plan. No extras compensation will be allowed to increase the quantity of mulch to attain a 3" depth once the job has been contracted or has commenced. Mulch shall be grade "A" if not otherwise specified in the material list.

IRRIGATION GENERAL SPECIFICATIONS

Install irrigation system in accordance with all applicable codes and ordinances regarding materials, methods of work and disposal of waste material. Obtain and pay for all required permits and inspections.

Visit the site prior to work commencing and examine the conditions under which the work is to be performed. Do not

proceed with the work until all unsatisfactory conditions have been rectified.

Locate and protect all existing underground and overhead utilities, benchmarks, control points and monuments within the work area. Repair made do to damage to any of these items will be made at the irrigation contractor's expense. If incorrectly located utilities are encountered, contact the applicable utility company to receive any further instructions or assistance that may be needed.

Take all measures necessary to protect all existing paving, buildings, utilities, etc. on and adjacent to the site. Repair made do to damage to any of these items will be made at the irrigation contractor's expense.

It is the responsibility of the contractor to satisfy themselves as to the accuracy of the quantities on the plan. If there are any discrepancies between the plan and the material list this should be addressed prior to beginning work. In any instance that a discrepancy does occur between the plan and material list, the plan rules. No extra compensation will be allowed on account of discrepancies between the plan and material list.

It is the responsibility of the contractor to order or provide all material, equipment, labor, etc. necessary to complete the work according to the plans and specifications and to provide a fully functioning automatic irrigation system.

Supply the owner with all instruction sheets, maintenance manuals, and parts sheets covering all of the operating and electrical equipment installed on the job. Also furnish the owner with keys to any locking items installed on the job.

Supply the irrigation designer with a set of asbuilt plans clearly indicating GPS locations and any changes made to the irrigation plans such as main line routing, valve locations or any other field adjustments that were necessary for a proper installation.

Warranty the irrigation system for a period of one year after final acceptance for workmanship and material defects. The irrigation system must be properly maintained during this time. This includes system adjustments and replacement of any damaged parts or broken pipe immediately upon discovery. The warranty becomes void in cases of vandalism, fire, lightning strikes or owner negligence. Any repair desired or required due to any of these unwarranted causes will be at the owner's expense.

IRRIGATION INSTALLATION SPECIFICATIONS

Irrigation contractor is responsible for verifying that the water source is capable of providing the gallons per minute of volume and pounds per square inch of pressure required for the irrigation system to function as designed prior to commencing installation.

Coordinate the irrigation system installation with the landscape contractor or landscaping plan to avoid conflicts between irrigation heads, piping, etc. and palms and tree locations whenever possible.

All main line pipe is to have a minimum cover of 18" of backfill measured from the top of the pipe and all lateral lines are to have a minimum cover of 12" of backfill measured from the top of the pipe unless otherwise specified. Turns and termination in the main line shall be located utilizing at a minimum a GPS WASS system and documented on the plans for future locating.

All backfill is to be fine grained and free from stone, rock, etc. larger than 2" in diameter that may damage or cut the pipe. Take care not to damage or deform the pipe when backfilling and compacting.

Assure that all cuts are made squarely and that all pipes and fittings are clean and free from PVC shavings and debris prior to cementing. Be sure to fully engage all joints when cementing.

Do not lay marking flags on any hardscape surface such as concrete sidewalks, brick pavers, etc. to avoid causing rust stains. Remove all flags upon conclusion of their usefulness and collect them for future use or properly dispose of them. Irrigation contractor is responsible for the removal or correction of any rust stains caused by the marking flags.

Flush all pipes and body assemblies prior to sprinkler head installation. If installing nozzles or body assemblies while flushing under pressure, start at the heads nearest the valve and work toward the end of the lateral run to force debris toward the end. Flush only one zone at a time and allow adequate time for the system to flush prior to installing nozzles or body assemblies. If the irrigation Contractor is found to be flushing multiple zones at a time or not allowing adequate time for each zone to properly flush, all nozzles and body assemblies shall be removed, flush caps reinstalled on spray heads and the entire system will be required to be flushed again at the contractor's expense.

All "Two Wire" systems shall be voltage checked at the clock, splices, grounding modules and decoders and the voltage shall be recorded on the plans for each item.

After installation, field adjust the entire system to assure proper 100% head to head coverage and to minimize overspray onto paved surfaces. Assume that all heads are a minimum of 12" from any building and that they are not directly spraying onto the building. Assume that all burf heads are a minimum of 3' from the edge of sidewalks, parking or any other hardscape area that may require an edger for maintenance.

Utilizing at a minimum a GPS WASS system, document all major irrigation component locations. These include valves or valve clusters, any underground sensors, main line turns, wire splices, sleeves, and any other components that might aid in future system maintenance, repairs or modifications.

MAINTENANCE OF TRAFFIC GENERAL SPECIFICATIONS

Contractor shall adhere to FDOT Index 102 when performing maintenance of traffic operations.

Contractor is not relieved from adhering to an index if it is not listed.

Contractor shall conform to and adhere to all FDOT rules, regulations, indexes and standards while performing the work and maintenance of traffic herein.

IRRIGATION MATERIAL SPECIFICATIONS

Irrigation contractor shall use the items specified in the material list or specifications for all bidding, ordering and installation. Do not substitute items or change sizes of irrigation components or piping without prior written consent from the irrigation designer. Unauthorized substitutions or under sizing of components or piping will constitute an immediate failure upon inspection and shall be replaced with the item of the correct size or manufacturer at the contractor's expense.

All material shall be installed according to manufacturer's specifications unless otherwise noted.

Securely install the specified controller in the location shown on the irrigation plan or in a location coordinated with the owner or their representative. Battery operated remote.

All controllers shall be equipped with a rain sensor device that will override the irrigation cycle of the system when

adequate rainfall has occurred. This sensor shall be properly wired into the controller, in the on position, outside the range of the irrigation system and mounted in an area to receive rainfall.

All controllers utilized in coordination with a well must be supplied with an accompanying pump start relay and a control box if single phase or a magnetic starter if three phase. The irrigation contractor shall coordinate the phasing, voltage, disconnection location, amps, etc. with the owner or their representative prior to ordering the pump. See well and pump specifications in the material list to determine the diameter and type of the well and the horsepower and type of pump. The irrigation contractor is responsible for verifying that the specified well and pump is capable of providing the gallons per minute of volume and pounds per square inch of pressure required for the irrigation system to function as designed prior to commencing installation.

All controllers utilized in coordination with a continually pressurized water source such as a city water meter must be supplied with an accompanying master valve and appropriately sized backflow-preventer that adheres to all local ordinances. The irrigation contractor is responsible for verifying that the water source is capable of providing the gallons per minute of volume and pounds per square inch of pressure required for the irrigation system to function as designed prior to commencing installation.

All valves are to be electric valves of the brand specified in the irrigation plan material list and shall be sized according to their location on the plan and their accompanying key. All valves are to be installed in a minimum 12" X 18" green plastic valve box unless otherwise specified. The top of the box is to be flush with finished grade. All valve clusters are to be installed with a capped stub out for ease of future expansion. Number each valve box according to the valve number found on the irrigation plans. Each valve or valve cluster shall also be located utilizing at a minimum a GPS WASS system and documented on the plans for future locating.

All remote valve control wire shall be 14-1 UF direct burial wire for use with 24 VAC applications. Place wire under pipes whenever possible to help avoid accidental cutting. Common wire is to be white. Control wire is to be red. Run two blue wires from the controller to the farthest valve in each direction for spares.

All standard remote control valve wire that utilizes a common wire and multiple hot wires shall be spliced to the electric valves using DBY or DBR splices kits of the appropriate size. All "Two-Wire" valve wire shall be spliced to the Decoders using DBY-6 or DBR-6 splice kits of the appropriate size.

Provide a minimum of 24" expansion coils in the wire at every valve connection, at every sharp turn and at 100' intervals along straight runs of wire.

All irrigation pipes and control wires passing under sidewalks, drives or other paved or hard surfaces shall be placed in a schedule 40 PVC sleeve.

All main line pipe shall be schedule 40 PVC and all lateral pipes shall be class 160 PVC unless specified differently in the irrigation plan material list.

All rotor heads are to be of the brand specified in the irrigation plan material list and the nozzle shall be sized and the head adjusted according to their location on the plan.

All spray heads are to be of the brand specified in the irrigation plan material list and their spray pattern and radius shall match their location found on the plan.

All sprinkler heads shall be in a plumb or vertical position as per their detail and all pop up sprinklers shall be affixed to swing joints or funny pipe limited to a length of 18" unless otherwise noted.

IRRIGATION SLEEVE SPECIFICATIONS

Irrigation sleeves shall be schedule 40 PVC pipe. All fittings shall be schedule 40.

All cuts to the irrigation sleeves shall be made squarely and all connections between pipes shall be fully engaged to eliminate any inconsistent gaps at fittings or bell end connections that can cause pipes passing through to catch.

Irrigation sleeves shall be installed a minimum of 18" below the paving they are passing under and shall extend 18" beyond the paving or as per code if more stringent.

Irrigation sleeves shall be installed where shown on the plans. If the irrigation sleeves cannot be installed where shown on the plans, they shall be field adjusted. This adjustment must still allow access to the area the irrigation sleeves where intended to service. This adjustment shall be documented on the plans for future locating of the irrigation sleeves and asbuilt preparation. Irrigation sleeves shown directly adjacent to each other on the plans shall be placed in a single trench.

Irrigation sleeves shall be installed at the size shown on the plans. If no size is indicated on the plans, the irrigation sleeve shall be a minimum of twice the diameter of the pipe passing through it. This will allow for adequate room in the irrigation sleeve for the pipe passing through it and any necessary control wires. If it is believed that the diameter of the irrigation sleeve is not sufficient to allow all of the required control wires to pass through along with the piping, an additional irrigation sleeve shall be added at a size sufficient for all necessary control wire to pass through.

The ends of the irrigation sleeves shall be marked with pipe, boards, etc. prior to backfilling the trench for ease of future locating. The ends of the irrigation sleeves shall also be located utilizing at a minimum a GPS WASS system and documented on the plans for future locating in the event the physical marker is removed or destroyed during site work. The GPS locations shall also be documented on the asbults to aid in locating the irrigation sleeves at any point in the future.

UTILITIES

The location(s) of the utilities shown in the plans (including those designated VV, VH, and VVH) are based on limited investigation techniques and should be considered approximate only. The verified locations/ elevations apply only at the points shown. Interpolations between these points have not been verified.

Utility Agency/ Owner

COMPANY	CONTACT	TELEPHONE NUMBERS
CENTURY LINK	Troy Inniss (troy.inniss@lumen.com)	(239) 920-5821
CITY OF CLEWISTON	Danny Williams (Danny.Williams@clewiston-fl.gov)	(863) 983-1454
COMCAST	Lynn Dundas (Lynn_Dundas@comcast.com)	(239) 896-6328
CROWN CASTLE	Chuck Ferguson (chuck.ferguson.contractor@crowncastle.com)	(570) 872-6637
FLORIDA CITY GAS	Elio Bustos (Elio.Bustos@nec.com)	(305) 635-3624



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US 27 (SR 25) FROM  
SAN LUIZ AVE TO WEST  
OF FLAGLER AVE  
HENRY COUNTY,  
FLORIDA

DATE	DESCRIPTION
NO.	
DATE	FEBRUARY 3, 2025
PROJECT NO.	20201262-026
FILE NO.	09-18-43-34
SCALE	AS SHOWN

GENERAL NOTES

SHEET NUMBER

L04

# EXHIBIT B

## TECHNICAL MAINTENANCE PLAN

MAINTENANCE OPERATION	90 DAY ESTABLISHMENT PERIOD WEEKLY CYCLE													CITY OF CLEWISTON COMMITMENT ON YEARLY CYCLE											
WEEK / MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
MOWING	1	0	1	0	1	0	1	0	1	0	1	0	1	2	2	2	4	4	4	4	4	4	4	2	2
	MOWING SHALL BE ACCOMPLISHED AT LEAST BI-WEEKLY DURING THE ESTABLISHMENT PERIOD IF NEEDED.													THE CITY SHALL MOW TURF AREAS WITHIN PROJECT AREA ON A BI-WEEKLY BASIS DURING THE GROWING SEASON (APRIL THROUGH OCTOBER), AND MONTHLY DURING THE COOL SEASON (NOVEMBER THROUGH MARCH) OR AS NEEDED. TURF SHALL BE MAINTAINED AT A HEIGHT OF 4".											
EDGING AND TRIMMING	1		1		1		1		1		1		1	2	2	2	4	4	4	4	4	4	4	2	2
														TRIMMING OF CURBS AND SIDEWALKS SHALL BE COMPLETED AT EACH MOWING.											
WATERING	3	3	3	2	2	2	2	1	1	1	1	1	1												
	WATERING TO BE PERFORMED EACH WEEK DURING PERIOD OF ESTABLISHMENT AT FREQUENCIES INDICATED ABOVE. WATER TO BE SUPPLIED BY IRRIGATION SYSTEM.													CITY TO WATER AS NEEDED AFTER ESTABLISHMENT PERIOD AND FINAL ACCEPTANCE OF PROJECT USING IRRIGATION SYSTEM. THE AMOUNT OF WATER WILL BE ADJUSTED SEASONALLY.											
WEEDING, HERBICIDE APPLICATION AND JANITORIAL		1		1		1		1		1		1		2	2	2	2	2	2	2	2	2	2	2	2
	INDIVIDUAL TREE RINGS AND LITTER REMOVAL DURING WEEKS INDICATED ABOVE.													BI-WEEKLY WEEDING BY HAND OR CHEMICAL APPLICATION. HERBICIDES SHALL BE LIMITED TO THE USE OF "ROUND UP" APPLIED AT THE RATE OF 1' OZ/PER GALLON UNDER THE SUPERVISION OF A LICENSED APPLICATOR. LITTER SHALL BE REMOVED AT THE FREQUENCY INDICATED ABOVE.											
PRUNING	AS NEEDED TO REMOVE DEAD AND DAMAGED FRONDS DUE TO HANDLING AND INSTALLATION OPERATIONS. MUST MAINTAIN FLORIDA GRADE #1 FORM.													PRUNING TO BE ACCOMPLISHED, AS NEEDED, USING HAND SAWS, LOPPING SHEARS OR HAND PRUNERS TO MAINTAIN NATURAL FORM AND CHARACTER.											
FERTILIZATION	PLANTINGS TO BE FERTILIZED WHEN PLANTED USING A COMPLETE SLOW RELEASE FERTILIZER. FERTILIZER TO BE UNIFORMLY AROUND THE ROOT BALL.													16-4-8 ANALYSIS, PELLETTIZED, SLOW RELEASE FERTILIZER SHALL BE APPLIED AT THE FOLLOWING RATES: TREES AND PALMS: 2 LBS. / INCH OF CALIPER											
MULCHING	MULCH ALL NEWLY INSTALLED PLANTINGS WITHIN 1 WEEK OF INSTALLATION													REPLENISH 3" MULCH LAYER ONCE PER YEAR. REPLENISH AREAS THINNED OR DISTURBED (AS NEEDED) THROUGHOUT THE YEAR TO MAINTAIN COVERAGE.											

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E: R. AND R. B. MAC



US 27 (SR 25) FROM  
SAN LUIZ AVE TO WEST  
OF FLAGLER AVE  
HENDRY COUNTY,  
FLORIDA

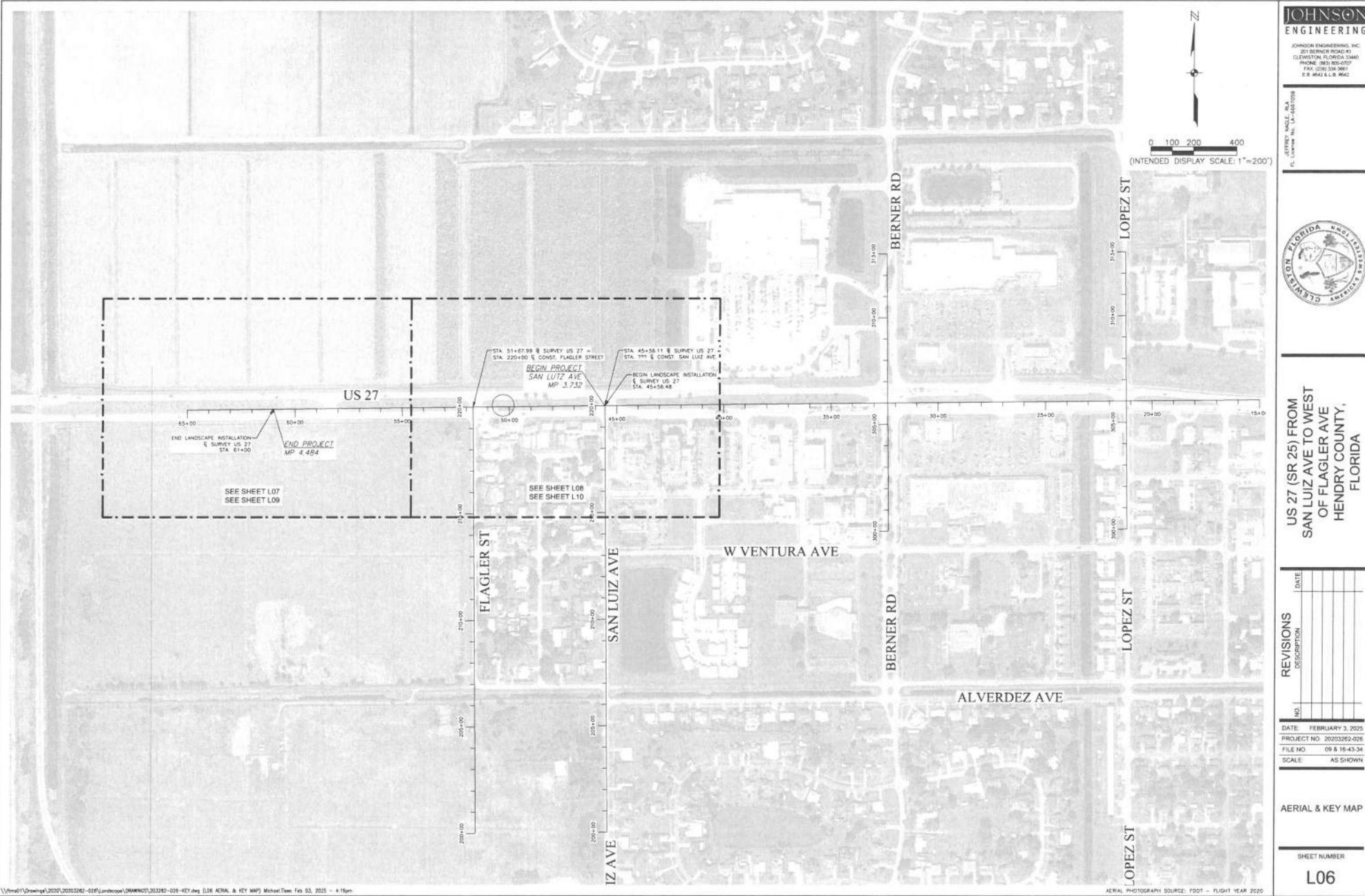
REVISIONS	DATE
NO.	
DESCRIPTION	

DATE: FEBRUARY 3, 2023  
PROJECT NO: 20200262-026  
FILE NO: 09 & 16-43-34  
SCALE: AS SHOWN

TECHNICAL  
MAINTENANCE  
PLAN

SHEET NUMBER  
**L05**

EXHIBIT B



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US 27 (SR 25) FROM  
SAN LUIZ AVE TO WEST  
OF FLAGLER AVE  
HENDRY COUNTY,  
FLORIDA

REVISIONS	DATE
DESCRIPTION	
NO.	
DATE	FEBRUARY 3, 2020
PROJECT NO.	202003293-026
FILE NO.	09 & 16-43-34
SCALE	AS SHOWN

AERIAL & KEY MAP

SHEET NUMBER  
**L06**

EXHIBIT B

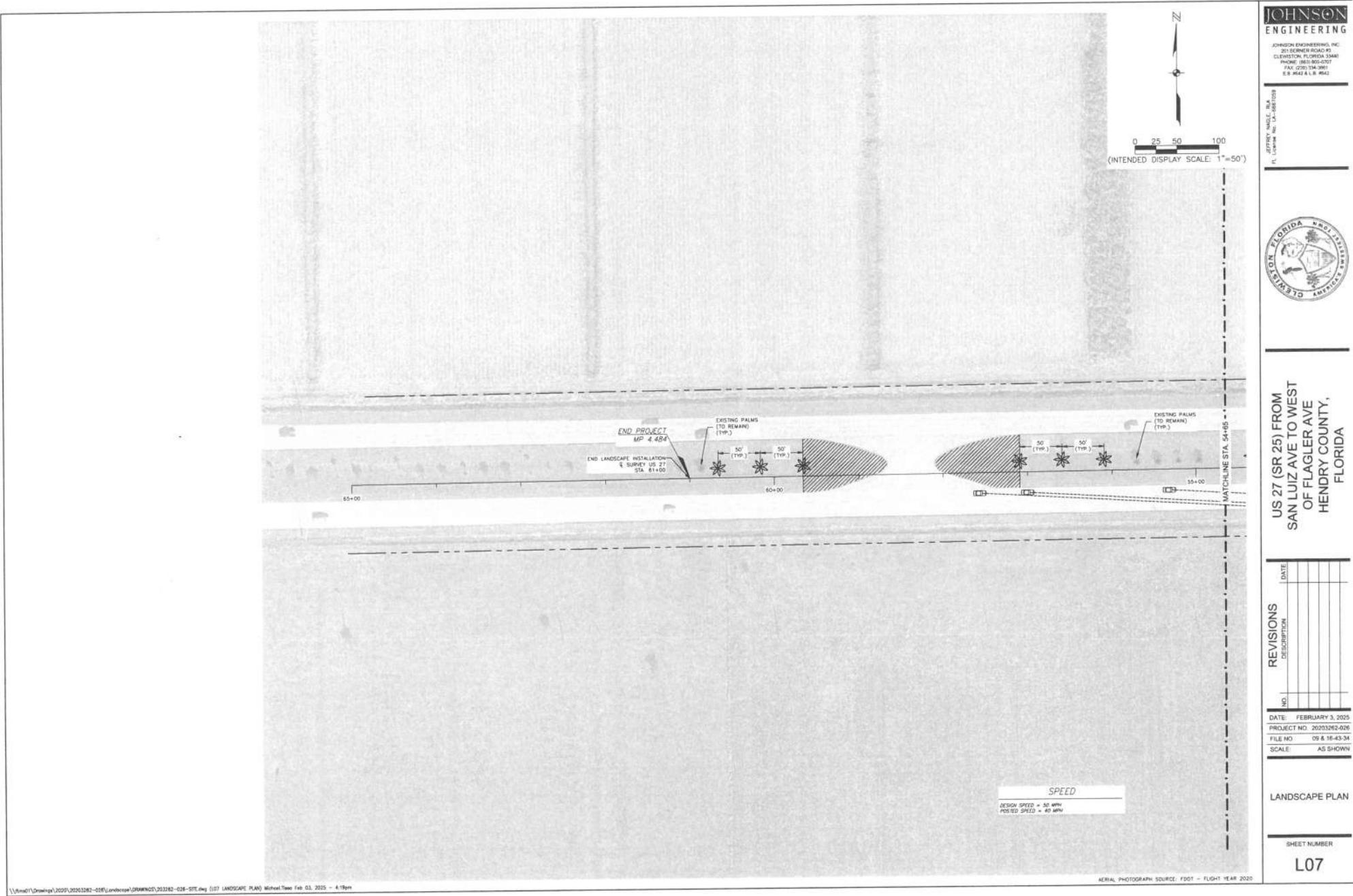






EXHIBIT B



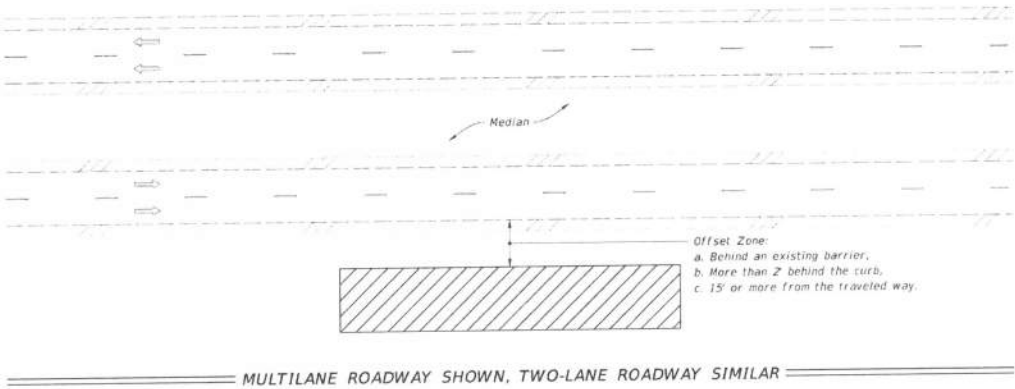


N.T.S.

Page 11 of 19



EXHIBIT B



- NOTES:
- 1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work beyond the shoulder.
  - 2. Use Index 102-602 when the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the Offset Zone in any one hour period.
  - 3. Use Index 102-660 when Work Area encroaches a Sidewalk.

- SYMBOLS:
- [Hatched Box] Work Area
  - [Arrow] Lane Identification and Direction of Traffic

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US 27 (SR 25) FROM  
SAN LUIZ AVE TO WEST  
OF FLAGLER AVE  
HENDRY COUNTY,  
FLORIDA

REVISIONS	DATE
DESCRIPTION	
NO.	
DATE:	FEBRUARY 3, 2025
PROJECT NO.	20203282-026
FILE NO.	09 & 16-43-34
SCALE:	AS SHOWN

MOT DETAILS

SHEET NUMBER  
L13

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2025-26 STANDARD PLANS	TWO-LANE AND MULTILANE ROADWAY, WORK BEYOND THE SHOULDER	INDEX 102-601	SHEET 1 of 1
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## Page 14 of 19

EXHIBIT B

JOHNSON  
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US 27 (SR 25) FROM  
SAN LUIZ AVE TO WEST  
OF FLAGLER AVE  
HENDRY COUNTY,  
FLORIDA

REVISIONS	DATE	DESCRIPTION
NO.		
1	FEBRUARY 3, 2025	
2	PROJECT NO. 20203262-026	
3	FILE NO. 09 & 10-43-34	
4	SCALE: AS SHOWN	

MOT DETAILS

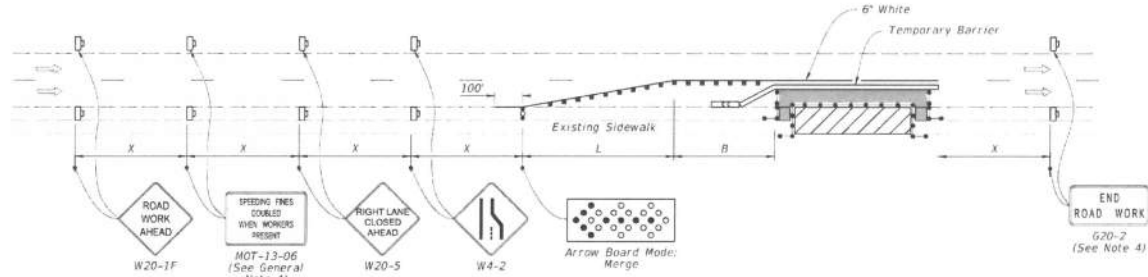
SHEET NUMBER  
L15

NOTES:

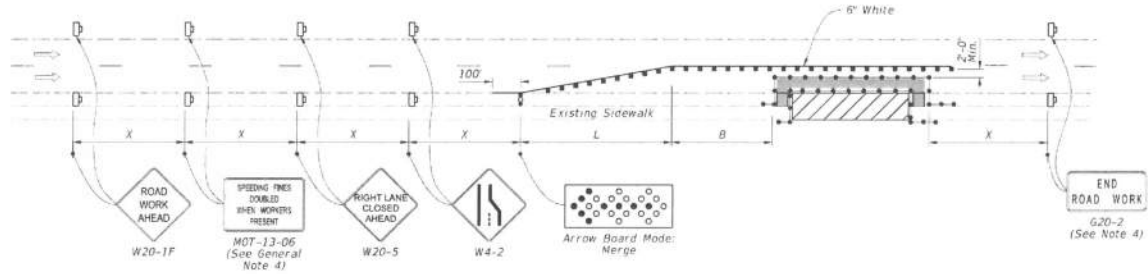
1. L = Taper Length  
B = Buffer Length  
X = Work Zone Sign Distance  
See Index 102-600 for "L", "B", "X", channelizing device spacing values.
2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.
4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.
5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

SYMBOLS:

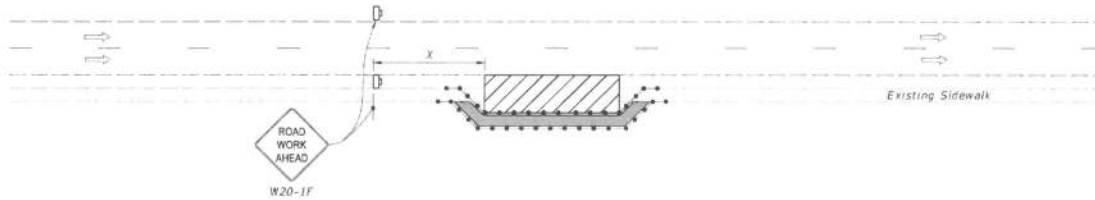
- Work Area
- Temporary Pedestrian Way
- Channelizing Device (See Index 102-600)
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Arrow Board
- Crash Cushion
- Lane Identification and Direction of Traffic



PEDESTRIAN DIVERSION - OPTION 1  
(Temporary Barrier Shown, Low Profile Barrier Similar)



PEDESTRIAN DIVERSION - OPTION 2  
(Work Zone Speed 45 mph or Less)



PEDESTRIAN SPECIAL DETOUR

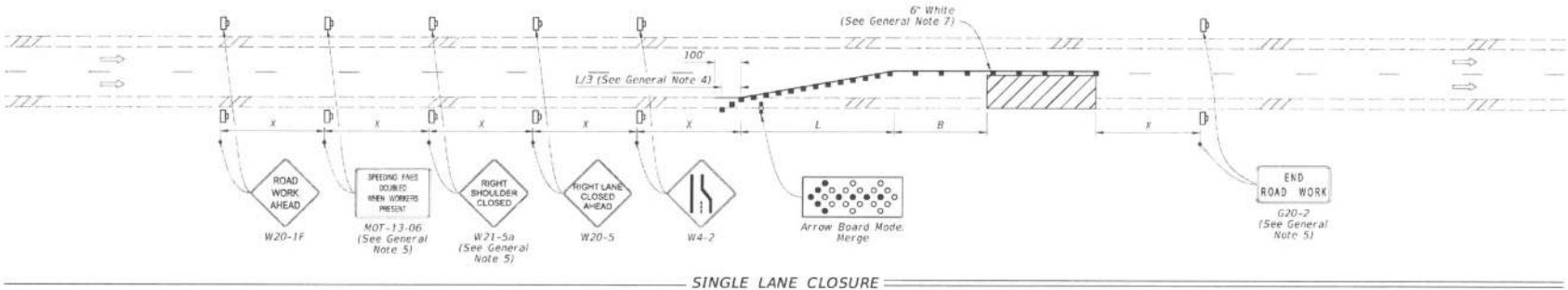
LAST REVISION	DESCRIPTION:
11/01/23	

FY 2025-26  
STANDARD PLANS

SIDEWALK CLOSURE

INDEX	SHEET
102-660	2 of 2

EXHIBIT B



- SYMBOLS:**
- Work Area
  - Channelizing Device (See Index 102-600)
  - Work Zone Sign
  - Arrow Board
  - Lane Identification and Direction of Traffic

- GENERAL NOTE:**
1. L = Taper Length  
B = Buffer Length  
X = Work Zone Sign Distance  
See Index 102-600 for "L", "B", "X", and channelizing device spacing values.
  2. On undivided highways the median signs as shown are to be omitted.
  3. On limited access facilities, omit "Right Shoulder Closed" signs (W21-5a) and associated work zone sign spacing distances.
  4. If the paved shoulder is less than 4' in width, omit the taper and channelizing devices from the paved shoulder.
  5. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2) and "Right Shoulder Closed" (W21-5a), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less. For Single Lane Closures, arrow boards and buffer (B) may also be omitted when the work operation will be in place for 60 minutes or less and the speed limit is 45 mph or less.
  6. Use inverted plan of the illustrations for work on left side of roadways.
  7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.

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US 27 (SR 25) FROM  
SAN LUIZ AVE TO WEST  
OF FLAGLER AVE  
HENDRY COUNTY,  
FLORIDA

NO.	DATE	DESCRIPTION

DATE: FEBRUARY 3, 2025  
PROJECT NO. 2025092-026  
FILE NO. 09 & 16-43-34  
SCALE: AS SHOWN

MOT DETAILS

SHEET NUMBER  
**L16**

LAST REVISION	DESCRIPTION:	FY 2025-26 STANDARD PLANS	MULTILANE ROADWAY, LANE CLOSURES	INDEX	SHEET
11/01/21				102-613	1 of 5



= DOUBLE LANE CLOSURE

LAST  
REVISION  
11/01/20

DIVISION

DESCRIPTION:
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FY 2025-26  
STANDARD PLANS

MULTILANE ROADWAY, LANE CLOSURES

INDEX  
102-613

SHEET  
2 of 5

**JOHNSON**  
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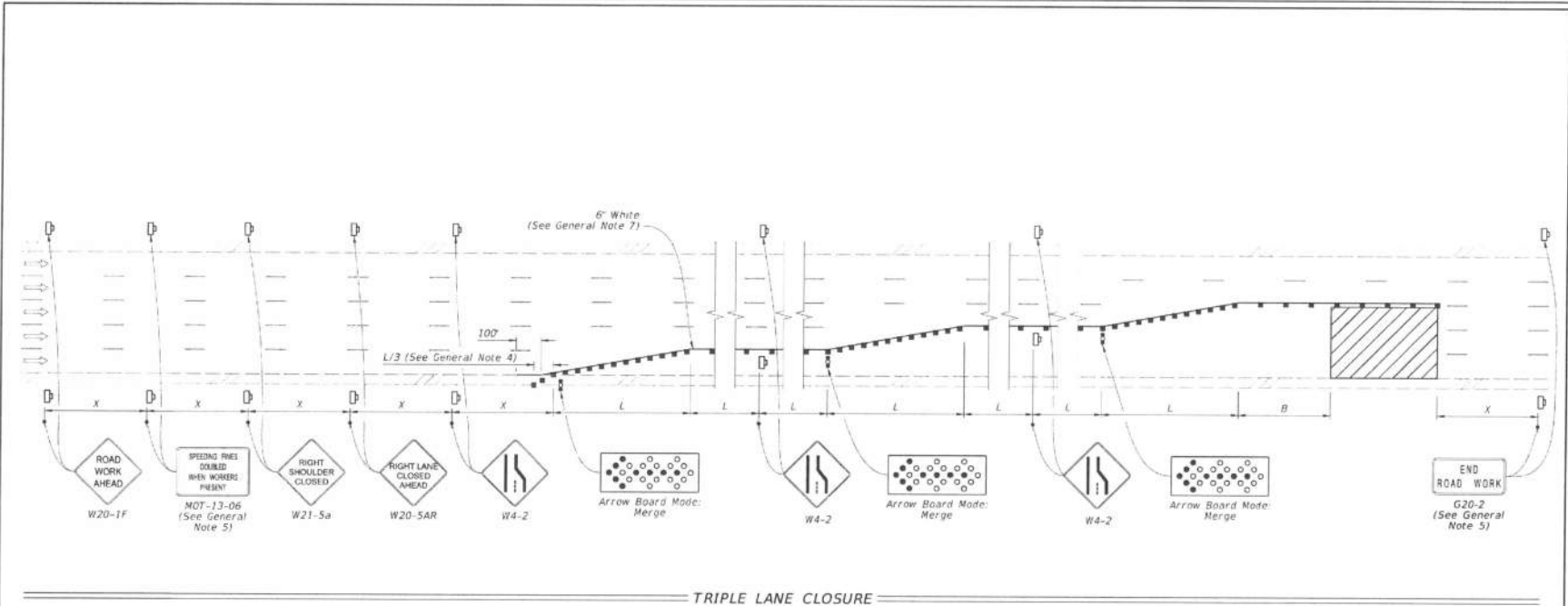
US 27 (SR 25) FROM  
SAN LUIZ AVE TO WEST  
OF FLAGLER AVE  
HENDRY COUNTY,  
FLORIDA

[illegible]

MOT DETAILS

SHEET NUMBER  
L17

EXHIBIT B



- SYMBOLS:**
- Work Area
  - Channelizing Device (See Index 102-600)
  - Work Zone Sign
  - Arrow Board
  - Lane Identification and Direction of Traffic

LAST REVISION	DESCRIPTION	FDOT	FY 2025-26 STANDARD PLANS	INDEX	SHEET
11/01/20				102-613	3 of 5

**JOHNSON ENGINEERING**  
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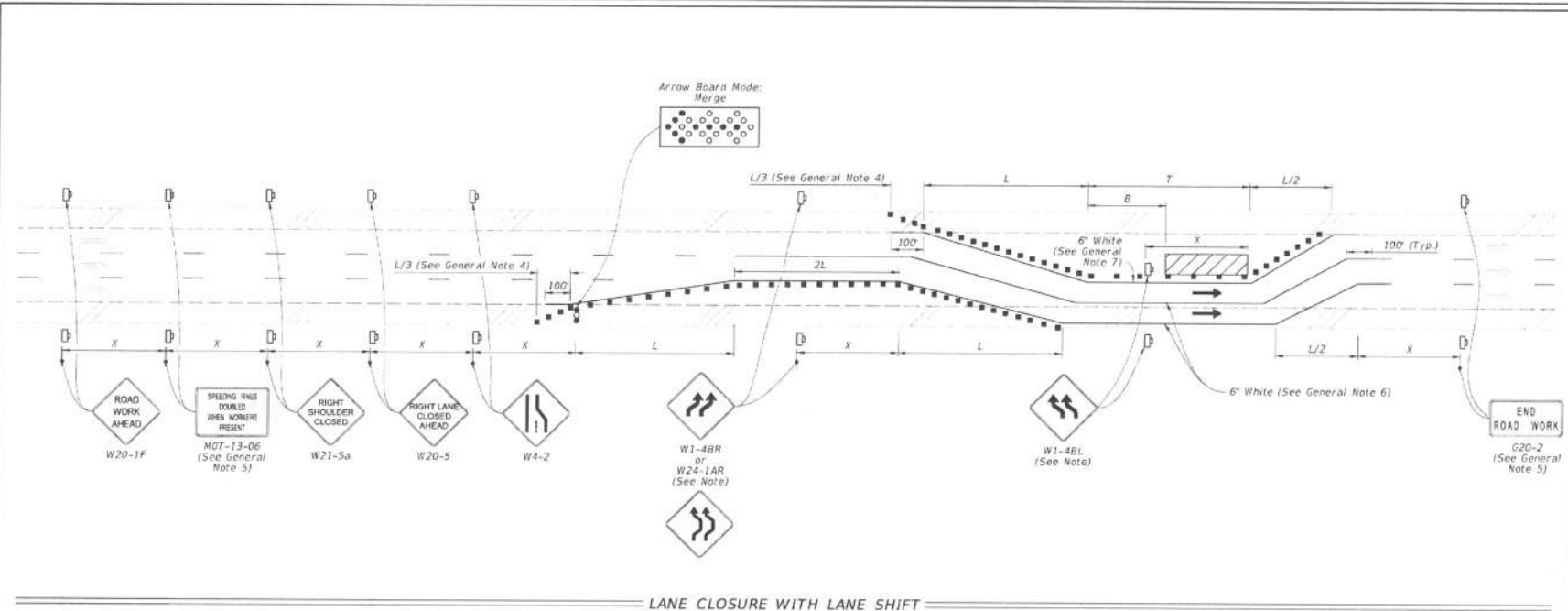


US 27 (SR 25) FROM  
SAN LUIZ AVE TO WEST  
OF FLAGLER AVE  
HENDRY COUNTY,  
FLORIDA

REVISIONS	DATE
DESCRIPTION	
NO.	
DATE	FEBRUARY 3, 2025
PROJECT NO.	20201262-026
FILE NO.	09 & 18-43-34
SCALE	AS SHOWN

MOT DETAILS
SHEET NUMBER
L18

EXHIBIT B



**NOTE:**  
If the tangent distance "T" is less than 600', then use "Double Reverse Curve" signs (W24-1A) instead of the first pair of "Reverse Curve" signs (W1-4B) and omit the second pair of "Reverse Curve" signs.

- SYMBOLS:**
- Work Area
  - Channelizing Device (See Index 102-600)
  - Work Zone Sign
  - Arrow Board
  - Lane Identification and Direction of Traffic

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ATTENTION: N.E.C. S.A.  
FL License No. LA-00000000



US 27 (SR 25) FROM  
SAN LUIZ AVE TO WEST  
OF FLAGLER AVE  
HENDRY COUNTY,  
FLORIDA

REVISIONS	DATE
DESCRIPTION	
NO.	
DATE	FEBRUARY 3, 2025
PROJECT NO.	2020282-026
FILE NO.	09 & 16-43-34
SCALE:	AS SHOWN

MOT DETAILS

SHEET NUMBER

L19

LAST REVISION	DESCRIPTION:	FOOT	FY 2025-26 STANDARD PLANS	MULTILANE ROADWAY, LANE CLOSURES	INDEX	SHEET
11/01/20					102-613	4 of 5