



## **CITY OF VENICE, FLORIDA**

### **Request for Qualifications**

**RFQ # 3080-18**

**Date of Issue:** January 27, 2018

**Submission Deadline:** February 28, 2018

### **REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CEI SERVICES FOR DOWNTOWN ROADWAY CORRIDOR IMPROVEMENTS PROJECT**

Offerors Are Not Required To Return This Form.

**CITY OF VENICE, FLORIDA  
REQUEST FOR QUALIFICATIONS**

**NOTICE IS HEREBY GIVEN** that the City of Venice invites and will receive sealed proposals from qualified vendors to perform the following work which is described in detail in the Request for Qualifications (RFQ) specifications.

**RFQ NUMBER: 3080-18**

**RFQ TITLE: Construction Engineering Inspection/Management Services  
(CEI) Services for Downtown Roadway Corridor  
Improvements Project**

**PROJECT DESCRIPTION:** The City of Venice, Florida requests submission of qualifications from qualified Firms for Construction Engineering Inspection/Management Services (CEI) for the Downtown Roadway Corridor Improvements project. The Firm must show a minimum of 5 years of experience with projects of similar scope including experience with Florida Department of Transportation (FDOT) Local Agency Projects (LAP) and state/federal grant compliance requirements. Firms must be licensed to work in the City of Venice and State of Florida. Firms must be FDOT pre-qualified in Roadway Construction Engineering Inspection, Construction Materials Inspection, Contract and Grant Administration and Construction Management for the Downtown Roadway Corridor Improvement Project, referenced herein, no later than the Bid Due Date. Failure to meet the pre-qualifications stipulated herein will cause your bid to be non-responsive. In addition, Proposals must provide sufficient information to verify that the minimum design specifications have been met and the required scope of work will be completed within the required project timelines with qualified staff. The Proposal shall include a Schedule. This is a Federally Funded project. All work shall be done in compliance with the FDOT requirements and FHWA1273. The City of Venice hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, marital status or national origin in consideration for an award.

**RFQ OPENING LOCATION:** Finance Meeting Room #204  
Venice City Hall  
401 West Venice Avenue  
Venice, Florida 34285

**RFQ SUBMITTAL DEADLINE DATE & TIME:** Wednesday, February 28, 2018 2:00 PM

**PRE-PROPOSAL CONFERENCE:** No

The City is using a Request for Qualifications for this project and will award the contract to the Proposer(s) the City finds, in its sole discretion, best meets the long term needs of the City.

Specifications and Bid/RFQ documents are available by calling Onvia DemandStar at (800) 711-1712 or by their Internet address at [www.demandstar.com](http://www.demandstar.com). Proposers may also pick-up Bid/RFQ documents at the City of Venice Finance- Purchasing Department, Room 204, 401 West Venice Ave., Venice Florida 34285, (941) 882-7422 at no charge.

**All proposers should ensure that the proposal is both complete and accurate. The City may require additional information or data from any of the Proposers. An evaluation committee that has been appointed by the City will evaluate proposals.**

The evaluation committee has been selected by the City to ensure that all proposals are fairly considered. The evaluation committee will perform a review of proposals received from Proposers to determine completeness and responsiveness to the principal components of the technical, financial and legal requirements of the RFQ. The evaluation committee will make a recommendation to the City Council following the evaluation committee's review of all proposals and consideration of any additional evidence or data desired by the evaluation committee.

Qualified firms are invited to deliver ONE (1) ORIGINAL AND FIVE (5) copies of their proposals, in a sealed envelope marked "SEALED REQUEST FOR QUALIFICATIONS, RFQ #3080-18 "Request for Statements of Qualifications CEI Services for Downtown Roadway Corridor Improvement Project", and delivered to the City of Venice Purchasing Department, Room 204, City Hall, 401 West Venice Avenue, Venice, Florida 34285. The City assumes no responsibility for proposals received after 2:00 p.m., on February 28, 2018, or at any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late proposals will be held unopened and will not be considered for award.

All questions, comments, or concerns about this RFQ must be submitted in writing to Mr. Peter Boers, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285. Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Boers. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. **The final day that the City will accept questions will be February 21, 2018 at 1:00PM.**

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the City, depending on available competition and timely needs of the City.

The City shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to perform the work or service requested.

Proposers, their agents and associates shall not contact or solicit any City Council member, City employee, or official regarding this RFQ during any phase of this RFQ. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the City. Only that individual listed, as the contact person in this Notice shall be contacted.

CITY OF VENICE, FLORIDA  
Peter Boers, Procurement Manager

PUBLISH: January 27, 2018  
January 31, 2018



# **SECTION 1: GENERAL CONDITIONS & INSTRUCTIONS TO OFFERORS**

## **DEFINED TERMS**

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Offeror" means one that submits a proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom the City of Venice (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Venice, a municipal corporation of the State of Florida. The term "RFQ" refers to this Sealed REQUEST FOR QUALIFICATIONS. The term "solicitation" refers to the entire RFQ package and the Offeror's submittal as a response to this RFQ. The term "submittal" refers to all documentation and information as submitted by the Offeror in response to this solicitation. The term "Department" refers to the State of Florida Department of Transportation.

### **1. OFFEROR REGISTRATION**

Offerors who obtain solicitation documents from sources other than the City or download from <http://www.demandstar.com/> must officially register receipt of the solicitation with the City's Procurement- Finance Department in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Offeror may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda. The City of Venice is not responsible for the accuracy of bid documents and information obtained from any source other than <http://www.demandstar.com/>.

### **2. CONTACT**

All prospective Offerors are hereby instructed not to contact any member of the City of Venice City Council, City Manager, or City of Venice staff member other than the contact person indicated in this RFQ regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by the City staff for this project. Any such contact shall be cause for rejection of your submittal.

### **3. ADDENDA AND INQUIRIES**

3.1 If there is any doubt as to the true meaning of the specifications and information provided, Offerors may submit written or faxed inquiries regarding this solicitation to the Procurement- Finance Department, 401 West Venice Avenue, Room # 204 Venice, FL 34285, Fax No. (941) 486-2790. The City will respond to written or faxed inquiries received by the posted deadline for questions. Inquiries must reference the date and time of opening, and the solicitation number. Failure to comply with this condition shall result in the Offeror waiving their right to dispute the specifications and information provided in the solicitation document.

3.2 Any change to this solicitation shall be made by addenda duly issued to each registered Offeror. Receipt of such addenda must be so noted on or within your response. It is the Offeror's responsibility to make contact through the

Internet or phone to determine if Addenda have been issued.

3.3 Oral Inquiries: The City will not respond to oral inquiries.

### **4. PUBLIC OPENING**

Submittals shall be received in the Procurement- Finance Department, 401 W. Venice Ave, Venice, FL 34285 by the date and time indicated on these documents. As soon as possible thereafter, the names of the Offerors and their proposed bid amount shall be read off at the specified location.

### **5. DELAYS**

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Offerors of all changes in scheduled due dates by written addenda.

### **6. PROPOSAL SUBMISSION AND WITHDRAWAL**

6.1 Address to send submittal:

Procurement- Finance Department  
City of Venice  
401 W. Venice Ave, Room # 204.  
Venice, FL 34285

6.2 The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope / container must also include the Offeror's name and return address.

6.3 Submittals may be withdrawn by an appropriate document duly executed (in the manner that a Submittal must be executed) and delivered to the place where Submittals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Submittal will not prejudice the rights of an Offeror to submit a new Submittal prior to the opening date and time. After expiration of the period for receiving Submittals, no Submittal may be withdrawn or

modified.

6.4 **Withdrawal of Submittals after Opening Date:** Submittals, once opened, become the property of the City and will not be returned to the Offerors. Submittals not so withdrawn before the opening constitute an irrevocable offer for a period of one-hundred-eighty (180) days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by City staff. No Offeror may withdraw their proposal during this one-hundred-eighty (180) day period.

6.5 **Number of Submittal Copies:** Offerors shall submit four (4) complete sets (one original and three copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.

6.6 **Proposal Is Not Binding:** The Offeror understands that responding to this solicitation does not constitute an agreement or contract with the Offeror. A submittal is not binding until submittal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.

6.7 **Responsibility for getting a submittal to the City on or before the specified date and time is solely and strictly that of the Offeror.** The City will not be responsible for any delay, for any reason whatsoever. Submittals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Submittals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Department by the date and time specified for opening.

6.8 **LATE SUBMITTALS** – Submittals received after the date and time of the opening will not be considered and will not be opened. It will be the Offeror's responsibility to make arrangements for the return of their submittal at their expense.

#### **7. PRICES, TERMS AND PAYMENT:**

Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.

7.1 **BID PRICE/MISTAKES:** The Offeror shall show in the proposal both the unit price and the total amount on items when indicated. In the event of discrepancy between the unit price and the extension, THE UNIT PRICE SHALL PREVAIL. Prices shall be extended in decimals.

7.2 **INVOICING AND PAYMENT:** The Successful Offeror shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. THE SUCCESSFUL OFFEROR SHALL ACCEPT NO ORDER WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY. The City reserves the right to pay for purchases made under any agreement resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards, check or the ACH (Automated Clearing House) process. When payment is received utilizing the City credit card, an original invoice should not be mailed to the Finance Department. Only the credit card receipt is issued for

this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.

7.3 **TAXES:** The purchase of certain items by the Contracting Entity is exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City governments. Such taxes must not be included in proposal prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.

#### **8. CONDITION AND PRICING:**

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

#### **9. SAFETY STANDARDS:**

Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of occupational Safety and Health Act and any standards

#### **10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's product name and reference number. Offeror shall submit with its proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The City's Purchasing Office is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the Purchasing Director or designated representative.

#### **11. DELIVERY:**

All prices shall be F.O.B. Destination, Venice, Florida. Delivery date and warranties must be written out and submitted with bids. Delivery dates, as specified, must be met.

#### **12. ADDITIONAL PURCHASES ("PIGGY-BACK") BY OTHER PUBLIC AGENCIES:**

The Successful Offeror, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this Request for Qualifications at prices bid unless otherwise noted on the proposal sheet.

### 13. SUBMITTAL PREPARATION COST

The City shall not be liable for any expense incurred in connection with preparation of a submittal to this document. Offerors should prepare a straightforward and concise description of the Offeror's ability to meet the requirements of this document.

### 14. ACCURACY OF SUBMITTAL INFORMATION

Any Offeror, who states in their submittal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

### 15. LICENSES

Licensed and Certified: Offeror's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of submittal and during the entire Contract time.

### 16. LOCAL PREFERENCE- not applicable

~~16.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation to Bid (ITB), Request for Proposal (RFP) or Request for Qualifications (RFQ) in accordance with Section 2-217 of the City of Venice's Code. Local preference shall not apply to other types of solicitations unless explicitly stated in the subject solicitation.~~

~~16.2 "Local business" means the vendor has paid a local business tax to either Sarasota, Manatee, DeSoto or Charlotte County, whichever county the vendor is located, if applicable prior to bid submission that authorizes the vendor to provide the commodities or services to be purchased, and maintains a permanent physical business address located within the limits of either Sarasota, Manatee, DeSoto or Charlotte County from which the vendor operates or performs business, and at which at least one full time employee is located.~~

~~16.3 In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, DeSoto or Charlotte County.~~

~~16.4 In the event the local office is not the primary location of the vendor, at least ten percent (10%) of the vendor's entire full-time employees must be based at the local office location. Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the vendor resides in Sarasota, Manatee, DeSoto or Charlotte County.~~

~~16.5 Offerors wishing to be given preference as a local business must submit with their offer, all of the Local Preference documentation identified in the "Required Forms Section" of the solicitation.~~

~~16.6 For local preference to be granted, the name of the company represented on the required forms must be the same as the name on the Local Preference documentation.~~

~~16.7 Information regarding Sarasota County's Local Business Tax can be found at [www.sarasotataxcollector.governmax.com](http://www.sarasotataxcollector.governmax.com).~~

~~16.8 In case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Sub-contractors or sub-consultants cannot qualify a proposal for local preference.~~

### 17. POSTING OF NOTICE OF INTENT

A notice of intent for award will be posted for review by interested parties in City Hall and/or on the City's website prior to submission through the appropriate approval process to the appropriate level for final approval of award.

### 18. PUBLIC RECORDS/TABULATION

Submittals are public records, subject to the provisions of Chapters 119 and 120, Florida Statutes, but, as provided under statute, shall not be made public until such time as notice of a decision or intended decision is provided, or within thirty (30) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on Demand Star at their Internet Website at <http://www.demandstar.com/>.

### 19. RESERVED RIGHTS

19.1 The City reserves the right to waive formalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and/or to accept the submittal that in the City's judgment will be in the best interest of the City. The City specifically reserves the right to reject any conditional submittal.

19.2 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all submittals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals. Submittals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

19.3 City reserves the right to reject the submittal of any Offeror if the City believes that it would not be in the best interest of the City to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

19.4 The City reserves the right to terminate the contract with any vendor who fails to meet a deadline or shows incompetency.

### 20. INDEMNIFICATION/HOLD HARMLESS

The Offeror shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Offeror and other persons employed or utilized by the Offeror in the performance of the contract.

## **21. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT**

21.1 Each Offeror shall complete the Non-Collusive Affidavit and the Public Entity Crimes Form and shall submit the forms with the submittal. CITY considers the failure of the Offeror to submit these documents to be a major irregularity and may be cause for rejection of their submittal.

21.2 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Offeror, supplier, Sub-Offeror, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

21.3 Termination for Cause: Any Agreement with the City obtained in violation of this Section shall be subject to termination for cause. A Sub-Offeror who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-Offeror acceptable to the City.

## **22. GRATUITIES AND KICKBACKS**

22.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

22.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Offeror under a Contract to Offeror or higher tier Sub-Offeror any person associated therewith, as an inducement of the award of a subcontract or order.

22.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

## **23. EQUAL EMPLOYMENT OPPORTUNITY**

Offeror shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and

as supplemented by the Department of Labor Regulations as applicable.

## **24. CONFLICT OF INTEREST**

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

October 1, 1975.

Qualification for elective office.

Appointment to public office.

Beginning public employment

## **25. DRUG FREE WORKPLACE:**

The City of Venice has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the City of Venice workplace.

The City of Venice requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two or more separate entities have submitted proposals at the same price, terms and conditions.

## **26. APPLICABLE LAWS**

Interested parties are advised that all City contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Offeror and the City for any terms and conditions not specifically stated within the context of this contract.

## **27. COMPETENT PERSONNEL**

The Offeror agrees that it will endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the engineering profession currently practicing under similar circumstances.

## **28. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

28.1 Before delivering a submittal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

28.2 The Offeror, by and through delivering a submittal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services.

## **29. SPECIFICATIONS**

29.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

29.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

## **30. CANCELLATION CLAUSE**

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of this contract by a thirty (30) day written notice of intent forwarded to the successful Offeror.

## **31. ACCEPTING CONTENT OF PROPOSAL**

By delivering a submittal in response to this solicitation document, the Offeror certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Submittals shall be returned in the sequential manner as requested in the "Submittal Format and Requirements" section of this solicitation.

## **32. TAXES**

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The City of Venice is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.

## **33. ASSIGNMENT**

33.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without City's prior written approval.

33.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

## **34. SOLICITATION FORMS**

34.1 The Offeror cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Offeror may offer an alternative service. Alternate submittals may be submitted for consideration. It will be at the City's sole discretion to accept or reject any and all alternate submittals received.

34.2 This solicitation presents the City's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Offerors are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the City.

34.3 Submittals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate submittals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the City that an alternative proposal be considered. Such alternative proposals will be provisionally accepted for consideration, subject to the reserved right of the City to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the City to accept or reject these proposals upon the basis of the determination.

## **35. DISCLOSURE – PUBLIC OFFICER, PUBLIC EMPLOYEE OR ADVISORY BOARD MEMBER OF CITY**

35.1 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit any public officer, employee, or advisory board member of the City from holding any employment or contractual relationship with any business entity doing business with the City.

Section 112.313(12) provides that a public officer, employee, or advisory board member will not be in violation of the prohibition if all three of the following conditions are met. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the Proposer and must be filed prior to or at the time of submission of the proposal. A copy of the filed disclosure form shall be submitted as part of the proposal.

35.2 Bid is awarded under a sealed, competitive Proposal to lowest or best Proposer system. Advisory board member is required to, prior to or at the time of the submission of the proposal, file a statement with the Supervisor of Elections, disclosing his interest and the nature of the intended business. The form is entitled "Form 3A Interest in Competitive Proposal for Public Business," a copy of which is available from the City's Procurement- Finance Department.

35.3 The public officer, employee, or advisory board member, spouse, or child is required to have in no way used or attempted to use his influence to persuade a member of the City or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

35.4 The public officer, employee, or advisory board member, spouse, or child is required to have in no way participated in the determination of the Bid specifications or the determination of the lowest or best Proposer.

### **36. BID PROTESTS**

In any case where a bidder wishes to protest either the results of or the intended disposition of any bid, the bidder must:

36.1 a written notice to the City Manager of the bidder's intention to protest within one (1) business day of the bid opening or the City's declaration of intent with regard to the disposition. Upon receipt of a protest, the bid process shall be suspended until the protest procedure herein described has been completed.

36.2 Within five (5) days of filing the written notice of intent to protest, the protester shall file a formal written protest with the City Manager, acting as the bid protest officer, explaining in detail the nature of the protest and the grounds on which it is based. During this five-day period, the protester is encouraged to attempt to resolve the issue with the City's Finance Department.

36.3 The protester must include with the formal written protest a bid protest bond in the form of a certified check, cashier's check or money order made payable to the city in an amount equal to five percent (5%) of the lowest acceptable bid. The

bond will be deposited with the Cashier's Office where it will be put into an account and the protester will receive a receipt.

36.4 Upon timely receipt of the formal written protest and protest bond, the City must:

(1) Issue formal findings of fact and a written decision with regard to the validity or non-validity of the formal written protest within ten (10) business days of the City's receipt of the protest.

(2) Within two (2) business days of receipt of the formal findings of fact and written decision, the City shall notify the protester of the decision of the bid protest officer. Such notification shall be transmitted via certified return receipt mail.

36.5 Should the protest be found to be without merit or validity, the bid protest bond shall be forfeited to the City in its entirety, and the bid process may resume. If a decision favorable in whole or in part to the protest is rendered, a check for the full amount of the bond will be returned to the protester.

### **37. SCRUTINIZED COMPANIES**

Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after 1, 2011, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under Subsection 287.135(5), F.S., or has been placed on either of the aforementioned lists. The City agrees to comply with the requirements of Section 287.135, F.S. in connection with the implementation of this Project.

## **SECTION 2: SCOPE OF SERVICES**

### **INTRODUCTION**

The City of Venice is requesting proposals for consultant team services to perform Construction Engineering Inspection and Funding Compliance Management for the construction of the Downtown Roadway Corridor Improvement Project in the historical downtown district of the City of Venice in Sarasota County, Florida. Construction is scheduled to begin April 15, 2018 with substantial completion by the end of November 2018. Work schedule is accelerated to minimize impacts to the downtown, therefore, more than one inspector may be required and hours of availability shall be 24 hours/day, 7 days per week. Consultant contract should anticipate contract close-out assistance through January 2019 for final close-out of the project.

The scope of the Downtown Roadway Corridor Improvement Project includes complete infrastructure improvements within the downtown roadway corridors of the City of Venice. The roadway corridors including the following:

- Tampa Avenue W. – from Harbor Drive N. to N Tamiami Trail (US 41 Business)
- W. Venice Avenue - from Harbor Drive N. to N Tamiami Trail (US 41 Business)
- Miami Avenue W. - from Harbor Drive S. to N Tamiami Trail (US 41 Business)
- Nassau Street S. and N. – from Miami Avenue W. to Tampa Avenue W.
- Nokomis Avenue S. and N. – from Pensacola Road to Santa Maria Street

The infrastructure improvements include the following: roadway reconstruction, roadway pavement reclamation, storm inlets and piping including a large trunkline pipe (48"x76" elliptical and 60") along Nokomis Avenue, extensive landscaping, irrigation, hardscaping including pavers, concrete sidewalks, curbs, signing/pavement markings, in-pavement lighting system and conduit/pull-boxes for future lighting replacement. Work also includes traffic control, erosion control, utility coordination, survey layout and some water main relocation deflections. The project is being funded by the City of Venice bond funds, One Cent Sales Tax, Stormwater Enterprise Funds and federal/state funds administered through the FDOT LAP and Economic Development Transportation Project Fund (EDTF) Program for off-system specific appropriations. **Copies of both Grant Agreements are attached as Attachment A and B.**

All construction work must be verified to comply with the Plans & Specifications and other requirements that are outlined in the bid documents for "ITB Number 3076-18 Downtown Road Corridor Improvements" which is available on DemandStar or by request. The selected consultant shall verify the final version including all addendums for the Construction Contract and Grant terms including all addendums.

### **PROJECT DESCRIPTION**

The selected consultant will perform management and oversight of the project and will provide administration, monitoring, reporting and ensure all performance and/or technical specifications for construction are being followed in accordance with the FDOT Construction Project Administration Manual:

(<http://www.dot.state.fl.us/construction/Manuals/cpam/CPAMManual.shtm>). The project is not on a State Highway System, however, it is state and federally funded.

All forms referenced below can be found at <http://www.dot.state.fl.us/proceduraldocuments/>

The Firm will be performing all of the tasks as the representative for the “Local Agency” in the grant agreements including serving as Resident Compliance Specialist and Contract Administrator. Any reference to “Local Agency” will be performed by the CEI consultant. A summary is provided below, however, careful review of the grant agreements, FDOT requirements and Contractor bid, plans and specifications must be conducted by the CEI consultant fully define scope of work. CEI shall provide assurances to the City that the Contractor and all tiers of subcontractors are in compliance with all FDOT LAP and FDOT EDTF requirements.

#### **Construction Administration Requirements for Local Agencies (LAP Program)**

These requirements apply to Local Agencies operating under Local Agency Certification who choose to administer construction contracts. On the State Highway System, construction will be administered in accordance with the FDOT Construction Project Administration Manual. Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Off the State Highway system, the Local Agency is encouraged to use these same standards. Federal aid projects are subject to EEO Compliance Reviews by FDOT. Consultant shall be responsible for monitoring, tracking and verifying that required construction administration is completed.

#### **Preconstruction Requirements:**

1. Preconstruction Conference - After the contract is awarded the Consultant serving as the Local Agency Project Engineer shall schedule and coordinate a conference with the contractor. He shall notify the City of Venice, District Local Agency Program Administrator, contractor, subcontractors, utilities, and other interested and involved parties of the time and place of the conference. Representatives of any concerned utility, law enforcement, and other interested parties should be invited to attend. The purpose of the conference is to discuss the project plans and specifications, any unusual conditions, federal or state requirements, EEO requirements, training (if applicable), and any other items that will result in better understanding among the involved parties. In addition, the contractor will discuss the schedule of operation, type and adequacy of equipment, sources of labor and labor requirements, maintenance of traffic, and precautions for the safety of employees and the public. Coordinate pre-construction agenda with FDOT granting agencies and verify that dates are consistent with their attendance.
2. Fully evaluate all grant requirements to verify that all compliance requirements are met. Through the course of the project, all items that are required to be uploaded to LAPit or maintained for future compliance verification or audit shall be provided to the City Engineer.
3. Coordinate with the Engineer of Record (EOR) regarding the review and approval of shop drawings and substitution requests for substantial conformance with the design concept plans.
4. Obtain copies of all subcontractor agreements to verify that FHA1273 is referenced and included as an attachment to the contract.



5. Pre-Activity Meetings -It may be desirable to hold separate conferences for some specialized items of construction including contract and EEO compliance verification.

6. Meeting Minutes - Minutes of the meeting shall be made and copies transmitted to the District Local Agency Programs Administrator and each agency, organization, and firm that has involvement or interest in the project.

7. Design Review - The Consultant serving as Local Agency shall review construction plans and permits.

8. Consultant shall develop a Communication Plan that includes a 24 hour call and e-mail notification system to address resident and business concerns. The consultant shall conduct door to door notification to businesses that will be directly impacted on a routine basis and provide weekly updates of proposed activities to the City Engineer, City PIO and Venice MainStreet. Routine updates of work and any lane closures or detours shall be notified to the appropriate City staff and emergency responders.

### **Requirements During Construction:**

1. Consultant serving as the Local Agency shall provide services to monitor the contractor's on-site construction operations and observe materials entering into the project work site as required to ensure the quality of workmanship and materials is such that the project will be completed in substantial conformity with the plans, specifications and other construction contract provisions. The Consultant serving as the Local Agency shall keep detailed records of the Contractor's daily operations and significant events that affect the work and submit to the City. Document significant changes to the project or field conditions including verifying that FDOT and City approval have been received prior to any changes to scope of work; assist in the interpretation of the plans, specifications and construction contract provisions; make recommendations to the City to resolve disputes, which arise in relation to the construction contract. In general, construction observations services by the Consultant shall be in accordance with the Florida Department of Transportation's Construction Manual (CPAM). Field inspectors shall be on-site at all times when work is being performed unless arrangements have been made for City staff to monitor activities or inspection services is deemed not necessary due to the limited scope of work as approved in writing by the City. This project will have portions that will operate 7 days per week, 24 hours per day that will need to be closely coordinated with the Contractor and City.

2. Maintain Project Diary - The Consultant serving as Local Agency is responsible for maintaining a project diary throughout the life of the construction project including the daily inspections and oversight of the project. The diary refers to all documents that present a recorded collection of events, data, occurrences, instructions, situations, circumstances and work performed each day during a construction project. Project Diary includes, Daily Report of Construction (FDOT Form No. 700-010-13), Engineer's Weekly Summary (FDOT Form No. 700-010-14), and a Work Plan Controlling Item of Work (FDOT Form No. 700-010-15).

3. Conduct Progress Meeting - The Consultant serving as Local Agency shall conduct weekly or bi-weekly construction meetings with the Contractor, City and utility companies to discuss in detail the requirements and responsibilities for such items as Contractor's responsibilities for shop drawing submittals, construction schedule, subcontractor schedules, maintenance of traffic, safety, grant compliance, etc. The Consultant shall prepare minutes of the meetings and a list of attendees. Meetings may be held at City Hall

due to the close proximity to the site. Minutes of the meetings shall be transmitted to the City, Contractor and any other interested parties.

4. Monitor DBE Requirements - The Consultant must monitor the contractor to ensure that it submits reports online. Each month the Contractor must report actual payments to all DBE subcontractors and suppliers. Reports shall be made through Equal Opportunity Reporting System (EOR): <https://www3.dot.state.fl.us/EqualOpportunityCompliance> and FHWA.

The Consultant is responsible for monitoring EEO and FHA requirements including verifying Davis-Bacon Wage Decision and providing the necessary verification documentation and assurances to the City for compliance including all audit requests.

5. Monitor Contract Wage Requirements - The Consultant serving as Local Agency shall review and approve weekly certified payrolls for completeness and accuracy from the Contractor and all tier subconsultants including assurances of compliance. Approved certified payrolls and any non-compliance notification shall be provided to the City via e-mail designated "Confidential" on a weekly basis.

6. Monitor EEO Requirements - The Consultant serving as Local Agency must monitor the contractor's performance to make sure they comply with its EEO policy. To accomplish this, the Consultant serving as Local Agency must designate an EEO Officer. The EEO Officer must conduct employee interviews (FOOT Form No. 700-010-63) with the contractor, maintain records and reports concerning the contractor's performance, and ensure that the local agency, itself, complies with its EEO policy. The Consultant serving as Local Agency should use the Equal Opportunity Contract Compliance Procedure (275-020-002-f) to monitor the contractor's performance. The consultant shall provide assurances to the City that the contractor and subcontractor are in compliance.

7. Material Approval- The source for each type of material must be approved by the Consultant serving as Local Agency before the delivery is started. The source of material is pre-approved if it is on the current FOOT "Qualified Products List" (QPL) available at <http://www2.dot.state.fl.us/SpecificationsEstimates/ProductEvaluation/QPL/QPLIndex.aspx>. The QPL is published as an assurance that certain products and materials have a basic approval subject to additional testing of individual lots, batches or shipments to construction projects. All Manufacturer Certificates that need to meet Buy America and American Iron and Steel shall be reviewed and approved by CEI and provided to the City. The City has indicated that shop drawing review by the EOR may be initiated by the Contractor upon Notice of Intent to Award to allow additional time to prepare for construction start on April 15, 2018. Any shop drawings approved prior to execution of the CEI contract will be provided for inclusion in the overall project records documentation.

8. Document Delivery of Materials - Consultant serving as acting as Local Agency will collect all delivery tickets for asphalt concrete, Portland cement concrete, pipe or other batched or truck weighed material must be used to document the delivery of the material. These receipted tickets become a part of the final records. Delivery tickets shall be coordinated to pay application to verify quantities are consistent and provided to the City Engineer with the reviewed pay applications.

9. Acceptance Testing - Consultant serving as Local Agency staff or a private testing facility employed by the Consultant serving as Local Agency shall perform acceptance sampling and testing on the job site. The Consultant serving as Local Agency should use these results to determine compliance with contract documents.

10. Acceptance Testing of Structural Products - When structural products or components such as precast concrete bridge beams, piles or drainage products or structural steel components such as bridge beams, sign structures, lighting structures, and traffic signal structures are fabricated in a plant remote from the immediate site of the project then acceptance sampling, testing and inspection must be performed in the plant by the Consultant serving as Local Agency staff (Local Agency's CEI included), another Local Agency, or a private testing facility employed by the agency.

11. Independent Assurance Testing - The Consultant serving as Local Agency shall perform independent assurance sampling and testing to check the reliability of the results obtained in acceptance sampling and testing. A prompt comparison of acceptance test results with independent assurance test results must be made by the Consultant serving as Local Agency. This comparison must be documented in the project records. If the comparison indicates a problem, either with the materials or with the testing methods, action must be taken immediately to resolve the problem.

12. Document Progress Payments - The Consultant serving as Local Agency Project Engineer must document the quantities shown on each monthly estimate to ensure payments are based on accurate measurements of work performed so that the contractor can be fairly compensated and so that public funds will not be expended on work that has not been done. Contractors have been notified that billing must be consistent with the Bid Schedule provided in the RFP #3076-18 to allow funding sources to be tracked. Consultant shall verify the final Bid Schedule after all construction addendums have been issued to be used in tracking progress payments.

13. Affidavits - Before any payment can be made, the Consultant serving as Local Agency must ensure that the contractor submits monthly a Certification Disbursement of Previous Periodic Payment to Subcontractors (FDOT Form No. 700-010-38).

14. Document Changes and Extra Work - Whenever a change in the contract is required, the Consultant serving as Local Agency shall prepare a Supplemental Agreement and submit it to the approving authority for approval. The submittal shall include an explanation in sufficient detail so that everyone involved will understand the need for the change. A detailed justification of the cost associated with the change shall be included with the explanation. The format of FDOT Form No. 700-010-45 is recommended.

15. Semifinal Inspection - The Consultant serving as Local Agency Project Engineer along with City Staff and EOR will conduct a semifinal inspection within seven days after notice from the Contractor of presumptive completion of the entire project. If, at the semifinal inspection, all construction provided for and contemplated by the contract is found completed to the Project Engineer's satisfaction, such inspection shall constitute the final inspection. If, however, at any semifinal inspection any work is found unsatisfactory, in whole or in part, the Project Engineer shall give the Contractor the necessary instructions as to replacement of material and re-performance of work necessary for final completion. Upon satisfactory replacement of material and re-performance of such work, another inspection shall be made, which shall constitute the final inspection if the required material is found to have been replaced and the work completed satisfactorily.

16. Final Inspection/ Final Acceptance - Whenever all materials have been furnished, all work has been performed, and all punch list items have been satisfactorily addressed, the Consultant serving as Local

Agency Project Engineer shall conduct the final inspection. When, upon completion of the final construction inspection, the work is found to be completed satisfactorily, the Local Agency Project Engineer shall give the Contractor written notice of final acceptance. The Consultant serving as Local Agency should complete the form, Final Inspection and Acceptance of Federal aid Project, (FDOT Form No. 525-010-42) for the City to send this form to the District Local Agency Program Administrator. When the Consultant serving as Local Agency submits its final invoice to FDOT, it should indicate that the project is complete.

### **Post Construction Requirements:**

1. Final Estimate - The Consultant serving as Local Agency Project Engineer will prepare a final estimate showing the value of the work. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable after final acceptance of the work.

2. Final Records - The Consultant serving as Local Agency Project Engineer must document the work performed on the contract. Documentation consists of field books, inspector's record of field tests, Local Agency Project Engineer's and inspector's diaries, all invoices, weigh bills, truck measurements, quantity tickets, receiving reports, field office ledgers, mass diagrams, cross- sections, computer listings, and work profiles. Final Records shall be provided in both electronic and hard copy format.

3. Material Certification - The City will send a copy of the material certification to the District Local Agency Program Administrator before the construction final invoice on the Local Agency Program Agreement will be paid. The CEI will review final installed material list in accordance with American Iron and Steel and Buy America provisions and provide assurance documentation to the City.

### SECTION 3: INSURANCE INFORMATION

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A: VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability and Business Auto).
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

The City of Venice  
401 W. Venice Avenue  
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The "Acord" certification of insurance form should be used.
4. Required Coverage
  - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
  - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
  - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
  - d) **Professional Liability:** with limits of not less than \$1,000,000 for professional services rendered in accordance with this contract. CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the CONSULTANT shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the CONSULTANT shall notify the City's Administrative Services Department within thirty (30) days of the change.
5. Policy Form:
  - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all

rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

- b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- c) Each insurance policy required by this Contract shall:
  - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
  - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.

**END OF SECTION**

---

## **SECTION 4: SELECTION PROCESS**

### **RFQ SELECTION PROCEDURES**

#### **Selection Process**

Selection of an Engineering Firm will adhere to the conditions of 287.055 Florida Statutes, the Consultant's Competitive Negotiations Act. A Selection Committee made up of members as described herein will review all responses to the RFQ, establish a shortlist, and may hear presentations by the Firms on the shortlist, rank the Firms, and present the rankings to the City Council for approval. Negotiations will begin with the top ranked firm(s).

To determine the relative ability of each firm to provide the required services, the City shall consider as a minimum the criteria given below. The order of the format is important to facilitate an efficient and uniform review of the packages as provided for in the submission criteria. A list of the top ranked Firms will be established after detailed review of the qualifications. The Firms will be ranked using the qualifications criteria below.

The following steps will be followed in the selection process:

1. City management and staff will review each response that is submitted and determine which ones are considered responsive to the RFQ.
2. The City staff tasked with the review of the responses to the RFQ will meet to review, discuss, and independently score the responses in a publicly advertised meeting using the selection criteria matrix attached.
3. The City will shortlist proposals shall interview no less than three (3) shortlisted proposers before ranking the proposers.
4. City staff will negotiate a contract with the top ranked proposer. If staff is unable to negotiate a satisfactory contract with one or more of the highest ranked firms, negotiations will be terminated those firms and then negotiation with one or more of the lower-ranked firms will proceed and so on in order of preference if needed.
5. The City Council will approve the final negotiated contract.

#### **Selection Committee**

The City reserves the right to increase or decrease the number of individuals that are members of the Selection Committee and/or replace individuals as needed in order to assure meeting the schedule. However, no less than three (3) individuals will be used for shortlisting the RFQs received. The same individuals shall be utilized for the presentations, if necessary. However, if a conflict in schedule causes a change in personnel, the City reserves the right to proceed without that individual. It is the intention to utilize a Selection Committee during the presentations consisting of no less than three (3) individuals to hear the presentations.

## Scoring Method

The scoring method for the RFQ will be based on the Required Response Format of the qualifications response. There will be no points given to the letter of interest.

| SELECTION CRITERIA  | WEIGHT<br>% |
|---|-------------|
| Project team organization chart, resumes, and key personnel experience. | 40%         |
| Project team experience/references                                      | 30%         |
| Ability to perform the services expeditiously                           | 20%         |
| Completeness of RFQ submittal   | 10%         |
| Totals  | 100%        |

### **Project team organizational chart, resumes, and key personnel experience      40%**

This section requires that the project team organizational chart, resumes and key personnel experience make the lines of communication and responsibility very clear as well as who the Client Manager is. Maximum points will be given to key personnel experience that is relevant to CEI services for FDOT and federal project implemented under the LAP program. Resident compliance specialist will be required on the project.

### **Project team experience/references      30%**

This section of the RFQ deals with relevant and related experience and qualifications. Maximum points will be given to projects where the related experience and qualifications of the firm correlates directly with the project team members per the organizational chart and their resumes. In addition, higher value will be given to work performed for governments of a similar size to the City of Venice on project of similar scope. Recent work experience will be weighted more heavily than historical experience.

Provide a specific reference for contact by the City that can attest to the work performed by the consulting team member. One should anticipate that these references will be called and that the responses to these references will affect the awarding of points in this category.

### **Ability to perform the services expeditiously at the request of the City.    20%**

Firms that have the ability to complete all the services in-house may be awarded more points than firms that require sub-consultants unless a compelling rationale is given as to why the diversified team approach is better for this particular project. Firms that do not adequately anticipate nor cover in-house all of the services required (such as resident compliance specialist, FDOT certified technicians, etc.) will receive less points than firms whose response properly identifies all the professional and construction inspection staff including resident compliance required to provide the scope of services.



**Completeness of RFQ submittal 10%**

RFQ packages must include adequate proof of insurance coverage for all team member firms and proof of professional registrations required to perform design and permitting activities required by the work and include all other required forms (such as the Drug Free Workplace Form, etc.).

**Other Considerations**

The City will allow an Additional Consideration Section for the applicants to present any other relevant information that they believe should be considered during the qualifications shortlisting process. This information can include a preliminary project approach, recommendation letters, color photos, or any other type of information that they feel should be taken into account during our selection process.

**Shortlisting and Notification**

Subsequent to selection and approval by the City, all respondents to this solicitation will be notified in writing regarding the selection of the top ranked Firms.

**Reuse of Design Ideas**

Upon submittal of proposals and oral presentations, all information becomes public information and the concepts or design ideas advanced by any Firm may be reused directly or indirectly by the City without any limitation or payment to the Firm. Granting the City the right to refuse documents contained in the presentation and proposal is a condition of presenting the proposals.

**Challenge of Notice of Intent to Award**

Any person adversely affected by the City's decision, or intended decision, on the award is entitled to challenge the award by filing a written notice of protest within 72 hours after the posting of the intent to award. A copy of the City's protest procedures may be obtained through the Purchasing Department upon request.

**Rejection of Proposals**

The City of Venice reserves the right to waive minor proposal irregularities, and to reject any and all Proposals or parts thereof, or to accept the Proposal(s) or parts thereof, when considered by it to be in the best interest of the City.

## **SECTION 6: SUBMISSIONS DETAILS**

### **REQUEST FOR QUALIFICATIONS (RFQ) RESPONSE & PROCEDURES**

#### **Submittal Requirements**

Engineering Firms interested in being considered for this selection must submit one (1) original and five (5) copies of the Response Package using the forms provided. No electronic submittals of drawings or design concepts will be accepted. The qualifications submittal shall include the following required information. Submittals lacking the required elements listed below may be considered non-responsive, may lose points, or be disqualified at the discretion of the City

#### **Response Due Date**

Technical Proposals due no later than the date provided in the Request for Qualifications.

Submittals are to be delivered to:

City of Venice  
Procurement- Finance Department  
401 W. Venice Avenue – Purchasing - Room 204  
Venice, FL 34285

#### **Required Response Format**

|       |   |
|-------|---|
| Tab 1 | One page Letter of Interest   |
| Tab 2 | Project team organization chart, resumes, and key personnel experience.   |
| Tab 3 | Project team experience/references  |
| Tab 4 | Ability to perform the services expeditiously at the request of the City. |
| Tab 5 | Additional considerations   |
| Tab 6 | Required Forms, Certificate of Insurance, Certifications.                 |

#### **Questions during RFQ Phase**

Questions must be submitted in writing to [pboers@venicegov.com](mailto:pboers@venicegov.com) or by fax to (941) 486-2790, Attn: Peter Boers, Purchasing Manager, for the City's consideration no later than February 21, 2018. Responses will be provided in writing by and posted on [www.demandstar.com](http://www.demandstar.com) for download and will also be available through the Purchasing office.

#### **Litigation Statement**

Contractors shall verify in writing that they have not been sued by or taken legal action against the City within the last 5 years. If either event has occurred, the Contractor is to provide documentation describing events.

---

**Drug Free Workplace Act**

Contractors shall certify in writing to the City that they have established a drug free workplace.

**Conflict of Interest Statement**

Contractor verifies absence of or identifies up front any potential conflicts of interest.

**Public Entities Crimes (FS 287.133)**

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 or proposal 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 Design Firm under a contract with any public entity, and may not transact business with any public entity in excess of twenty-five thousand dollars (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

**Appendix A and E (Attachment C)**

All contracts must include Appendix A and E and consultant must comply with all term included.

**Bonding Requirements**

No Bid Bond or Payment and Performance Bonds will be required.

**Required Forms**

Each respondent shall submit the required information form as attached:

- Qualifications Statement,
- Project Team
- Public Entity Crimes Form,
- Drug Free Workplace Form,
- Indemnification/Hold Harmless Statement,
- Truth in Negotiation Certification FDOT Form #375-030-30
- Conflict of Interest Certification FDOT Form #375-030-50
- Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion FDOT Form #375-030-32,
- Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts FDOT Form #375-030-33
- Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts FDOT Form #375-030-34,
- FDOT Form #375-040-84 includes Title VI Non-Discrimination Contract Provisions, Appendices A and E, DBE and EEO Contract Provision, and
- E-Verify

All Required forms are included in this package.

# ***APPENDIX***

**SEALED REQUEST FOR QUALIFICATIONS  
CITY OF VENICE, FLORIDA**

**QUALIFICATIONS STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

**SUBMITTED TO:**

CITY OF VENICE  
Procurement- Finance Department  
401 W. Venice Avenue Room # 204  
Venice, Florida 34285

**CHECK ONE:**

- ☐ Corporation  
☐ Partnership  
☐ Individual  
☐ Joint Venture  
☐ Other

**SUBMITTED BY:**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PRINCIPLE OFFICE: \_\_\_\_\_

1. State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

2. If the Proposer is a corporation, answer the following:

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's Name: \_\_\_\_\_
- d. Vice President's Name: \_\_\_\_\_
- e. Secretary's Name: \_\_\_\_\_
- f. Treasurer's Name: \_\_\_\_\_
- g. Name and address of Resident Agent: \_\_\_\_\_

3. If Proposer is an individual or partnership, answer the following:

a. Date of Organization: \_\_\_\_\_

b. Name, address and ownership units of all partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. State whether general or limited partnership: \_\_\_\_\_

4. If Proposer is other than an individual, corporation, partnership, describe the organization and give the name and address of principals:

**THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER**

---

---

---

---

5. If Proposer is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

---

a. Under what other former names has your organization operated?

---

---

---

---

### ACKNOWLEDGEMENT

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and (Names of individual(s) who appeared before Notary) whose name(s) in/are Subscribed to within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Notary Public: Print, stamp, or type as commissioned)

☐ Personally known to me, or ☐ Produced Identification: \_\_\_\_\_ ☐ **DID** take an oath, or ☐ **DID NOT** take an oath

## **PROJECT TEAM**

TEAM NAME: \_\_\_\_\_

FEDERAL ID No.: \_\_\_\_\_

| <b>Prime Role</b>                     | <b>Name &amp; City of Residence<br/>of Individual Assigned to<br/>the Project</b> | <b>No. of<br/>Years<br/>Experience</b> | <b>Education,<br/>Degree(s)</b>                                      | <b>Florida Active<br/>Registration Nos.</b>               |
|---------------------------------------|---|--|--|---|
| Principle-in-Charge                   |   |  |  |   |
| Project Manager                       |   |  |  |   |
| Project Architect (or<br>Engineer)    |   |  |  |   |
| Project Construction<br>Administrator |   |  |  |   |
| Other Key Member                      |   |  |  |   |
| Other Key Member                      |   |  |  |   |
| <b>Sub-consultant Role</b>            | <b>Company Name and<br/>Address of Office<br/>Handling this Project</b>           |  | <b>Projected % of<br/>Overall Work<br/>on the Entire<br/>Project</b> | <b>Name of<br/>Individual<br/>Assigned to<br/>Project</b> |
| Architecture                          |   |  |  |   |
| Mechanical<br>Engineering             |   |  |  |   |
| Electrical Engineering                |   |  |  |   |
| Structural Engineering                |   |  |  |   |
| Civil Engineering                     |   |  |  |   |
| Landscape<br>Architecture             |   |  |  |   |
| Geotechnical Engineer                 |   |  |  |   |
| Other Key Member                      |   |  |  |   |
| Other Key Member                      |   |  |  |   |
| Other Key Member                      |   |  |  |   |

## **PUBLIC ENTITY CRIME INFORMATION**

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit an RFQ proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in 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, Sub-Contractor, or Contractor 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 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, \_\_\_\_\_, being an authorized representative of the firm of \_\_\_\_\_, located at City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_, have read and understand the contents of the Public Entity Crime Information and of this formal RFQ package, hereby submit our proposal accordingly.

Signature: \_\_\_\_\_

Date: \_

Phone: \_\_\_\_\_

Fax: \_

Federal ID#: \_\_\_\_\_



## **DRUG FREE WORKPLACE**

Preference shall be given to business with drug-free workplace programs. Whenever two or more RFQs, which are equal with qualifications and service, are received by the City for the procurement of commodities or contractual services, an RFQ received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your firm shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under an RFQ, a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under RFQ, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Concur \_\_\_\_\_

Variance \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Signature

### **INDEMNIFICATION/HOLD HARMLESS**

The elected firm shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the elected firm and other persons employed or utilized by the elected firm in the performance of the contract.

I, \_\_\_\_\_, being an authorized representative of the firm of

\_\_\_\_\_ located at City \_\_\_\_\_, State

\_\_\_\_\_, Zip Code \_\_\_\_\_ Phone: \_\_\_\_\_ Fax:

\_\_\_\_\_. Having read and understood the contents above, hereby submit

accordingly as of this Date, \_\_\_\_\_, 2018.

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature or for the contract period, whichever is longer.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRUTH IN NEGOTIATION CERTIFICATION**

375-030-30  
PROCUREMENT  
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

\_\_\_\_\_  
Name of Consultant

By: \_\_\_\_\_

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

| Advertisement No./<br>Solicitation No | Description | Financial Project Number(s) |
|---------------------------------------|-------------|-----------------------------|
| <hr/>                                 | <hr/>       | <hr/>                       |
| <hr/>                                 | <hr/>       | <hr/>                       |
| <hr/>                                 | <hr/>       | <hr/>                       |
| <hr/>                                 | <hr/>       | <hr/>                       |
| <hr/>                                 | <hr/>       | <hr/>                       |

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

| Printed Names | Signatures | Date  |
|---------------|------------|-------|
| <hr/>         | <hr/>      | <hr/> |
| <hr/>         | <hr/>      | <hr/> |
| <hr/>         | <hr/>      | <hr/> |
| <hr/>         | <hr/>      | <hr/> |
| <hr/>         | <hr/>      | <hr/> |

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**  
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33  
PROCUREMENT  
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
PROCUREMENT  
02/16

Is this form applicable to your firm?

YES ☐ NO ☐

If *no*, then please complete section 4 below for "Prime"

|  |   |   |
|--|---|---|
| <b>1. Type of Federal Action:</b><br>a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance  | <b>2. Status of Federal Action:</b><br>a. bid/offer/application<br>b. initial award<br>c. post-award  | <b>3. Report Type:</b><br>a. initial filing<br>b. material change<br><b>For Material Change Only:</b><br>Year: _____ Quarter: _____<br>Date of last report: _____<br>(mm/dd/yyyy) |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, <i>if known</i> :<br>_____<br>_____<br>_____<br><br>Congressional District, <i>if known</i> : 4c _____  | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____<br>_____<br>_____<br><br>Congressional District, <i>if known</i> : _____   |   |
| <b>6. Federal Department/Agency:</b><br>_____<br>_____<br>_____  | <b>7. Federal Program Name/Description:</b><br>_____<br>_____<br><br>CFDA Number, <i>if applicable</i> : _____  |   |
| <b>8. Federal Action Number, if known:</b><br>_____  | <b>9. Award Amount, if known:</b><br><br>\$ _____   |   |
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>(if individual, last name, first name, MI):</i><br>_____<br>_____<br>_____   | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i><br><i>(last name, first name, MI):</i><br>_____<br>_____<br>_____<br>_____ |   |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____<br><br>Print Name: _____<br><br>Title: _____<br><br>Telephone No.: _____ Date (mm/dd/yyyy): _____  |   |
| <b>Federal Use Only:</b>   |   | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97)  |

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84  
PROGRAM MANAGEMENT  
12/17  
Page 1 of 3

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

**THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER**

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84  
PROGRAM MANAGEMENT  
12/17  
Page 2 of 3

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

**THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER**

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84  
PROGRAM MANAGEMENT  
12/17  
Page 3 of 3

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the 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.

\_\_\_\_\_ Accept FDOT Form #375-040-84 Requirements

**E-VERIFY**

Contract \_\_\_\_\_ No: \_\_\_\_\_  
Financial Project \_\_\_\_\_ No(s): \_\_\_\_\_  
Project Description: \_\_\_\_\_

---

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Venice, a Florida municipal corporation (“City”), and, \_\_\_\_\_, a Florida Corporation authorized to work in the State of Florida (“Consultant”).

### **WITNESSTH:**

WHEREAS the OWNER desires Construction Engineering Inspection/Management Services (CEI) for the Downtown Roadway Corridor Improvements Project, and the CONSULTANT is willing to perform those services.

THEREFORE, in consideration of the premises and agreements contained herein, the parties agree as follows:

### **ARTICLE I**

#### **Description of Project**

The Consultant services to perform Construction Engineering Inspection Services for the construction of the Downtown Roadway Corridor Improvements Project in the City of Venice, Sarasota County. The construction work includes reconstruction of the downtown roadway corridors including Tampa, Venice and Miami Avenues between Harbor D. and US 41 Business, Nassau Street from Miami to Tampa Avenues and Nokomis from Pensacola Road to Santa Maria Street. The infrastructure improvements include the following: roadway reconstruction, roadway pavement reclamation, storm inlets and piping including a large trunkline pipe (48”x76” elliptical and 60”) along Nokomis Avenue, extensive landscaping, irrigation, hardscaping including pavers, concrete sidewalks, curbs, signing/pavement markings, in-pavement lighting system and conduit/pull-boxes for future lighting replacement. Work also includes traffic control, erosion control, utility coordination, survey layout and some water main relocation deflections. The project is being funded by the City of Venice bond funds, One Cent Sales Tax, Stormwater Enterprise Funds and federal/state funds administered through the FDOT LAP and Economic Development Transportation Project Fund (EDTF) Program for off-system specific appropriations.

Preconstruction Requirements:

1. Preconstruction Conference
2. Grant Compliance
3. Shop Drawings
4. Subcontractor Agreement Compliance
5. Pre-Activity Meetings
6. Meeting Minutes
7. Design Review
8. Communication Plan

Requirements During Construction:

1. Serve as Local Agency to Oversee Construction and Compliance
2. Maintain Project Diary
3. Conduct Progress Meeting
4. Monitor DBE Requirements
5. Monitor Contract Wage Requirements and compliance with Davis-Bacon Act
6. Monitor EEO
7. Material Approval
8. Document Delivery of Materials
9. Monitor, review and approve American Iron and Steel & Buy America manufacturerer certifications
10. Acceptance Testing
11. Acceptance Testing of Structural Products
12. Independent Assurance Testing
13. Document Progress Payments
14. Affidavits
15. Document Changes and Extra Work
16. Semifinal Inspection
17. Final Inspection/ Final Acceptance

Post Construction Requirements:

1. Final Estimate
2. Final Records
3. Material Certification

**ARTICLE II**

**Term**

The Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue through completion and acceptance of the Study unless Agreement is otherwise terminated as provided for herein.

### **ARTICLE III**

#### **Consultant's Scope of Services**

The Consultant shall perform the Services relevant to the Study in accordance with the terms and conditions set forth herein, and as provided in the Scope of Services contained in Article I and Consultant's proposal submittal, which is attached to this Agreement and by this reference made a part of it as Exhibit D.

### **ARTICLE IV**

#### **Changes in Scope**

If changes occur to the Consultant's Scope of Services, a supplemental addendum or amendment to this Agreement shall be negotiated at the request of either party.

### **ARTICLE V**

#### **Consultant's Fee**

As compensation for the Services as described in Exhibit A of this Agreement and as set forth in Article I herein, the Consultant shall be paid a "Basic Fee", which shall constitute full and complete payment for the Services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be a Not-to-Exceed amount of \_\_\_\_\_  
**00/100's** (\_\_\_\_\_) for the Services as described herein.

Payment Schedule for Basic Fee.

The Basic Fee shall be paid in installments as the Consultant's work progresses based on invoices submitted by the Consultant no more frequently than monthly based on task completion as outlined in Exhibit A.

Certified Cost Records.

The Consultant shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For those purposes, the books of account for the Consultant shall be subject to audit by the City. The Consultant shall complete work and cost records for all billings on those forms and in that manner as will be satisfactory to the City.

## **ARTICLE VI**

### **Termination**

This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

This Agreement may be terminated by the City for its convenience upon thirty (30) days' prior written notice to the Consultant.

In the event of termination, as provided for in this Article, the Consultant shall be paid as compensation in full for that portion of the Services performed to the date of that termination, an amount calculated in accordance with Article V of this Agreement. Such amount shall be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, reports, and any other information and materials as may have been accumulated by the Consultant in performing the Services included in this Agreement, whether completed or in progress.

## **ARTICLE VII**

### **Assignment**

This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

## **Article VIII**

### **Indemnity**

The Consultant shall defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Consultant, its



sub-consultants and their officers, directors, agents or employees; any failure of the Consultant to perform the Services hereunder in accordance with generally accepted professional standards; any material breach of the Consultant's representations as set forth in the proposal or any other failure of the Consultant to comply with the obligations on its part to be performed under this Agreement. To the fullest extent possible under the applicable law, Consultant's total liability under this Agreement (whether in contract, tort or otherwise and including on termination) is limited to the amount of the compensation paid. Notwithstanding anything to the contrary stated elsewhere in the Agreement, Consultant shall not be liable for any loss of profit, loss of business or any incidental, special, indirect or consequential loss.

## **ARTICLE IX**

### **Prohibition Against Contingent Fees**

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

## **ARTICLE X**

### **Insurance**

The Consultant agrees to procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts provided in the specifications in Exhibit B INSURANCE REQUIREMENTS with insurance companies authorized to do business in the State of Florida, covering all operations under this Agreement, whether performed by it or its agent. Before commencing the Services, the Consultant shall furnish to the CITY a certificate or certificates in form satisfactory to the City, showing that it has complied with this Article. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) day's prior written notice has been given to the City.

**ARTICLE XI**  
**Discrimination Prohibited**

In performing the Services required under this Agreement, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap and shall comply with Appendix A and E included as Exhibit C.

**ARTICLE XII**  
**Public Records**

Consultant agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the Services; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Consultant does not transfer the records to the City; and upon completion of the Agreement by transferring, at no cost, to City all public records in possession of Consultant or by keeping and maintaining all public records required by the City to perform the Services. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W.**

**VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390,  
LSTELZER@VENICEGOV.COM.**

**ARTICLE XIII**

**Venue and Governing Law**

The laws of the State of Florida shall govern all provisions of this Agreement. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, appellate, and/or bankruptcy proceeding, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

IN WITNESS WHEREOF, the parties to the Agreement have hereunto set their hands and seals and have executed this Agreement as of the day and year first above written.

(SEAL)

ATTEST:

CITY OF VENICE  
IN SARASOTA COUNTY, FLORIDA

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
JOHN HOLIC, MAYOR

ATTEST:

CONSULTANT

\_\_\_\_\_

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

\_\_\_\_\_  
Signed by (typed or printed)

\_\_\_\_\_  
Signed by (typed or printed)

Approved as to Form and Correctness

\_\_\_\_\_  
David Persson, City Attorney

**EXHIBIT A**  
**PROJECT FEES**

---

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

---

## INSURANCE REQUIREMENTS

Before performing any work, the Consultant shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A: VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City is to be specifically included as an **ADDITIONAL INSURED** (with regards to Business Auto and Commercial General Liability).
2. The City shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

**The City of Venice  
401 W. Venice Avenue  
Venice, FL 34285**

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The “Acord” certification of insurance form should be used.
4. Required Coverage
  - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the Consultant).
  - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
  - c) **Workers Compensation:** Consultant will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.

Policy Form:

- a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
  - b) Insurance requirements itemized in this Contract, and required of the Consultant, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
  - c) Each insurance policy required by this Contract shall:
    - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability;
-

(2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City's Director of Administrative Services.

- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
  - e) The procuring of required policies of insurance shall not be construed to limit Consultant's liability nor to fulfill the indemnification provisions and requirements of this Contract.
  - f) The Consultant shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the Consultant until such time the Consultant shall furnish additional security covering such claims as may be determined by the City.
  - g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the city. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
  - h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
  - i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Consultant's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
  - j) All property losses shall be payable to, and adjusted with, the City.
-



## **EXHIBIT C**

### **APPENDIX A AND E**

## **ATTACHMENT A**

### **LOCAL AGENCY PROGRAM AGREEMENT**



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

MIKE DEW  
SECRETARY

December 22, 2017

Kathleen J. Weeden, PE, CFM, LEED AP  
City Engineer  
401 W. Venice Avenue  
Venice, FL 34285

**RE: NOTICE TO PROCEED –CONSTRUCTION PHASE ONLY**

|                        |   |
|------------------------|---|
| Financial Project #:   | 435092-1-58-01  |
| Agency                 | City of Venice  |
| Federal Aid Project #: | D118 007 B  |
| Contract #:            | G0T14   |
| Description:           | Venice/Mia/Tampa Ave from Harbor DR to Business US 41 |

Dear Ms. Weeden:

In accordance with the Local Agency Program (LAP) Agreement, dated December 22, 2017 between the **Department** and the **City of Venice** for the construction of the above referenced project, *you are hereby authorized to proceed with advertising the Construction phase* on this project. Services are to begin on or after **December 22, 2017** and be completed on or before **December 31, 2020**.

**The City of Venice** shall advertise this project within thirty (30) days from the date of this NTP. If the **City of Venice** is not able to meet the scheduled advertisement, the District LAP Coordinator should be notified as soon as possible. Please forward the final contract package for review prior to awarding the project. Once documents are reviewed and approved, **the City of Venice** will be notified and the contract can be awarded and executed. A copy of your Notice to Proceed for construction services must be uploaded into LAPIT along with the entire executed contract. **The City of Venice** will also need to send an invitation for the pre-construction meeting to Charles Reed, Albert Rosenstein and myself. Lastly, the **City of Venice** will send written correspondence to my attention of the **commencement** and completion of the phase.

Please be mindful that the **City of Venice** shall be obligated to submit an invoice to the Department for the percentage of work that is complete for this project no less frequently than on a quarterly basis from the date of this NTP. Upon completion of the project phase, the Department will have forty-five (45) working days after receipt of the invoice to review, inspect and approve the project phase for payment.

Please contact Albert Rosenstein, Operation Center Manager at (941) 708-4400 a week or more before commencing work.

If I can be of further assistance, please contact Jim Martin at (863) 519-2324 or e-mail at [jobin.abraham@dot.state.fl.us](mailto:jobin.abraham@dot.state.fl.us)

Sincerely,

Jobin C. Abraham  
Local Agency Program Coordinator  
FDOT, District One

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC- 07/17  
Page 1 of 15

FPN: 435092-1-58-01 FPN: \_\_\_\_\_ FPN: \_\_\_\_\_  
Federal No (FAIN): D118 007 B Federal No (FAIN): \_\_\_\_\_ Federal No (FAIN): \_\_\_\_\_  
Federal Award Date: 12/15/2017 Federal Award Date: \_\_\_\_\_ Federal Award Date: \_\_\_\_\_  
Fund: ACTA/TALU Fund: \_\_\_\_\_ Fund: \_\_\_\_\_  
Org Code: 55014010106 Org Code: \_\_\_\_\_ Org Code: \_\_\_\_\_  
FLAIR Approp: \_\_\_\_\_ FLAIR Approp: \_\_\_\_\_ FLAIR Approp: \_\_\_\_\_

County No: 17 Contract No: 60714  
Local Agency Vendor No: F596000443004 Local Agency DUNS No: 82-5652277  
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this 22 day of December, 2017, between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and City of Venice: 401 W Venice Ave, Venice Florida 34285 ("Agency").

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

1. **Authority:** The Agency, by Resolution No. 2017-28 dated the 14 day of November, 2017 a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction for Venice/Mia/Tampa Ave from Harbor Dr to Business US 41, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Agency agrees to complete the Project on or before 12/31/2020. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - A. The total cost of the Project is \$ 775,723.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
  - B. The Department agrees to participate in the Project cost up to the maximum amount of \$ 775,723.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
  - C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC- 07/17  
Page 2 of 15

- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments:**

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency 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 "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. 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 Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency 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 Agency 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 Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. 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.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC-07/17  
Page 3 of 15

in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. 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 Agency'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.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has 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."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC- 07/17  
Page 4 of 15

**6. Department Payment Obligations:** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC- 07/17  
Page 5 of 15

- vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC- 07/17  
Page 6 of 15

**8. Audit Reports:** The administration of resources awarded through the Department to the Agency 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 federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
  - iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC-07/17  
Page 7 of 15

established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC- 07/17  
Page 8 of 15

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- C. The Agency 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 State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida 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.

**9. Termination or Suspension of Project:** The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC-07/17  
Page 9 of 15

**10. Contracts of the Agency:**

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:** Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC- 07/17  
Page 10 of 15

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:** During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. 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 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC- 07/17  
Page 11 of 15

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, 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 misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, 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 misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Miscellaneous Provisions:**

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC- 07/17  
Page 12 of 15

provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC- 07/17  
Page 13 of 15

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K.** The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.
- M.** The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N.** The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
  - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits**
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
  - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
  - iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.
  - iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
  - v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
  - vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC-07/17  
Page 14 of 15

- vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

*The remainder of this page intentionally left blank.*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC-07/17  
Page 15 of 15

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY : CITY OF VENICE

By: 

Name:

Title: City Mayor or Designee

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: 

Name:

Title: Director of Transportation Development or Designee

Legal Review: 

JAV  
11/3/17

Approved By City Council

Date: 11/14/2017

APPROVED AS TO FORM AND LEGALITY  
DON CONWAY, SENIOR ATTORNEY FDOT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC - 08/15  
Page 1 of 2

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 435092-1-58-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

CITY OF VENICE

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 0.80 Miles - VENICE/MIAMI/TAMPA AVE FROM HARBOR DR TO BUSINESS US 41

**PROJECT DESCRIPTION:** This project consists of upgrading sidewalks, pedestrian crosswalks, ADA ramps, and resurfacing along Venice/Miami/Tampa Ave from Harbor Drive to Business US 41. W. Venice Avenue crosswalks will be converted to stamped asphalt to match the existing stamped asphalt on Tampa and Miami. Crosswalks that have not been upgraded on Tampa and Miami to meet ADA and stamped asphalt design will be completed. In addition to in-pavement lighting for pedestrian crossing and ADA upgrades, furniture/amenities, and sidewalk replacement/upgrades will be conducted as budget allows and existing conditions require.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design completed on or before 12/31/2017
- b) Right-of-Way requirements identified and provided to the Department on 02/13/2017
- c) Right-of-Way certified on or before 11/30/2017.
- d) Construction contract to be let on or before 12/31/2017
- e) Construction to be completed by 12/31/2020

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC - 08/15  
Page 2 of 2

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** If this schedule cannot be met, the Agency will notify the Department in writing prior to execution of the LAP Agreement with a revised schedule or the project is subject to the withdrawal of federal funding.

All work to be conducted outside of the Department Right-of-Way shall adhere to

- 1) The current Florida Greenbook standards, as amended
- 2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:

- 1) The FDOT standard specification for road and bridge construction, and
- 2) The FDOT roadway and traffic design standard, and design criteria from the PPM, or other FDOT adopted criteria.

For all projects the following will apply:

- 1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
- 2) FDOT "Project Development and Environmental Manual"
- 3) The Local Agency Program Manual

The Agency will complete and provide the Department with a Final Inspection and Acceptance form at the completion of the project in accordance with the Local Agency Program Manual for Federal Aid Projects (Department Procedure: 525-010-42). This form must be completed and accepted by the Department prior to payment of the project Final Invoice.

The Agency will inform the Department in writing of the commencement and completion of the project. Upon completion of the construction phase, the Department will have forty-five (45) days after receipt of the Agency's final construction invoice to review, inspect and approve the construction phase for payment. All other invoices for project phases and all other progress payments shall be processed in accordance with the Department's procedures and guidelines for invoice processing. The Agency will provide progress billing invoices to the Department on a minimum of a quarterly basis.

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in 17/18 for Construction services.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40B  
PROGRAM MANGEMENT  
OGC - 08/15  
Page 1 of 1

**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

|   |                     |
|---|---------------------|
| AGENCY NAME & BILLING ADDRESS<br>City of Venice<br>401 W Venice Ave, Venice Florida 34285 | FPN: 435092-1-58-01 |
|---|---------------------|

| TYPE OF WORK By Fiscal Year   | FUNDING                       |                    |                    |                      |
|---|-------------------------------|--------------------|--------------------|----------------------|
|   | (1)<br>TOTAL<br>PROJECT FUNDS | (2)<br>LOCAL FUNDS | (3)<br>STATE FUNDS | (4)<br>FEDERAL FUNDS |
| <b>Planning-18</b> FY: _____<br>FY: _____<br>FY: _____  | _____                         | _____              | _____              | _____                |
| Total Planning Cost   |                               |                    |                    |                      |
| <b>Project Development &amp; Environment (PD&amp;E) - 28</b> FY: _____<br>FY: _____<br>FY: _____  | _____                         | _____              | _____              | _____                |
| Total PD&E Cost   |                               |                    |                    |                      |
| <b>Design - 38</b> FY: _____<br>FY: _____<br>FY: _____  | _____                         | _____              | _____              | _____                |
| Total Design Cost   |                               |                    |                    |                      |
| <b>Right-of-Way - 48</b> FY: _____<br>FY: _____<br>FY: _____                                      | _____                         | _____              | _____              | _____                |
| Total Right-of-Way Cost   |                               |                    |                    |                      |
| <b>Construction-58</b> FY: 2017/2018<br>FY: _____<br>FY: _____<br>FY: _____                       | <u>\$775,723.00</u>           | _____              | _____              | <u>\$775,723.00</u>  |
| Total Construction Cost   | \$775,723.00                  |                    |                    | \$775,723.00         |
| <b>Construction Engineering and Inspection (CEI) - 68</b> FY: 2017/2018<br>FY: _____<br>FY: _____ | _____                         | _____              | _____              | _____                |
| Total CEI Cost  |                               |                    |                    |                      |
| <b>Operations – 88</b> FY: _____<br>FY: _____<br>FY: _____  | _____                         | _____              | _____              | _____                |
| Total Operations Costs  |                               |                    |                    |                      |
| <b>TOTAL COST OF THE PROJECT</b>  | \$775,723.00                  |                    |                    | \$775,723.00         |

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40C  
PROGRAM MANAGEMENT  
OGC- 08/15  
Page 1 of 1

**EXHIBIT "C"**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –  
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:  
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40E  
PROGRAM MANAGEMENT  
OGC- 08/15  
Page 1 of 2

**Exhibit "E"**  
**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40E  
PROGRAM MANAGEMENT  
OGC- 08/15  
Page 2 of 2

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40F  
PROGRAM MANAGEMENT  
OGC - 08/15  
Page 1 of 1

**EXHIBIT "F"**

**AGENCY RESOLUTION**

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

**RESOLUTION NO. 2017-28**

**A RESOLUTION OF THE CITY OF VENICE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE LOCAL AGENCY PROGRAM AGREEMENT FOR FUNDS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION FOR FPN #435092-1-58-01 FOR VENICE/MIAMI/TAMPA AVENUE FROM HARBOR DRIVE TO BUSINESS U.S. 41; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the State of Florida Department of Transportation and the City of Venice desire to facilitate improvements on Venice, Miami and Tampa Avenues between Harbor Drive and Business US 41; and

**WHEREAS**, the State of Florida has requested that the City of Venice, Florida, execute and deliver to the State of Florida Department of Transportation a Local Agency Program Agreement for this project.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA**, as follows:

**SECTION 1.** The Mayor of the City of Venice is hereby authorized and directed to execute and deliver to the State of Florida Department of Transportation a Local Agency Program Agreement for the aforementioned project.

**SECTION 2.** The Mayor of the City of Venice is hereby authorized and directed to execute and deliver to the State of Florida Department of Transportation Local Agency Program Agreement amendments for the aforementioned project.

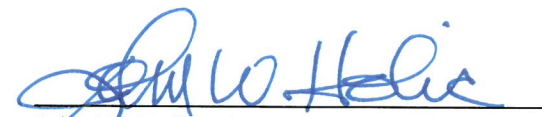
**SECTION 3.** Upon approval and adoption, the City Clerk is directed to provide two original or certified copies of this Resolution to the State of Florida Department of Transportation, Bartow, Florida.

**SECTION 4.** This resolution shall take effect immediately upon its approval and adoption as required by law.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, AT A MEETING HELD ON THE 14TH DAY OF NOVEMBER 2017.**

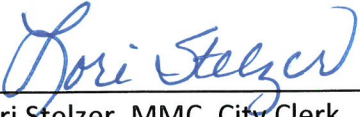
ATTEST:

  
Lori Stelzer, MMC, City Clerk

  
John W. Holic, Vice Mayor

I, Lori Stelzer, MMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of a Resolution duly adopted by the City Council of the City of Venice, Florida, at a meeting thereof duly convened and held on the 14th day of November 2017, a quorum being present.

WITNESS my hand and official seal of said City this 14th day of November 2017.

  
\_\_\_\_\_  
Lori Stelzer, MMC, City Clerk

(S E A L)

Approved as to form:

  
\_\_\_\_\_  
David Persson, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
1/15  
Page 1 of 1

**EXHIBIT 1**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program Site: <https://www.cfda.gov/>  
Award Amount: \$775,723.00  
Awarding Agency: Florida Department of Transportation  
Award is for R&D: No  
Indirect Cost Rate: N/A

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*  
[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)

OMB Circular A-133 Compliance Supplement 2014  
[http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2014](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a087\\_2004/](http://www.whitehouse.gov/omb/circulars_a087_2004/)

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a102/](http://www.whitehouse.gov/omb/circulars_a102/)

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141  
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsrc.gov/>

**ATTACHMENT B**

**ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT  
FUND AGREEMENT (EDTF)**



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

MIKE DEW  
SECRETARY

June 7, 2017

Kathleen J. Weeden P.E.  
City Engineer  
City of Venice  
401 W. Venice Ave.  
Venice, Florida 34285

**RE: AGREEMENT NOTIFICATION**

|               |                                  |
|---------------|----------------------------------|
| FM #:         | 439455-1-54-01                   |
| Agency:       | City of Venice                   |
| Contract No.: | G0L83                            |
| Description:  | City of Venice Road Improvements |

Dear Ms. Weeden:

Attached is the executed EDTF Agreement for the above referenced project. The **Notice to Proceed (NTP)** for the bidding phase will be issued after design plans have been reviewed and approved by the Department. Once the NTP is issued, **City of Venice** will be authorized to begin the bidding phase of this project.

**City of Venice** shall not begin any construction activities before the NTP is issued.

If I can be of further assistance, please contact me at (863) 519-2324 or e-mail at [jobin.abraham@dot.state.fl.us](mailto:jobin.abraham@dot.state.fl.us)

Sincerely,

Jobin C. Abraham  
Local Agency Program Coordinator  
FDOT, District One



**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

**ECONOMIC DEVELOPMENT TRANSPORTATION  
PROJECT FUND AGREEMENT  
(OFF-SYSTEM SPECIFIC APPROPRIATIONS)**

This Economic Development Transportation Project Fund Agreement (Off-System Specific Appropriation) ("Agreement") is entered into this 25<sup>th</sup> day of may, between the State of Florida, Department of Transportation ("FDOT" or "Department") and CITY OF VENICE ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**RECITALS**

A. The Fiscal Year 16-17 General Appropriations Act, Chapter 2016-66, Laws of Florida, provides the Agency with an appropriation of \$1,300,000 from the amount in Specific Appropriation 1906, Economic Development Transportation Projects for City of Venice Road Improvements.

B. This Agreement provides conditions necessary for the release of the funds appropriated to the Agency by Chapter 2016-66, Laws of Florida. The transportation project is further described in **Exhibit "A"**, attached and incorporated in this Agreement ("Project").

C. The Agency is prepared to complete the Project at an estimated total cost of \$1,300,000.

D. FDOT is prepared to provide \$1,300,000 under Financial Project Number 439455-1-54-01 toward the total cost of the Project as set forth in Section 6.0 of the Agreement and the Schedule of Funding in **Exhibit "B"**, which is attached and incorporated in this Agreement.

E. The Agency by Resolution No. 2017-09 dated the 25<sup>th</sup> day of April, 2017, a copy of which is attached as **Exhibit "C"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

**AGREEMENT**

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

**1.0 RECITALS:** The recitals above are true and correct and are made a part of this Agreement.

**2.0 TERM:** The term of this Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31<sup>st</sup>, 2020, unless terminated at an earlier date as provided in this Agreement. If the Project is not completed within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by FDOT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. Only Project costs incurred on or after the Commencement Date of this Agreement (as defined in paragraph 3.0 below) and on or prior to the termination date of the Agreement are eligible.

**3.0 COMMENCEMENT:** Unless terminated earlier, work on the Project shall commence no later than: the 30<sup>th</sup> day of June 2018 or within 30 days of the issuance of the Notice to Proceed for the construction phase of the Project, whichever date is earlier (“Commencement Date”), and shall be completed on or before December 31<sup>st</sup>, 2020. FDOT shall have the immediate option to terminate this Agreement should the Agency fail to meet either of the above-required dates.

If construction of the transportation Project does not commence within four (4) years of the date Chapter 2016-66, Laws of Florida, became effective, this Agreement and the Project are immediately terminated.

**4.0 PROJECT DESCRIPTION:** The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Management Number 439455-1-54-01, and the quantifiable, measurable and verifiable units of deliverables are described more fully in **Exhibit “A”** which is incorporated in this Agreement.

**5.0 NOTICES AND APPROVALS:** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the



Agreement Administrators set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

**FDOT:**

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
DISTRICT ONE ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND  
COORDINATOR  
801 N. BROADWAY AVENUE  
BARTOW, FLORIDA 33830  
PHONE: (863) 519-2324  
EMAIL: [JOBIN.ABRAHAM@DOT.STATE.FL.US](mailto:JOBIN.ABRAHAM@DOT.STATE.FL.US)**

**AGENCY:**

**CITY OF VENICE  
KATHLEEN J. WEEDEN, P.E.  
CITY ENGINEER  
401 W. VENICE AVENUE  
VENICE, FLORIDA 34285  
PHONE: (941) 486-2626  
EMAIL: [KWEEDEN@VENICEGOV.COM](mailto:KWEEDEN@VENICEGOV.COM)**

All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**6.0 RELEASE OF FUNDS:** Project funds made available by FDOT shall not be released until the following have been satisfied:

(a) The Agency has agreed by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the Agency's system and such resolution is attached and incorporated in this Agreement as **Exhibit "C"**;

(b) The Agency shall certify to FDOT that the Agency's design consultant and/or construction contractor has secured the necessary permits. If the Agency fails to provide such certification to FDOT by June 30th, 2020, FDOT may, at its discretion, terminate this Agreement;

(c) The Agency shall invoice FDOT quarterly for actual costs incurred. The Agency shall review and approve all invoices, statements, or other related documents duly submitted to the Agency by the Agency's design consultant or construction contractor. Invoices shall be submitted by the Agency to FDOT in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable, and

verifiable units of deliverables as established in Paragraph 4.0 above and **Exhibit "A"**. Deliverables must be received and accepted in writing by the pre-audit and approval by the Agency;

(d) Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 4.0 and **Exhibit "A"** has been met;

(e) FDOT will pay to the Agency, after receipt of a detailed invoice, an amount equal to the invoice received by the Agency from the Agency's consultant or contractor. The Agency must certify on the invoice that the costs from the consultant or contractor are valid, reasonable, necessary, and allowable and the costs have been incurred by the consultant or contractor prior to the date of the invoices. All invoices submitted to the Department must provide complete documentation, including a copy of the consultant's or contractor's invoice(s), to substantiate the cost on the invoice. Each quarterly invoice subsequent to the first invoice from the Agency must contain a statement from the Agency that the previous quarterly costs incurred by the consultant or contractor have been paid by the Agency to the consultant or contractor;

(f) Before using its own forces for any phase of the Project, the Agency shall provide FDOT with the opportunity to review and approve the qualifications of the Agency forces to be utilized. In the event the Agency proceeds with any phase the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead);

(g) The Agency shall provide to FDOT certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained; and

(h) Provide FDOT with written notification of either its intent to:

(i) Award the construction of the Project to a contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Agency shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(ii) Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame in Section 3.0 of this Agreement.

(i) The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of FDOT shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

(j) 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 FDOT determines that the performance of the Agency is unsatisfactory, FDOT shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FDOT. The Agency shall, within five days after notice from FDOT, provide FDOT with a corrective action plan describing how the Agency 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 FDOT, the Agency 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 Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill FDOT for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

(k) If, after Project completion, any claim is made by FDOT resulting from an audit or for work or services performed pursuant to this Agreement, FDOT may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to FDOT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by FDOT.

#### **6.1 TRANSFER OF FUNDS:**

Entities providing goods and services to FDOT should be aware of the following time frames. Upon receipt of the invoice, FDOT has 20 days to inspect and approve the goods and services. FDOT 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.

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

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 FDOT determines that the performance of the Agency is unsatisfactory, FDOT shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FDOT. The Agency shall, within five days after notice from FDOT, provide FDOT with a corrective action plan describing how the Agency 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 FDOT, the Agency 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 Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill FDOT for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

**6.2 USE OF FUNDS:** Funds made available by FDOT pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. No such funds shall be used for the purchase of any landscaping, mitigation planting, water and sewer lines, for any legal action against FDOT, or costs associated with preparation of the application for use of Economic Development Transportation funding. The Schedule of Funding, **Exhibit “B”**, is attached and incorporated in this Agreement.

**6.3 ASSURANCES:** As an inducement to the transfer of funds referred to in Section 6.1 above, the Agency certifies that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from FDOT. The Agency is liable for all cost overruns on the Project.

**6.4 PROHIBITION OF LOCAL PREFERENCES IN PROCUREMENT OF CONSTRUCTION SERVICES:** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

**7.0 DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:**

(a) The Agency agrees to undertake the design, construction, and Consultant Construction Engineering Inspection (“CCEI”) of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including Agency standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Agency.

(b) The Agency understands that it is responsible for the preparation of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project using the Agency’s normal procurement procedures to perform the design services for the Project.

(c) Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase of the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

(d) The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to FDOT's Construction Project Manager prior to commencing construction of the Project.

(e) The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project.

(f) Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, Jobin C. Abraham, at (863) 519-2324 or from an appointed designee. Any construction work performed prior to the issuance of the Notice to Proceed for construction is not subject to reimbursement.

(g) The Agency shall hire a qualified CCEI to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, as amended from time to time. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

(h) The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

(i) The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Agency standards.

(j) Upon completion of the work authorized by this Agreement, the Agency shall notify FDOT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as **Exhibit "D"**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

(k) The Agency must submit the final invoice to FDOT within one hundred eighty (180) days after the final acceptance of the Project.

(l) Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement. The terms of this provision shall survive the termination of this Agreement.

**8.0 AVAILABILITY OF FUNDS:** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are 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 dollars and which have a term for a period of more than 1 year."

**9.0 TERMINATION OF AGREEMENT:** FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered in accordance with the Notices and Approvals provisions of Paragraph 5.0. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall return funds in accordance with Section 10.0 of this Agreement within thirty (30) days of the termination of this Agreement. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the FDOT right-of-way will become the property of the FDOT and will be turned over promptly by the Agency.

**9.1 TERMINATION REPORT:** Upon termination prior to the expiration of this Agreement, the Agency will provide the following:

(a) Certification that the portion of the Project that has been completed is in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify the following: (i) the total direct Project costs paid from funds made available by FDOT pursuant to this Agreement; and (ii) the balance of any unexpended Project funds.

**10.0 EXPENDITURES IN VIOLATION OF AGREEMENT:** Any Project funds made available by FDOT pursuant to this Agreement which are determined by FDOT to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to FDOT. Acceptance by FDOT of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of FDOT's rights as the funding agency to verify all information at a later date by audit or investigation.

**11.0 LEGAL REQUIREMENTS:**

(a) This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

(c) The Agency 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 Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

(d) The Agency shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof.



(e) The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

**12.0 PUBLIC ENTITY CRIME:** The Agency affirms that it 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Agency 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.

**12.1 NON-RESPONSIBLE CONTRACTORS:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by FDOT to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**13.0 UNAUTHORIZED ALIENS:** FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

**14.0 NON-DISCRIMINATION:** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

The Agency 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 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 Agency 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.

**15.0 ATTORNEY FEES:** Unless authorized by law and agreed to in writing by FDOT, FDOT will not be liable to pay attorney fees, interest, or cost of collection.

**16.0 TRAVEL:** There shall be no reimbursement for travel expenses under this Agreement.

**17.0 PRESERVATION OF REMEDIES:** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

**18.0 AUDIT AND MONITORING REQUIREMENTS:**

(a) The administration of resources awarded through the Department to the Agency 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 Agency shall comply with all audit and audit reporting requirements as specified below.

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions

on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted 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 "E"**, which is attached and incorporated into this Agreement, indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency 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 governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption

statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, 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 Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, 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 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary

to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

3. The Agency 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, DFS or the Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the 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.

**19.0 LOBBYING:** Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

**20.0 MINORITY VENDORS:** The Agency is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Agency shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Agency shall submit a statement to this effect.

**21.0 INDEMNITY AND INSURANCE:**

(a) The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."

(b) The Agency shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction, as amended.

(c) The Agency shall also carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

**22.0 MODIFICATION OF AGREEMENT:** In the event the Agency desires to modify any of the terms and conditions of this Agreement, the Agency shall make such request for modification in writing to FDOT at any time during the term of this Agreement. However, if the request for modification relates to changes in the Project commencement and/or Project completion dates, such request must be received by FDOT prior to the expiration of the current commencement or Project completion date. If such a request is made after the expiration of the above referenced date, FDOT shall have the option to terminate this Agreement.

**23.0 E-VERIFY:** The Agency:

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

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

**24.0 INSPECTOR GENERAL:** The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**25.0 NON-ASSIGNMENT:** The Agency shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

**26.0 ENTIRE AGREEMENT:** This instrument embodies the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

**27.0 DUPLICATE ORIGINALS:** This Agreement may be executed in duplicate originals.

**28.0 EXHIBITS:** Exhibits A, B, C, D and E are attached and incorporated by reference.



IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

FDOT

State of Florida, Department of Transportation

By: Chris Smith

Print Name: Chris Smith

Title: Director of Transportation Development

Date: 5/25/17

Legal Review:

Don Conway

**Don Conway, Senior Attorney FDOT**

See attached Encumbrance Form for date of  
funding approval by Comptroller

AGENCY

CITY OF VENICE

By: John W. Holic  
City Mayor or designee

Print Name: John W. Holic

Title: Mayor

As approved by the Board on:

April 25, 2017

Attest: Noah Lee Seylon

Legal Review:

[Signature]

County Attorney

City

# **EXHIBIT “A”**

## **SCOPE OF SERVICES**

**Financial Management Number: 439455-1-54-01**

### **City of Venice Road Improvements**

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the City of Venice in connection with the construction of roadway improvements to Venice Avenue from S. Harbor Drive to US 41 Business, Tampa Avenue from S. Harbor Drive to US 41 Business and Miami Avenue from S. Harbor Drive to US 41 Business. The general objective is for the City of Venice to provide contract administration, management services, construction engineering inspection services and quality acceptance reviews of all work associated with the construction of the pavement reconstruction/resurfacing and associated improvements.

Specifically and non-inclusive, the following are included in the Scope of Services:

- Milling and resurfacing or reconstruction of the existing travel lanes according to City specifications.
- Replacement of curb and gutter, as required.
- Construct drainage improvements and upgrades as required for the roadway improvements.
- Signing and pavement markings to meet the latest MUTCD standards.
- Construct or reconstruct, as appropriate, sideroad and driveway turnouts.
- Upgrade the safety of the project by protecting roadside hazards when appropriate.
- Obtain a minimum pavement design. For resurfacing design, include the minimum milling depth.
- Coordination with utility owners during construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated.
- Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.
- Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.
- Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.
- Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.
- Upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida, will be provided.

- Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

**EXHIBIT "B"**  
**SCHEDULE OF FUNDING**  
Financial Management Number: 439455-1-54-01

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: |                |                   |             |   |                |                              |
|---|----------------|-------------------|-------------|---|----------------|------------------------------|
| State Program Number  | Funding Source | State Fiscal Year | CSFA Number | CSFA Title or Funding Source Description                  | Funding Amount | State Appropriation Category |
|   | STTF           |                   | 55.032      | Economic Development Transportation Projects -- Road Fund | \$1,300,000.00 | 088865                       |
|   |                |                   |             |   |                |                              |
|   |                |                   |             |   |                |                              |
| Total Award   |                |                   |             |   | \$1,300,000.00 |                              |

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement.

**EXHIBIT “C”  
AGENCY RESOLUTION**

**Financial Management Number: 439455-1-54-01**

**RESOLUTION NO. 2017-09**

**A RESOLUTION OF THE CITY OF VENICE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT (OFF-SYSTEM SPECIFIC APPROPRIATIONS) FOR FUNDS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION FOR CITY OF VENICE ROAD IMPROVEMENTS PROJECT, ACCEPTING FUTURE MAINTENANCE AND OTHER ATTENDANT COSTS FOR THE IMPROVEMENTS FUNDED; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the State of Florida Department of Transportation and the City of Venice, Florida, desire to facilitate the construction of the City of Venice Road Improvements Project identified as Financial Project Number 439455-1-54-01; and

**WHEREAS**, the State of Florida has requested that the City of Venice, Florida, execute and deliver to the State of Florida Department of Transportation an Economic Development Transportation Project Fund Agreement for this project; and

**WHEREAS**, the City of Venice, Florida has agreed to accept future maintenance and other attendant costs occurring after completion of the project.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA**, as follows:

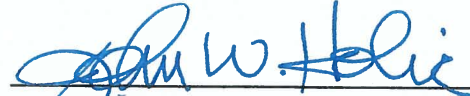
**SECTION 1.** The Mayor of the City of Venice is hereby authorized and directed to execute and deliver to the State of Florida Department of Transportation an Economic Development Transportation Project Fund Agreement (Off-System Specific Appropriations) for the aforementioned project and execute any associated amendments.

**SECTION 2.** The City of Venice hereby agrees to accept future maintenance and other attendant costs occurring after completion of the project.

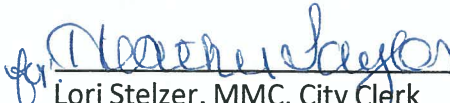
**SECTION 3.** Upon approval and adoption, the City Clerk is directed to provide two original or certified copies of this Resolution to the State of Florida Department of Transportation, Bartow, Florida.

**SECTION 4.** This resolution shall take effect immediately upon its approval and adoption as required by law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, AT A MEETING HELD ON THE 25TH DAY OF APRIL 2017.

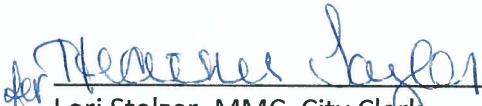
  
John W. Holic, Mayor, City of Venice

ATTEST:

  
Lori Stelzer, MMC, City Clerk

I, Lori Stelzer, MMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of a Resolution duly adopted by the City Council of the City of Venice, Florida, at a meeting thereof duly convened and held on the 25th day of April 2017, a quorum being present.

WITNESS my hand and official seal of said City this 25th day of April 2017.

  
Lori Stelzer, MMC, City Clerk

(SEAL)

Approved as to form:

  
David Persson, City Attorney



## EXHIBIT "D"

### NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

#### NOTICE OF COMPLETION

#### ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and the CITY OF VENICE

PROJECT DESCRIPTION: CITY OF VENICE ROAD IMPROVEMENTS

FINANCIAL MANAGEMENT ID#: 439455-1-54-01

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT “E”**

**STATE FINANCIAL ASSISTANCE  
(FLORIDA SINGLE AUDIT ACT)**

**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:** ECONOMIC DEVELOPMENT TRANSPORTATION PROJECTS – ROAD FUND  
**CSFA Number:** 55.032  
**\*Award Amount:** \$1,300,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.032 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 55.032 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>

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**  
**ECONOMIC DEVELOPMENT TRANSPORTATION**  
**PROJECT FUND AGREEMENT**  
**(OFF-SYSTEM SPECIFIC APPROPRIATIONS)**

This Economic Development Transportation Project Fund Agreement (Off-System Specific Appropriation) ("Agreement") is entered into this 25<sup>th</sup> day of May, between the State of Florida, Department of Transportation ("FDOT" or "Department") and CITY OF VENICE ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**RECITALS**

A. The Fiscal Year 16-17 General Appropriations Act, Chapter 2016-66, Laws of Florida, provides the Agency with an appropriation of \$1,300,000 from the amount in Specific Appropriation 1906, Economic Development Transportation Projects for City of Venice Road Improvements.

B. This Agreement provides conditions necessary for the release of the funds appropriated to the Agency by Chapter 2016-66, Laws of Florida. The transportation project is further described in **Exhibit "A"**, attached and incorporated in this Agreement ("Project").

C. The Agency is prepared to complete the Project at an estimated total cost of \$1,300,000.

D. FDOT is prepared to provide \$1,300,000 under Financial Project Number 439455-1-54-01 toward the total cost of the Project as set forth in Section 6.0 of the Agreement and the Schedule of Funding in **Exhibit "B"**, which is attached and incorporated in this Agreement.

E. The Agency by Resolution No. 2017-09 dated the 25<sup>th</sup> day of April, 2017, a copy of which is attached as **Exhibit "C"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

**AGREEMENT**

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

**1.0 RECITALS:** The recitals above are true and correct and are made a part of this Agreement.

**2.0 TERM:** The term of this Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31<sup>st</sup>, 2020, unless terminated at an earlier date as provided in this Agreement. If the Project is not completed within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by FDOT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. Only Project costs incurred on or after the Commencement Date of this Agreement (as defined in paragraph 3.0 below) and on or prior to the termination date of the Agreement are eligible.

**3.0 COMMENCEMENT:** Unless terminated earlier, work on the Project shall commence no later than: the 30<sup>th</sup> day of June 2018 or within 30 days of the issuance of the Notice to Proceed for the construction phase of the Project, whichever date is earlier (“Commencement Date”), and shall be completed on or before December 31<sup>st</sup>, 2020. FDOT shall have the immediate option to terminate this Agreement should the Agency fail to meet either of the above-required dates.

If construction of the transportation Project does not commence within four (4) years of the date Chapter 2016-66, Laws of Florida, became effective, this Agreement and the Project are immediately terminated.

**4.0 PROJECT DESCRIPTION:** The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Management Number 439455-1-54-01, and the quantifiable, measurable and verifiable units of deliverables are described more fully in **Exhibit “A”** which is incorporated in this Agreement.

**5.0 NOTICES AND APPROVALS:** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the

Agreement Administrators set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

**FDOT:**

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
DISTRICT ONE ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND  
COORDINATOR  
801 N. BROADWAY AVENUE  
BARTOW, FLORIDA 33830  
PHONE: (863) 519-2324  
EMAIL: JOBIN.ABRAHAM@DOT.STATE.FL.US**

**AGENCY:**

**CITY OF VENICE  
KATHLEEN J. WEEDEN, P.E.  
CITY ENGINEER  
401 W. VENICE AVENUE  
VENICE, FLORIDA 34285  
PHONE: (941) 486-2626  
EMAIL: KWEEDEN@VENICEGOV.COM**

All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**6.0 RELEASE OF FUNDS:** Project funds made available by FDOT shall not be released until the following have been satisfied:

(a) The Agency has agreed by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the Agency's system and such resolution is attached and incorporated in this Agreement as **Exhibit "C"**;

(b) The Agency shall certify to FDOT that the Agency's design consultant and/or construction contractor has secured the necessary permits. If the Agency fails to provide such certification to FDOT by June 30th, 2020, FDOT may, at its discretion, terminate this Agreement;

(c) The Agency shall invoice FDOT quarterly for actual costs incurred. The Agency shall review and approve all invoices, statements, or other related documents duly submitted to the Agency by the Agency's design consultant or construction contractor. Invoices shall be submitted by the Agency to FDOT in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable, and

verifiable units of deliverables as established in Paragraph 4.0 above and **Exhibit "A"**. Deliverables must be received and accepted in writing by the pre-audit and approval by the Agency;

(d) Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 4.0 and **Exhibit "A"** has been met;

(e) FDOT will pay to the Agency, after receipt of a detailed invoice, an amount equal to the invoice received by the Agency from the Agency's consultant or contractor. The Agency must certify on the invoice that the costs from the consultant or contractor are valid, reasonable, necessary, and allowable and the costs have been incurred by the consultant or contractor prior to the date of the invoices. All invoices submitted to the Department must provide complete documentation, including a copy of the consultant's or contractor's invoice(s), to substantiate the cost on the invoice. Each quarterly invoice subsequent to the first invoice from the Agency must contain a statement from the Agency that the previous quarterly costs incurred by the consultant or contractor have been paid by the Agency to the consultant or contractor;

(f) Before using its own forces for any phase of the Project, the Agency shall provide FDOT with the opportunity to review and approve the qualifications of the Agency forces to be utilized. In the event the Agency proceeds with any phase the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead);

(g) The Agency shall provide to FDOT certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained; and

(h) Provide FDOT with written notification of either its intent to:

(i) Award the construction of the Project to a contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Agency shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(ii) Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame in Section 3.0 of this Agreement.

(i) The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of FDOT shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

(j) 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 FDOT determines that the performance of the Agency is unsatisfactory, FDOT shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FDOT. The Agency shall, within five days after notice from FDOT, provide FDOT with a corrective action plan describing how the Agency 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 FDOT, the Agency 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 Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill FDOT for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

(k) If, after Project completion, any claim is made by FDOT resulting from an audit or for work or services performed pursuant to this Agreement, FDOT may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to FDOT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by FDOT.

#### **6.1 TRANSFER OF FUNDS:**



Entities providing goods and services to FDOT should be aware of the following time frames. Upon receipt of the invoice, FDOT has 20 days to inspect and approve the goods and services. FDOT 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.

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

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 FDOT determines that the performance of the Agency is unsatisfactory, FDOT shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FDOT. The Agency shall, within five days after notice from FDOT, provide FDOT with a corrective action plan describing how the Agency 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 FDOT, the Agency 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 Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill FDOT for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

**6.2 USE OF FUNDS:** Funds made available by FDOT pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. No such funds shall be used for the purchase of any landscaping, mitigation planting, water and sewer lines, for any legal action against FDOT, or costs associated with preparation of the application for use of Economic Development Transportation funding. The Schedule of Funding, **Exhibit "B"**, is attached and incorporated in this Agreement.

**6.3 ASSURANCES:** As an inducement to the transfer of funds referred to in Section 6.1 above, the Agency certifies that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from FDOT. The Agency is liable for all cost overruns on the Project.

**6.4 PROHIBITION OF LOCAL PREFERENCES IN PROCUREMENT OF CONSTRUCTION SERVICES:** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

**7.0 DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:**

(a) The Agency agrees to undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including Agency standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Agency.

(b) The Agency understands that it is responsible for the preparation of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project using the Agency's normal procurement procedures to perform the design services for the Project.

(c) Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase of the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

(d) The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to FDOT's Construction Project Manager prior to commencing construction of the Project.

(e) The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project.

(f) Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, Jobin C. Abraham, at (863) 519-2324 or from an appointed designee. Any construction work performed prior to the issuance of the Notice to Proceed for construction is not subject to reimbursement.

(g) The Agency shall hire a qualified CCEI to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, as amended from time to time. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

(h) The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

(i) The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Agency standards.

(j) Upon completion of the work authorized by this Agreement, the Agency shall notify FDOT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as **Exhibit "D"**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

(k) The Agency must submit the final invoice to FDOT within one hundred eighty (180) days after the final acceptance of the Project.

(l) Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement. The terms of this provision shall survive the termination of this Agreement.

**8.0 AVAILABILITY OF FUNDS:** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are 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 dollars and which have a term for a period of more than 1 year."

**9.0 TERMINATION OF AGREEMENT:** FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered in accordance with the Notices and Approvals provisions of Paragraph 5.0. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall return funds in accordance with Section 10.0 of this Agreement within thirty (30) days of the termination of this Agreement. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the FDOT right-of-way will become the property of the FDOT and will be turned over promptly by the Agency.

**9.1 TERMINATION REPORT:** Upon termination prior to the expiration of this Agreement, the Agency will provide the following:

(a) Certification that the portion of the Project that has been completed is in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify the following: (i) the total direct Project costs paid from funds made available by FDOT pursuant to this Agreement; and (ii) the balance of any unexpended Project funds.

**10.0 EXPENDITURES IN VIOLATION OF AGREEMENT:** Any Project funds made available by FDOT pursuant to this Agreement which are determined by FDOT to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to FDOT. Acceptance by FDOT of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of FDOT's rights as the funding agency to verify all information at a later date by audit or investigation.

**11.0 LEGAL REQUIREMENTS:**

(a) This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

(c) The Agency 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 Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

(d) The Agency shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof.

(e) The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

**12.0 PUBLIC ENTITY CRIME:** The Agency affirms that it 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Agency 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.

**12.1 NON-RESPONSIBLE CONTRACTORS:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by FDOT to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**13.0 UNAUTHORIZED ALIENS:** FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

**14.0 NON-DISCRIMINATION:** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

The Agency 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 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 Agency 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.

**15.0 ATTORNEY FEES:** Unless authorized by law and agreed to in writing by FDOT, FDOT will not be liable to pay attorney fees, interest, or cost of collection.

**16.0 TRAVEL:** There shall be no reimbursement for travel expenses under this Agreement.

**17.0 PRESERVATION OF REMEDIES:** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

**18.0 AUDIT AND MONITORING REQUIREMENTS:**

(a) The administration of resources awarded through the Department to the Agency 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 Agency shall comply with all audit and audit reporting requirements as specified below.

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions



on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted 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 "E"**, which is attached and incorporated into this Agreement, indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency 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 governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption

statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, 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 Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, 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 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary

to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

3. The Agency 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, DFS or the Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the 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.

**19.0 LOBBYING:** Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

**20.0 MINORITY VENDORS:** The Agency is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Agency shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Agency shall submit a statement to this effect.

**21.0 INDEMNITY AND INSURANCE:**

(a) The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."

(b) The Agency shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction, as amended.

(c) The Agency shall also carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

**22.0 MODIFICATION OF AGREEMENT:** In the event the Agency desires to modify any of the terms and conditions of this Agreement, the Agency shall make such request for modification in writing to FDOT at any time during the term of this Agreement. However, if the request for modification relates to changes in the Project commencement and/or Project completion dates, such request must be received by FDOT prior to the expiration of the current commencement or Project completion date. If such a request is made after the expiration of the above referenced date, FDOT shall have the option to terminate this Agreement.

**23.0 E-VERIFY:** The Agency:

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

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

**24.0 INSPECTOR GENERAL:** The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**25.0 NON-ASSIGNMENT:** The Agency shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

**26.0 ENTIRE AGREEMENT:** This instrument embodies the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

**27.0 DUPLICATE ORIGINALS:** This Agreement may be executed in duplicate originals.

**28.0 EXHIBITS:** Exhibits A, B, C, D and E are attached and incorporated by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

FDOT

State of Florida, Department of Transportation

By:

*Chris Smith*

Print Name:

*Chris Smith*

Title: Director of Transportation Development

Date:

*5/25/17*

Legal Review:

*Don Conway*

**Don Conway, Senior Attorney FDOT**

See attached Encumbrance Form for date of funding approval by Comptroller

AGENCY

CITY OF VENICE

By:

*John W. Holic*

City Mayor or designee

Print Name:

*John W. Holic*

Title:

*Mayor*

As approved by the Board on:

*April 25, 2017*

Attest:

*Nathan Saylor*

Legal Review:

*[Signature]*

County Attorney

*C. H.*

# **EXHIBIT “A”**

## **SCOPE OF SERVICES**

**Financial Management Number: 439455-1-54-01**

### **City of Venice Road Improvements**

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the City of Venice in connection with the construction of roadway improvements to Venice Avenue from S. Harbor Drive to US 41 Business, Tampa Avenue from S. Harbor Drive to US 41 Business and Miami Avenue from S. Harbor Drive to US 41 Business. The general objective is for the City of Venice to provide contract administration, management services, construction engineering inspection services and quality acceptance reviews of all work associated with the construction of the pavement reconstruction/resurfacing and associated improvements.

Specifically and non-inclusive, the following are included in the Scope of Services:

- Milling and resurfacing or reconstruction of the existing travel lanes according to City specifications.
- Replacement of curb and gutter, as required.
- Construct drainage improvements and upgrades as required for the roadway improvements.
- Signing and pavement markings to meet the latest MUTCD standards.
- Construct or reconstruct, as appropriate, sideroad and driveway turnouts.
- Upgrade the safety of the project by protecting roadside hazards when appropriate.
- Obtain a minimum pavement design. For resurfacing design, include the minimum milling depth.
- Coordination with utility owners during construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated.
- Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.
- Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.
- Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.
- Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.
- Upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida, will be provided.

- Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.



**EXHIBIT "B"**  
**SCHEDULE OF FUNDING**  
**Financial Management Number: 439455-1-54-01**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: |                |                   |             |   |                |                              |
|---|----------------|-------------------|-------------|---|----------------|------------------------------|
| State Program Number  | Funding Source | State Fiscal Year | CSFA Number | CSFA Title or Funding Source Description                  | Funding Amount | State Appropriation Category |
|   | STTF           |                   | 55.032      | Economic Development Transportation Projects -- Road Fund | \$1,300,000.00 | 088865                       |
|   |                |                   |             |   |                |                              |
|   |                |                   |             |   |                |                              |
| Total Award   |                |                   |             |   | \$1,300,000.00 |                              |

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement.

**EXHIBIT “C”  
AGENCY RESOLUTION**

**Financial Management Number: 439455-1-54-01**

**RESOLUTION NO. 2017-09**

**A RESOLUTION OF THE CITY OF VENICE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT (OFF-SYSTEM SPECIFIC APPROPRIATIONS) FOR FUNDS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION FOR CITY OF VENICE ROAD IMPROVEMENTS PROJECT, ACCEPTING FUTURE MAINTENANCE AND OTHER ATTENDANT COSTS FOR THE IMPROVEMENTS FUNDED; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the State of Florida Department of Transportation and the City of Venice, Florida, desire to facilitate the construction of the City of Venice Road Improvements Project identified as Financial Project Number 439455-1-54-01; and

**WHEREAS**, the State of Florida has requested that the City of Venice, Florida, execute and deliver to the State of Florida Department of Transportation an Economic Development Transportation Project Fund Agreement for this project; and

**WHEREAS**, the City of Venice, Florida has agreed to accept future maintenance and other attendant costs occurring after completion of the project.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA**, as follows:

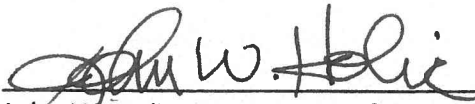
**SECTION 1.** The Mayor of the City of Venice is hereby authorized and directed to execute and deliver to the State of Florida Department of Transportation an Economic Development Transportation Project Fund Agreement (Off-System Specific Appropriations) for the aforementioned project and execute any associated amendments.

**SECTION 2.** The City of Venice hereby agrees to accept future maintenance and other attendant costs occurring after completion of the project.

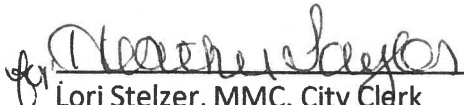
**SECTION 3.** Upon approval and adoption, the City Clerk is directed to provide two original or certified copies of this Resolution to the State of Florida Department of Transportation, Bartow, Florida.

**SECTION 4.** This resolution shall take effect immediately upon its approval and adoption as required by law.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, AT A MEETING HELD ON THE 25TH DAY OF APRIL 2017.**

  
John W. Holic, Mayor, City of Venice

ATTEST:

  
Lori Stelzer, MMC, City Clerk

I, Lori Stelzer, MMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of a Resolution duly adopted by the City Council of the City of Venice, Florida, at a meeting thereof duly convened and held on the 25th day of April 2017, a quorum being present.

WITNESS my hand and official seal of said City this 25th day of April 2017.

  
Lori Stelzer, MMC, City Clerk

(S E A L)

Approved as to form:

  
David Persson, City Attorney

## EXHIBIT "D"

### NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

#### NOTICE OF COMPLETION

ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and the CITY OF VENICE

PROJECT DESCRIPTION: CITY OF VENICE ROAD IMPROVEMENTS

FINANCIAL MANAGEMENT ID#: 439455-1-54-01

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

---

#### ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT “E”**

**STATE FINANCIAL ASSISTANCE  
(FLORIDA SINGLE AUDIT ACT)**

**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:** ECONOMIC DEVELOPMENT TRANSPORTATION PROJECTS – ROAD FUND  
**CSFA Number:** 55.032  
**\*Award Amount:** \$1,300,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.032 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 55.032 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>

## **ATTACHMENT C**

### **APPENDIX A AND E**

## APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit*



*Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**EXHIBIT D**

**CONSULTANT'S PROPOSAL**

---

**CITY OF VENICE PROCUREMENT- FINANCE  
DEPARTMENT**

**401 W. VENICE AVE. - ROOM # 204  
VENICE, FL. 34285  
(941) 486-2626  
FAX (941) 486-2790**

**ADDENDUM NO. 1**

**Date: February 22, 2018**

**To: All Prospective Proposers**

**Re: RFQ 3080-18 CEI Services for Downtown Roadway Corridor Improvements**

---

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

---

The due date and time for the above reference Request for Qualifications has been extended while the City determines if the construction scope of services may have to be reduced and rebid due to budget constraints.

**The bid due date and time has been extended to March 29, 2018 at 2:00 PM.**

**The cut-off for questions has been extended to March 15, 2018 at 1:00 PM.**

Peter A. Boers  
Procurement Department

---

Acknowledgment is requested even if you have elected not to respond to this bid. A designated management representative of your firm can sign the receipt for this addendum. Please acknowledge receipt of this addendum immediately by fax to (941) 486-2790 or mail to the above noted address, if a fax is not possible.

Receipt Acknowledged:

---

Signature

---

Company

---

Date

# **CITY OF VENICE PROCUREMENT- FINANCE DEPARTMENT**

**401 W. VENICE AVE. - ROOM # 204  
VENICE, FL. 34285  
(941) 486-2626  
FAX (941) 486-2790**

## **ADDENDUM NO. 2**

**Date: February 28, 2018**

**To: All Prospective Proposers**

**Re: RFQ 3080-18 CEI Services for Downtown Roadway Corridor Improvements**

---

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

---

The due date and time for the above reference Request for Qualifications has been extended while the City determines if the construction scope of services may have to be reduced and rebid due to budget constraints.

### **Revisions:**

**The bid due date and time has been extended to March 29, 2018 at 2:00 PM.**

**The cut-off for questions has been extended to March 15, 2018 at 1:00 PM.**

### **Questions:**

1. **Question:** On page 2 of the RFQ, the City states that "firms must be licensed to work in the City of Venice and State of Florida." Does a Florida State Certification and a Sarasota County business license suffice this requirement?

**Response:** Yes. There is not a City of Venice Building Department registration required for Consulting Engineers. If Consultant has a physical office located within City limits, they will need to file for a local business tax receipt through the Planning & Zoning Department at Venice City Hall.

2. **Question:** On page 2 of the RFQ, the City states that "firms must be FDOT pre-qualified in Roadway Construction Engineering Inspection, Construction Materials Inspection, Contract and Grant Administration and Construction Management." FDOT does not appear to have a qualification for Contract and Grant Administration and Construction Management. Will a pre-qualification in Engineering Contract Administration and Management suffice?

**Response:** Please revise page 2 of the RFQ to reflect, "firms must be FDOT pre-qualified in the Type of Work 10.1: Roadway CEI, Type of Work 10.3: Construction Materials Inspection and Type of Work 10.4: Minor Bridge and Miscellaneous Structures CEI. Consultant must also show

experience with grant and contract administration for Local Agency Program funded projects and federal grant funding criteria.”

3. **Question:** The LAP specifications require testing to be completed by the “Engineer,” which indicates Owner and/or CEI. Article 13 of Division 00700 (General Conditions) of the Contractor Bid Documents shown below is consistent with this direction.

### *13.03 Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

However, section 105 of the FDOT specifications indicates the Contractor needs to provide a QC plan. Are we to assume the Contractor will provide a QC Plan for the production of materials and the CEI will provide all testing of materials? Therefore, we assume the Contractor will not provide QC testing and there will only be verification testing per the frequencies indicated in the LAP specifications. Is this correct?

**Response:** The contractor will be required to submit their QC Plan to FDOT for approval prior to starting construction. The CEI will provide within their contract the funding for all testing including QC testing and Verification Testing whether completed in-house or subcontracted. This method allows independent testing lab funding. The contractor is required to notify the CEI firm to schedule all QC and Verification testing required in accordance with the QC Plan approved by FDOT and the construction bid specifications.

4. **Question:** Will the City agree that where this Agreement is for professional services, the Uniform Commercial Code Florida Statutes 672 which governs the sale of goods and commodities, is inapplicable?

**Response:** The City agrees that Chapter 672, Florida Statutes, is not applicable to the professional services that are the subject of this RFQ.

5. **Question:** Will the City agree that to satisfy the worker’s compensation and employer’s liability insurance requirements, where Consultant cannot have another entity’s employees named on these coverage, that flowing down the worker’s compensation and employers liability requirements to any sub-consultant satisfies this requirement?

**Response:** Any contract between the City and a GC (in this case “consultant”) should specifically place the responsibility of confirming a subcontractor’s WC solely on the GC. The GC is statutorily assigned the responsibility of providing WC to an uninsured sub which is why it is important that the GC verify that the sub has WC coverage. As a side note, the GC should agree to indemnify and hold the City harmless in case of injury to any direct employee or a sub. A waiver of subrogation in favor of the City is also recommended under both the consultant and their subcontractors’ WC policies.

6. **Question:** Will the City accept claims made professional liability insurance?

**Response:** Claims made on the PL should be acceptable as long as the retroactive date is prior to or equal to the effective date of the contract. Also, we suggest in the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, consultant should be required to purchase an extended reporting period endorsement (ie “tail” coverage) of not less than 3 years.

7. **Questions:**

a. We request clarification: The project description makes mention of the requirement that *“Firms must be FDOT pre-qualified in Roadway Construction Engineering Inspection, Construction Materials Inspection, **Contract and Grant Administration and Construction Management** for the Downtown Roadway Corridor Improvement Project, referenced herein, no later than the Bid Due Date.”* The FDOT qualification for Group 10; CEI (F.A.C. Rule 14-75.003 Minimum Technical Qualification Standards by Type of Work) does not include sub-categories for contract and grant administration and construction management. The relevant FDOT Group 10: CEI subcategories are as follows:

- i. Type of Work 10.1: Roadway CEI.
- ii. Type of Work 10.3: Construction Materials Inspection.
- iii. Type of Work 10.4: Minor Bridge and Miscellaneous Structures CEI.

**Response (a):** Please revise page 2 of the RFQ to reflect, “firms must be FDOT pre-qualified in the Type of Work 10.1: Roadway CEI, Type of Work 10.3: Construction Materials Inspection and Type of Work 10.4: Minor Bridge and Miscellaneous Structures CEI. Consultant must also show experience with grant and contract administration for Local Agency Program funded projects and federal grant funding criteria.”

b. We request clarification: This solicitation is for CEI services and the following statement appears to pertain to Design-Build projects; *“In addition, **Proposals must provide sufficient information to verify that the minimum design specifications have been met and the required scope of work will be completed within the required project timelines with qualified staff.**”*

**Response (b):** Please revise the statement above as follows, “In addition, proposal must provide sufficient information to verify that qualified staff is available to conduct CEI services necessary to verify that the construction specifications have been met consistent with the construction accelerated schedule.”

8. **Questions from Section 2:**

a. Will the CEI Consultant be responsible to provide a PIO office to address such items as #8 under the Pre-Construction Services(see below):

- i. *Consultant shall develop a Communication Plan that includes a 24 hour call and e-mail notification system to address resident and business concerns. The consultant shall conduct door to door notification to businesses that will be directly impacted on a routine basis and provide weekly updates of proposed activities to the City Engineer, City PIO and Venice Main Street. Routine updates of work and any lane closures or detours shall be notified to the appropriate City staff and emergency responders.*

**Response (a):** The PIO office address may use City Hall address for written correspondence. There is no requirement that a separate PIO office be established.

- b. Will the CEI Consultant be responsible to provide surveying and geotechnical verification consultants, asphalt plant inspection verification and material testing laboratory services?  
**Response (b):** The CEI consultant should have qualified staff that can review testing and survey data including the as-builts to verify that construction was in accordance with the construction plans, asphalt plant inspection verification and material testing in-house or through a subcontract agreement.

9. Questions from Section 4:

- a. Will the shortlisted firms be participating in presentations or interviews?  
i. It states that the City “*may* hear presentations by firms on the shortlist.” On the same page- Step 3 states “The City will shortlist proposals shall interview no less than three (3) shortlisted proposals before ranking the proposers.” Please clarify if the City intends on conducting shortlist presentations for this solicitation.

**Response (a):** The City reserves the right to hear presentations from the shortlisted firms after completing shortlisting the proposal.

- b. Is the City encouraging firms to exclusively cover CEI services in-house rather than with teaming arrangements with sub-consultants?

- i. This Section references the ability for firms to cover services in-house in lieu of a teaming arrangement; “*Firms that do not adequately anticipate nor cover in-house all of the services required (such as resident compliance specialist, FDOT certified technicians, etc.) will receive less points than firms whose response properly identifies all the professional and construction inspection staff including resident compliance required to provide the scope of services.*”.
- ii. This verbiage seems geared towards the design services and not consistent with CEI solicitations. Based on the aggressive schedule (24/7) and scope associated with this project, teaming arrangements will provide the City with cost effective manpower solutions and a stronger pool of CEI staffing resources.

**Response (b):** Please delete “in-house” from the statement above. Teaming will not be considered as a lower point value.

- c. We request clarification on the Completeness of RFQ Submittal: This section states, “RFQ packages must include adequate proof of insurance coverage for all team members firms and proof of professional registrations required to perform design and permitting activities required by the work...” The verbiage appears to be for a design procurement and not typical of a CEI solicitation.

**Response (c):** Please delete “design and permitting activities” and replace with “CEI services”.

10. **Question: Appendix - Project Team Form:**

- a. The provided table references various classifications and roles that are not typically used for CEI teams. Understanding that CEI Team is composed on a mix of technical and professionals that are assigned to specific projects regardless of the location of their residence, our recommendation is for the table to reflect years of experience in the following typical CEI roles:

- i. Senior Project Engineer
- ii. Project Administrator
- iii. Assistant Project Administrator
- iv. Resident Compliance Specialist
- v. Contract Support Specialist
- vi. Senior Roadway Inspectors
- vii. Roadway Inspectors
- viii. Asphalt Plant Inspector
- ix. Senior Electrical Inspector
- x. Public Information Officer
- xi. Surveyor
- xii. Geotechnical Engineer

**Response:** Revised Project Team Worksheet has been provided with the titles left blank attached to this addendum.

11. **Question:** Based on the aggressive scope of this project (business impacts, 24/7, urban, etc.), what is the CEI budget for this project?

**Response:** The anticipated budget for CEI was somewhere between \$400,000 and \$450,000, however the scope of the project is currently under review to alleviate some of those challenges. It is hard to provide a specific budget for CEI until a final work scope is developed.

Peter A. Boers  
Procurement Department

---

Acknowledgment is requested even if you have elected not to respond to this bid. A designated management representative of your firm can sign the receipt for this addendum. Please acknowledge receipt of this addendum immediately by fax to (941) 486-2790 or mail to the above noted address, if a fax is not possible.

Receipt Acknowledged:

---

Signature

---

Company

---

Date



**Addendum #2**

**PROJECT TEAM**

TEAM NAME: \_\_\_\_\_

FEDERAL ID No.: \_\_\_\_\_

| <b>Prime Role</b>          | <b>Name &amp; City of Residence<br/>of Individual Assigned to<br/>the Project</b> | <b>No. of<br/>Years<br/>Experience</b> | <b>Education,<br/>Degree(s)</b>                                      | <b>Florida Active<br/>Registration Nos.</b>               |
|----------------------------|---|--|--|---|
|                            |   |  |  |   |
|                            |   |  |  |   |
|                            |   |  |  |   |
|                            |   |  |  |   |
|                            |   |  |  |   |
|                            |   |  |  |   |
| <b>Sub-consultant Role</b> | <b>Company Name and<br/>Address of Office<br/>Handling this Project</b>           |  | <b>Projected % of<br/>Overall Work<br/>on the Entire<br/>Project</b> | <b>Name of<br/>Individual<br/>Assigned to<br/>Project</b> |
|                            |   |  |  |   |
|                            |   |  |  |   |
|                            |   |  |  |   |
|                            |   |  |  |   |
|                            |   |  |  |   |
|                            |   |  |  |   |
|                            |   |  |  |   |
|                            |   |  |  |   |
|                            |   |  |  |   |
|                            |   |  |  |   |

**CITY OF VENICE PROCUREMENT- FINANCE  
DEPARTMENT**

**401 W. VENICE AVE. - ROOM # 204  
VENICE, FL. 34285  
(941) 486-2626  
FAX (941) 486-2790**

**ADDENDUM NO. 3**

**Date: March 23, 2018**

**To: All Prospective Proposers**

**Re: RFQ 3080-18 CEI Services for Downtown Roadway Corridor Improvements**

---

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

---

The due date and time for the above reference Request for Qualifications has been extended to give Proposers time to review the plans and specifications of the re-bid. A revised bid package (ITB 3084-18) was issued on March 23, 2018 and is available via DemandStar.

**The bid due date and time has been extended to April 6, 2018 at 2:00 PM.**

**The cut-off for questions has been extended to March 30, 2018 at 1:00 PM.**

Peter A. Boers  
Procurement Department

---

Acknowledgment is requested even if you have elected not to respond to this bid. A designated management representative of your firm can sign the receipt for this addendum. Please acknowledge receipt of this addendum immediately by fax to (941) 486-2790 or mail to the above noted address, if a fax is not possible.

Receipt Acknowledged:

---

Signature

---

Company

---

Date