



# MEMORANDUM

## City of Venice

### Finance Department

TO: Edward Lavalley, City Manager

THROUGH: Linda Senne, Finance Director

FROM: Peter Boers, Procurement Manager

DATE: December 27, 2019

COUNCIL APPROVAL: Yes

MEETING DATE: January 14, 2020

STRATEGIC PLAN GOAL: Upgrade and Maintain City Infrastructure and Facilities

SUBJECT: Award of Contract for Construction Engineering and Inspection (CEI) Services for the Capri Isles Boulevard Bridge Replacement Project

Background: The Florida Department of Transportation (FDOT) determined the Capri Isles Bridge to be structurally deficient and required that weight limits be posted. Due to the critical nature of replacing the bridge, the City requested and obtained a legislative appropriation of \$1 million from FDOT to add to available Road Bond funds to complete design and construction of the bridge. Bridge construction projects are required to have FDOT Certified Bridge Contractor and CEI Inspections.

On December 10, 2019, the Venice City Council awarded Invitation to Bid (ITB) #3112-19 Capri Isles Boulevard Bridge Replacement to Zep Construction, Inc. in the amount of \$1,333,531.18. Their bid submittal was deemed complete and within the budgeted amount.

On October 19, 2019, the City issued Request for Qualifications for CEI Services for Capri Isles Boulevard Bridge Replacement. On the submission Deadline, November 15, 2019, the City received four (4) submittals from FDOT Certified Bridge Engineering/Inspection firms. A selection committee met on December 5, 2019 to review, discuss, and score the proposals. The submittals were scored and ranked as follows:

Rank	Proposer	Total of Rankings
1.	CDM Smith, Inc.	4
2.	American Consulting Engineers of Florida, LLC	6
3.	A2 Group Inc.	8
4.	KCCS Construction Services, Inc.	12

The top two (2) Proposers were invited in for presentations/interviews on December 16, 2019.

After the presentations, the proposers were ranked in the following order: 1) American Consulting Engineers of Florida, LLC, 2) CDM Smith, Inc.

Rank		Evaluator 1 Rank	Evaluator 2 Rank	Evaluator 3 Rank	Total of Rankings
1.	<b>American Consulting Engineers of Florida, LLC</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>3</b>
2.	CDM Smith, Inc.	2	2	2	6

Staff has negotiated a Contract with American Consulting Engineers of Florida, LLC, in the amount of \$299,108.72. Funding for this Contract will come from the Road Bond Fund approved in November 2016.

Requested Action: Award of Contract for Construction Engineering and Inspection (CEI) Services for the Capri Isles Boulevard Bridge Replacement Project to American Consulting Engineers of Florida, LLC, in the amount of \$299,108.72.

If for an agenda item, this document and any associated backup created by City of Venice staff has been reviewed for ADA compliance: Yes

City Attorney Review/Approved: Yes

Risk Management Review: Yes

Finance Department Review/Approved: Yes

Funds Availability (account number): Funds are available in FY20 in Account # 302-0960-541.63-00, CIP #GO17R4

**ORIGINAL(S) ATTACHED:** Response Sheet, Meeting Notice, First Evaluation Meeting Summary Score Sheet, Notice of Shortlist, Summary Ranking from Presentations/Interviews, Notice of Intent to Award, Agreement for Consultant Services

Cc: Kathleen Weeden, City Engineer

Jonathan Kramer, Assistant City Engineer



PROCUREMENT DEPARTMENT - CITY OF VENICE, FLORIDA  
 RESPONSE SHEET  
 RFQ 3113-19 CEI SERVICES FOR THE CAPRI ISLES  
 BOULEVARD BRIDGE REPLACEMENT  
 DUE: NOVEMBER 15, 2019 @ 2:00 PM

#	Firm Name	Address	Phone #	Contact
1	A2 Group, Inc.	18245 Paulson Drive, Suite 111 Port Charlotte, Florida 33954	941-206-2288 x1040	Alberto G. Ribas, P.E.
2	American Consulting Engineers of Florida, LLC	2818 Cypress Ridge Blvd. Suite 200 Wesley Chapel, FL 33544	813-435-2608	E. Gayle Grady, PE Jack Knowlton, PE
3	CDM Smith, Inc.	5965 Cattleman Lane Sarasota, FL 34232	941-366-8108	Amelia Davies Christopher S. Pecor, PE
4	KCCS, Inc.	10060 Amberwood Road, Suite 7 Fort Myers, FL 33913	239-278-5999	Paul Wingard, PE, LEED AP, CGC, SPE
5				

## **NOTICE OF MEETING**

Members of the City of Venice staff shall meet on Thursday, December 5, 2019 beginning at 1:00 p.m. in the Conference Room 106 of Venice City Hall, 401 West Venice Avenue, Venice, Florida 34285; to evaluate, discuss and score the submittals received by the city in response to the Request for Qualifications (RFQ) 3113-19 CEI Services for Capri Isles Boulevard Bridge Replacement.

The public is invited to attend this meeting and observe the City's staff member's work.

No stenographic record by a certified court reporter is made of this meeting nor will a verbatim record be prepared. Minutes will be written for the public record.

If you are disabled and need assistance, please contact the City Clerk's office at least 24 hours prior to the meeting.

Cc: bid file

**Request for Qualifications 3113-19  
Summary Score Sheet**

	<b>Evaluator 1 Score</b>	<b>Rank Evaluator 1</b>	<b>Evaluator 2 Score</b>	<b>Rank Evaluator 2</b>	<b>Evaluator 3 Score</b>	<b>Rank Evaluator 3</b>	<b>Total of Rankings Evaluator</b>	<b>Rank</b>
<b>A2 Group, Inc.</b>	65	3	76	3	95	2	8	3
<b>American Consulting Engineers of Florida, LLC</b>	95	1	90	2	85	3	6	2
<b>CDM Smith, Inc.</b>	87	2	98	1	100	1	4	1
<b>KCCS, Inc.</b>	52	4	43	4	65	4	12	4



**CITY OF VENICE**  
401 W. Venice Avenue Venice, FL. 34285  
**NOTICE OF ACTION**

**REQUEST FOR QUALIFICATIONS (RFQ) # 3113-19**

**RFQ TITLE:** CEI Services for the Capri Isles Boulevard Bridge Replacement

**SUBMITTAL DEADLINE:** November 15, 2019

**SUBJECT:** Notice of Shortlist

Based on Evaluation Committee's review of proposals on December 5, 2019. The City of Venice (City) has ranked proposers responding to the above referenced RFQ as follows:

Rank	Proposer	Total of Rankings
1	<b>CDM Smith, Inc.</b>	4
2	<b>American Consulting Engineers of Florida, LLC</b>	6
3	A2 Group Inc.	8
4	KCCS Construction Services, Inc.	12

The top two (2) ranked firms (**in bold font above**) will be invited for presentations and interviews as the next step in the process.

By:   
Peter A. Boers, Procurement Manager

Date: 12/07/2019

**Request for Qualifications 3113-19**  
**Summary Ranking from Presentations / Interviews**

	<b>Rank Evaluator 1</b>	<b>Rank Evaluator 2</b>	<b>Rank Evaluator 3</b>	<b>Total of Rankings Evaluator</b>	<b>Rank</b>
<b>American Consulting Engineers of Florida, LLC</b>	1	1	1	3	1
<b>CDM Smith, Inc.</b>	2	2	2	6	2



**CITY OF VENICE**  
401 W. Venice Avenue Venice, FL. 34285  
**NOTICE OF ACTION**

**REQUEST FOR QUALIFICATIONS (RFQ) # 3113-19**

**RFQ TITLE:** CEI Services for the Capri Isles Boulevard Bridge Replacement

**SUBMITTAL DEADLINE:** November 15, 2019

**SUBJECT:** Notice of Intent to Award

Based on Evaluation Committee's review of proposals on December 16, 2019. The City of Venice (City) has ranked proposers responding to the above referenced RFQ as follows:

Rank		Rank Evaluator 1	Rank Evaluator 2	Rank Evaluator 3	Total of Rankings Evaluator
1	<b>American Consulting Engineers of Florida, LLC</b>	1	1	1	3
2	CDM Smith, Inc.	2	2	2	6

It is the City's intent to initiate contract negotiations with the top ranked firm (**in bold font above**).

By:   
Peter A. Boers, Procurement Manager

Date: 12/16/2019



## **AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Venice, a Florida municipal corporation (“City”), and American Consulting Engineers of Florida, LLC, a Florida Corporation authorized to work in the State of Florida (“Consultant”).

### **WITNESSTH:**

Whereas the City desires Construction Engineering Inspection/Management (CEI) Services for the Capri Isles Boulevard Bridge Replacement and the Consultant is willing to perform those services as defined in Request for Qualifications (RFQ) 3113-19 Solicitation and Consultant submittal documents.

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

### **ARTICLE I**

#### **Description of Services**

The Consultant shall perform CEI Services for the construction of the Capri Isles Boulevard Bridge Replacement project in the City of Venice, Sarasota County (the “Services”). The project is for the replacement of the bridge on Capri Isles Boulevard over Curry Creek and includes milling and resurfacing of the approaches, additional bike lanes, upgrades to pedestrian facilities, and utility improvements. The bridge is approximately eighty-four (84) feet long and forty-four (44) feet wide.

#### **Pre-construction Requirements:**

1. Pre-construction Conference
2. Grant Compliance
3. Shop Drawings
4. Pre-Activity Meetings / Meeting Minutes

5. Design Review

6. Communication Plan

Requirements During Construction (as described in Exhibit C):

1. Serve as Recipient and Project Engineer
2. Maintain Project Diary
3. Conduct Progress Meeting
4. Monitor Grant Compliance
5. Material Approval
6. Document Delivery of Materials
7. Acceptance Testing
8. Acceptance Testing of Structural Products
9. Independent Assurance Testing
10. Document Progress Payments
11. Affidavits
12. Document Changes and Extra Work
13. Semifinal Inspection
14. Final Inspection/ Final Acceptance

Post-Construction Requirements:

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

## ARTICLE II

### Consultant's Scope of Services

The Consultant shall perform the Services 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 C.

## ARTICLE III

### 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 IV

### 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 **Two Hundred Ninety-Nine Thousand, One Hundred Eight Dollars and 72/100's (\$299,108.72)** 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 V**

### **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 VI**

### **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 VII**

### **Indemnity**

To the fullest extent permitted by law, the Consultant expressly agrees to 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 Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement.

## **ARTICLE VII**

### **Prohibition Against Contingent Fees**

The Consultant warrants that it 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 it 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 IX**

### **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 X**

### **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.

## **ARTICLE XI**

### **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](mailto:LSTELZER@VENICEGOV.COM).**

## **ARTICLE XII**

### **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.

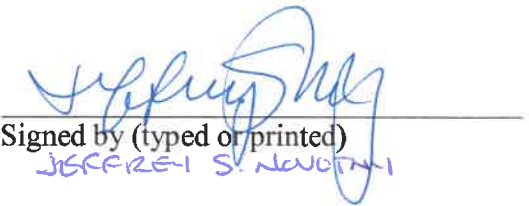
ATTEST:

CONSULTANT



BY: AMERICAN CONSULTING  
ENGINEERS OF FLORIDA, LLC

Joel C. McGee  
Signed by (typed or printed)



Signed by (typed or printed)  
JEFFREY S. NEWBERRY

(SEAL)

CITY OF VENICE  
IN SARASOTA COUNTY, FLORIDA

ATTEST:

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

BY: \_\_\_\_\_  
RON FEINSOD, MAYOR

Approved as to Form and Correctness

\_\_\_\_\_  
Kelly M. Fernandez, City Attorney



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

## Capri Isles Boulevard Bridge Replacement Consultant CEI Estimated Staffing

Item No.	Personnel Classifications	Pre	Construction 210 Days								Final	Man Months	Man Hours	LOADED RATE	TOTAL \$
		1	2	3	4	5	6	7	8	9					
1	CEI Sr. Project Engineer	0.20	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.20	1.45	239.25	205.53	\$	49,173.05
2	CEI Project Administrator	0.25	0.50	0.35	0.35	0.35	0.35	0.35	0.40	0.25	3.15	519.75	155.83	\$	80,992.64
3	Admin / Compliance Specialist	0.25	0.25	0.20	0.20	0.20	0.20	0.20	0.20	0.25	1.95	321.75	81.49	\$	26,219.41
4	CEI Sr. Inspector		1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.25	7.25	1,196.25	106.77	\$	127,723.61
	Universal costs & Expenses													\$	15,000.00
	<b>TOTAL</b>	<b>0.70</b>	<b>1.90</b>	<b>1.70</b>	<b>1.70</b>	<b>1.70</b>	<b>1.70</b>	<b>1.70</b>	<b>1.75</b>	<b>0.95</b>	<b>13.80</b>	<b>2,277.00</b>		<b>\$</b>	<b>299,108.72</b>

**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, 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.

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 applicable to 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**

### **Consultant's Proposal**

## **SCOPE OF WORK:**

### **Preconstruction Requirements:**

1. Preconstruction Conference - After the contract is awarded the Consultant serving as the Recipient Project Engineer shall schedule and coordinate a conference with the contractor. He shall notify the City of Venice, District 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. Grant Compliance - Fully evaluate all grant requirements to verify that all compliance requirements are met including performing E-Verify verification for every contractor and subcontractor working on the project. Through the course of the project, all items that are required to be maintained for future compliance verification or audit shall be provided to the City Engineer.
3. Shop Drawings - 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. Pre-Activity Meetings -It may be desirable to hold separate conferences for some specialized items of construction including contract, EEO and grant compliance verification.
5. Meeting Minutes - Minutes of the meeting shall be made and copies transmitted to the District Programs Administrator and each agency, organization, and firm that has involvement or interest in the project.
6. Design Review - The Consultant serving as Recipient and Project Engineer shall review construction plans and permits.
7. Communication Plan - 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 and City PIO. 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. Serve as Recipient and Project Engineer - Consultant serving as the Recipient and Project Engineer 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 Recipient and Project Engineer 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 may have portions that will operate on weekends and/or at night that will need to be closely coordinated with the Contractor and City.
2. Maintain Project Diary - The Consultant serving as Recipient and Project Engineer 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 Recipient and Project Engineer 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. Minutes of the meetings shall be transmitted to the City, Contractor and any other interested parties.
4. Monitor Grant Compliance – The Consultant serving as Recipient and Project Engineer shall verify that all grant conditions are complied with including any EEO or DBE required for Stated Funded Projects. E-Verify must be completed for each contractor and subcontractor by Consultant prior to that entity performing work on the project.
5. Material Approval- The source for each type of material must be approved by the Consultant serving as Recipient and Project Engineer 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. Any shop drawings approved prior to execution of the CEI contract will be provided for inclusion in the overall project records documentation.

6. Document Delivery of Materials - Consultant serving as acting as Recipient and Project Engineer 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.

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

8. 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, and lighting 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 Recipient and Project Engineer staff (CEI included) or a private testing facility employed by the agency.

9. Independent Assurance Testing - The Consultant serving as Recipient and Project Engineer 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 Recipient and Project Engineer. 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.

10. Document Progress Payments - The Consultant serving as Recipient and 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 ITB #3112-19 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.

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

12. Document Changes and Extra Work - Whenever a change in the contract is required, the Consultant serving as Recipient and Project Engineer 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.

13. Semifinal Inspection - The Consultant serving as Recipient and 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.

14. 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 Recipient and Project Engineer shall conduct the final inspection. When, upon completion of the final construction inspection, the work is found to be completed satisfactorily, the Recipient and Project Engineer shall give the Contractor written notice of final acceptance. The Consultant serving as Recipient and Project Engineer should complete the form, Engineer's Certification of Compliance, (FDOT Form No. 525-010-60) for the City to send this form to the District Program Administrator. When the Consultant serving as Recipient and Project Engineer submits its final invoice to FDOT, it should indicate that the project is complete.

#### **Post Construction Requirements:**

1. Final Estimate - The Consultant serving as Recipient and 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 Recipient and Project Engineer must document the work performed on the contract. Documentation consists of field books, inspector's record of field tests, the 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 Program Administrator before the construction final invoice on the State-Funded Grant Agreement will be paid.

## **ATTACHMENT A**

### **State of Florida Department of Transportation State-Funded Grant Agreement**



***Florida Department of Transportation***

RON DESANTIS  
GOVERNOR

801 N. Broadway Avenue  
Bartow, FL 33830

KEVIN J. THIBAUT  
SECRETARY

April 24, 2019

Kathleen Weeden  
City Engineer  
City of Venice  
401 W. Venice Ave  
Venice, FL 34285

**RE: AGREEMENT NOTIFICATION**

FM#:	443413-1-54-01
Agency:	City of Venice
Contract No.:	G1671
Description:	City of Venice Road Improvements

Dear Ms. Weeden:

Attached is the executed JPA Agreement for the above referenced project. The **Notice to Proceed (NTP)** for the Construction phase will be issued after the bid documents have been reviewed and approved by the Department.

The **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 email at [jobin.abraham@dot.state.fl.us](mailto:jobin.abraham@dot.state.fl.us)

Sincerely,

Jobin Abraham  
Local Program Coordinator  
FDOT, District One

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FPN: <u>443413-1-54-01</u>	Fund: <u>EM19</u> Org Code: <u>55014010106</u>	FLAIR Category: <u>88862</u> FLAIR Obj: <u>780000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>17</u>	Contract No: <u>61671</u>	Vendor No: <u>F596000443004</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on APRIL 1<sup>st</sup> 2017,  
(This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and City of Venice, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
  - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - ☒ Chapter 2018-9 Laws of Florida , Specific Appropriation 1906A , (CSFA 55.039)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in City of Venice Road Improvements, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; 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 the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31<sup>st</sup>, 2021. If the Recipient 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 Recipient 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 Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient 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 Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$1,000,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,000,000.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
  - b. The Recipient 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"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
  - c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
  - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
  - e. Travel expenses are not compensable under this Agreement.
  - f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred 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 deliverables and costs incurred are received, inspected, and approved.



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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 Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. 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 Recipient 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.
- j. The Recipient 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.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. 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."

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- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient 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.

**8. General Requirements:**

The Recipient 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.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. 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.
- c. The Recipient 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.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

**9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may 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 hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. 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 Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on

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Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient 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 Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department 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 and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. 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 Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient'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

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the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), 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 Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient 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 "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department 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 Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient 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 Recipient's audit period for each applicable audit year. In the event the Recipient 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. 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)

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- 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 Recipient, 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 Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient'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 Recipient 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 Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient'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.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, 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.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. 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.
- b. 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.
- c. 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 Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

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**f. The Recipient shall:**

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. 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.
- g. The Recipient 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.

**14. Indemnification and Insurance:**

- a. 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 Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department's 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 Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's 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 or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

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

- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
  - c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the



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standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient 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 Recipient 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.
- b. 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.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.



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- d. By execution of the Agreement, the Recipient 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.
- e. Nothing in the Agreement shall require the Recipient 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 Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. 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.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees 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
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. Exhibits A, B, D, and E, and Attachment F are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. ☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: \_\_\_\_\_
- e. **Exhibit and Attachment List**
  - Exhibit A: Project Description and Responsibilities
  - Exhibit B: Schedule of Financial Assistance
  - \*Exhibit C: Engineer's Certification of Compliance
  - Exhibit D: State Financial Assistance (Florida Single Audit Act)
  - Exhibit E: Recipient Resolution
  - \*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
  - \*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

\*Additional Exhibit(s): \_\_\_\_\_

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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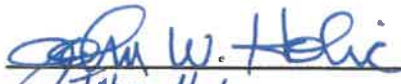
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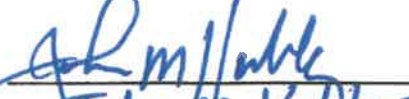
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF VENICE

By:   
Name: John Holie  
Title: City Mayor or designee

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By:   
Name: John M. Kubler  
Title: Director of Transportation Development

Legal Review:

By:   
Name: A. DeMering

*912 12/14/11*  
*3/28/19*

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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 443413-1-54-01

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

The 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:** Capri Isles bridge and approaches

**PROJECT DESCRIPTION:** The general objective is for the City of Venice to provide contract administration, management services, construction engineering and inspection services and quality acceptance reviews of all work associated with the construction of the associated improvements. The services performed shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

The intent of this project is to repair and rehabilitate, up to and including replacement of the structurally deficient bridge on Capri Isles Boulevard over Curry Creek (#476001), includes milling and resurfacing of approaches and additional bike lanes and sharrows striping and upgrades to pedestrian facilities. All improvements are required to be in compliance with the Americans with Disabilities Act (ADA).

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

1. Rehabilitate the structurally deficient bridge on Capri Isles Blvd over Curry Creek.
2. Milling and resurfacing of existing asphalt and drainage improvements, as appropriate.
3. Provide signing and pavement markings to meet the latest MUTCD standards.
4. Maintain existing traffic during the entire construction period
5. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering to document construction as per specifications.
6. Construct or reconstruct, as appropriate, sideroad and driveway turnouts.
7. 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.
8. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.
9. 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.
10. 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

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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

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.

11. 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.

12. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.

13. Structure should not be open to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

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

- a) Design to be completed by June 30, 2019
- b) Right-of-Way to be certified by June 30, 2019
- c) Construction contract to be let by December 31, 2019
- d) Construction to be completed by December 31, 2021

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:**

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**SCHEDULE OF FINANCIAL ASSISTANCE**

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<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> <u>401 W. Venice Avenue</u> <u>Venice, Florida 34285</u>	<b>FINANCIAL PROJECT NUMBER:</b> <u>443413-1-54-01</u>
---	---

I. PHASE OF WORK by Fiscal Year:	FY 18/19	FY	FY	TOTAL
<b>Design- Phase 34</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>Right of Way- Phase 44</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>Construction/CEI - Phase 54</b>	\$ 1,000,000.00	\$ 0.00	\$ 0.00	\$1,000,000.00
Maximum Department Participation - ( <u>EM19 - Specific Legislative Appropriation 1906A</u> )	% or \$ 1,000,000.00	% or \$	% or \$	% or \$ 1,000,000.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT "B"**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

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Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>II. TOTAL PROJECT COST:</b>	<b>\$1,000,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,000,000.00</b>

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Jobin Abraham  
District Grant Manager Name

Signature  Date 8/21/2011

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**EXHIBIT "C"**

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

STATE-FUNDED GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and CITY OF VENICE

PROJECT DESCRIPTION: CITY OF VENICE ROAD IMPROVEMENTS

FPID#: 443413-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant 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 State-Funded Grant 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 Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

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

SEAL:

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

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



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**EXHIBIT D**

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

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

**Awarding Agency:** Florida Department of Transportation

**State Project Title and CSFA Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Local Transportation Projects (Ch. 2018-9 LOF), Specific Appropriation, (CSFA 55.039)

**\*Award Amount:** \$1,000,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 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 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  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
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**EXHIBIT "E"**

**RECIPIENT RESOLUTION**

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

Prepared by: Engineering

**RESOLUTION NO. 2019-07**

**A RESOLUTION OF THE CITY OF VENICE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE STATE-FUNDED GRANT AGREEMENT (OFF-SYSTEM SPECIFIC APPROPRIATION) 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 443413-1-54-01; 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 a State-Funded Grant Agreement for this project; and

**WHEREAS**, the City of Venice, Florida has agreed to accept future maintenance and other attendance 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 above Whereas clauses are ratified and confirmed as true and correct.

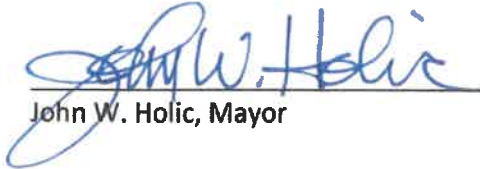
**SECTION 2.** The Mayor of the City of Venice is hereby authorized and directed to execute and deliver to the State of Florida Department of Transportation a State-Funded Grant Agreement (Off-System Specific Appropriations) for the aforementioned project.

**SECTION 3.** The City of Venice hereby agrees to accept future maintenance and other attendance costs occurring after completion of the project.

**SECTION 4.** Upon approval and adoption, the City Clerk is directed to provide two original copies of this Resolution to the State of Florida Department of Transportation, Bartow, Florida.

**SECTION 5.** This resolution shall take effect immediately upon its approval and adoption as required by law.

**APPROVED AND ADOPTED AT A REGULAR MEETING OF THE VENICE CITY COUNCIL HELD ON THE 22ND DAY OF JANUARY 2019.**

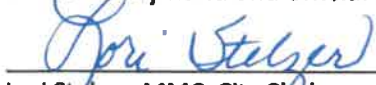
  
John W. Holic, Mayor

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 22nd day of January 2019, a quorum being present.

WITNESS my hand and official seal of said City this 22nd day of January 2019.

  
Lori Stelzer, MMC, City Clerk

(S E A L)

Approved as to form:

  
Kelly Fernandez, City Attorney

## **ATTACHMENT F**

### **CONTRACT PAYMENT REQUIREMENTS**

#### **Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).