

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
(County Letting)

525-010-51
POLICY PLANNING
OGC – 11/12
Page 1 of 1

Financial Project No.: 432522-1-58-01 _____
Catalog of State Financial Assistance No. 55.008
COUNTY: Manatee _____
CONTRACT No.: _____

This County Incentive Grant Program (CIGP) Agreement, hereinafter referred to as the "AGREEMENT", by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and MANATEE COUNTY, hereinafter referred to as the "COUNTY."

RECITALS

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this AGREEMENT; and

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Project No. 432522-1-58-01 for 44th Avenue East from 1st Street East to 15th Street East, hereinafter referred to as the "PROJECT," in accordance with Section 339.2817, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. _____ dated the _____ day of _____, 2013, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement;

WHEREAS, the recitals set forth above are true and correct and are deemed to be restated herein.

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

1. SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of: 44th Avenue East from 1st Street East to 15th Street East, as further described in Exhibit A (Scope of Services) attached hereto and made a part hereof.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing (Exhibit E, Notice of Completion).

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. COUNTY shall provide the DEPARTMENT with quarterly progress reports.

D. For projects located on the State Highway System, the DEPARTMENT must approve any consultant and/or contractor scope of services including PROJECT budget. COUNTY shall obtain DEPARTMENT approval of plans and specifications prior to bidding the PROJECT.

E. For projects located on the State Highway System, the COUNTY must apply for and be granted a permit, from the DEPARTMENT, before the COUNTY can proceed with construction.

F. For projects located on the State Highway System, the PROJECT will be designed and constructed in accordance with all current DEPARTMENT specifications and standards. The construction engineering and inspection (CEI) services will be provided (when required by specifications) by personnel meeting the requirements of the DEPARTMENT’S Construction Training and Qualification Program. The COUNTY may chose to satisfy this requirement by either hiring a DEPARTMENT prequalified consultant firm or utilizing COUNTY staff that meet these requirements, or a combination thereof. The CEI staff shall also include one individual that has completed the Advanced Maintenance of Traffic Advanced Level Training. The CEI staff shall be present on the PROJECT at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer.

G. The COUNTY must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the current Standard Specifications for Road and Bridge Construction.

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

I. The COUNTY shall not sublet, assign, or transfer any work under this AGREEMENT without prior written consent of the DEPARTMENT.

J. All notices under this AGREEMENT shall be directed to the following addresses:

TO DEPARTMENT:

TO COUNTY:

Rick Arico, PE	Walter Sowa, Project Manager
Project Manager	Manatee County Public Works
10041 Daniels Parkway	1022 26th Avenue East
Fort Myers, Florida 33913	Bradenton, Fl. 34208

2. TERM

A. The term of this AGREEMENT shall begin upon the date of signature of the last party to sign. The COUNTY agrees to complete the PROJECT in accordance with the schedule described and contained in Exhibit B (Schedule of Services) attached hereto and made a part hereof. If the COUNTY does not complete or maintain the project in accordance with the schedule, the DEPARTMENT may terminate this AGREEMENT unless an adjustment to the schedule is requested by the COUNTY and granted in writing by the DEPARTMENT.

B. This AGREEMENT shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this AGREEMENT.

3. COMPENSATION AND PAYMENT

A. The COUNTY and the DEPARTMENT agree to share the cost of this PROJECT pursuant to 339.2817, F. S. The parties agree that the estimated total PROJECT costs are Five million seven hundred twenty thousand seven hundred twenty-six dollars (\$5,720,726). The parties further agree that the DEPARTMENT’s maximum participation is One million five hundred thirty thousand one hundred fifty dollars (\$1,530,150) and all remaining costs of the PROJECT will be borne by the COUNTY. These amounts are outlined in Exhibit C (Schedule of Funding) attached hereto and made a part hereof.

i) The COUNTY shall submit one invoice (4 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing:

_____ - monthly, or

- quarterly, or
 - once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

- ii) Any provisions for an advance payment are provided in Exhibit D attached hereto and made a part hereof.
- iii) In the event the COUNTY proceeds with the design, construction, and construction engineering inspection services (CEI) of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).
- iv) Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A", Scope of Services and Project Plans when approved by the DEPARTMENT. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to reimbursements.
- v) Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum level of service to be performed as specified in Section 1. F. was met, and that the criteria for evaluating successful completion as specified in Section 1. B. was met.
- vi) The COUNTY may receive progress payments for deliverables based on the contractor's Schedule of Values (**Schedule of Values would only apply to a construction project**) and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.
- vii) All costs charged to the Project by the COUNTY shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044 (29), Florida Statutes.
- C. Within thirty (30) days after completion of the work authorized by this AGREEMENT, the COUNTY shall notify the DEPARTMENT in writing of the completion; 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, (Exhibit E, Notice of Completion). The certification shall state that work has been completed in compliance with the PROJECT construction plans and specifications. If any deviations are noted 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.
- D. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has twenty (20) days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receipt of the invoice and receipt, inspection, and approval of the goods or services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- E. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- F. The DEPARTMENT's obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature.
- G. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

H. Travel costs will not be reimbursed.

I. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

J. Records of costs incurred under terms of this AGREEMENT shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this AGREEMENT and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

K. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

L. It is unlawful for the Board of County Commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in 129.06 Florida Statutes, and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the Board of County Commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for, Section 129.07 Florida Statutes.

M. 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, consultant or subconsultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4. INDEMNITY AND INSURANCE

A. When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this AGREEMENT, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

B. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this AGREEMENT:

"Each contractor/subcontractor, consultant/subconsultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any intentional act and /or negligent act or occurrence of omission or commission of the contractor/subcontractor, consultant/subconsultant, its officers, agents, or employees. Neither the contractor/subcontractor, consultant/subconsultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees."

C. **LIABILITY INSURANCE.** In accordance with 768.28 (5) Florida Statutes, the COUNTY shall carry or cause its contractor/subcontractor, consultant/subconsultant, to carry and keep in force during the period of this AGREEMENT a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$200,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this AGREEMENT and obtain an endorsement to such policy naming the DEPARTMENT as an additional insured. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits.

D. **WORKERS' COMPENSATION.** The COUNTY shall also carry or cause its contractor/subcontractor, consultant/subconsultant to carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this AGREEMENT. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this AGREEMENT.

C. No funds received pursuant to this AGREEMENT may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this AGREEMENT for purposes other than those set out in Section 337.274, Florida Statutes.

6. AUDIT

A. The administration of resources awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT, as described in this section.

B. MONITORING

i) In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this AGREEMENT, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

C. FEDERAL AUDITS

i) Recipients of federal funds (i.e. state, COUNTY, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

ii) In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit F to this AGREEMENT indicates Federal resources awarded through the DEPARTMENT by this AGREEMENT, if applicable. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised.

An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

iii) In connection with the audit requirements addressed in Subparagraph i), the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

iv) If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

v) Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

D. STATE AUDITS

i) Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

ii) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit F to this agreement indicates state financial assistance awarded through the DEPARTMENT by this AGREEMENT, if applicable. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other 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.

iii) In connection with the audit requirements addressed in sub-paragraph i) the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iv) If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

v) State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

E. OTHER AUDIT REQUIREMENTS

i) The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

ii) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Comptroller, and the Auditor General. This section does 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 other state official.

F. REPORT SUBMISSION

i) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Paragraph C (FEDERAL AUDITS) of this AGREEMENT shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

a) The DEPARTMENT at each of the following addresses:

Karen Miracola
10041 Daniels Parkway
Fort Myers, Florida 33913

b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

c) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

ii) In the event that a copy of the reporting package for an audit required by Paragraph C (FEDERAL AUDITS) of this AGREEMENT and conducted in accordance with OMB Circular A-133, as revised, is **not** required to be submitted to the DEPARTMENT for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

a) In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at the following address:

Karen Miracola
10041 Daniels Parkway
Fort Myers, Florida 33913

iii) Copies of financial reporting packages required by Paragraph D (STATE AUDITS) of this AGREEMENT shall be submitted by or on behalf of the recipient directly to the following:

a) The DEPARTMENT at each of the following addresses:

Karen Miracola
10041 Daniels Parkway
Fort Myers, Florida 33913

b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

iv) Copies of reports or the management letter required by Paragraph E (OTHER AUDIT

REQUIREMENTS) of this AGREEMENT shall be submitted by or on behalf of the recipient directly to the DEPARTMENT at the following address:

a) The DEPARTMENT at each of the following addresses:

Karen Miracola
10041 Daniels Parkway
Fort Myers, Florida 33913

v) Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with OMB Circular A-133, 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) Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

G. RECORD RETENTION

i) The recipient shall retain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the DEPARTMENT, or its designee, the state CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

7. TERMINATION AND DEFAULT

A. This AGREEMENT may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the AGREEMENT, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the AGREEMENT will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the AGREEMENT for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the AGREEMENT is to be terminated.

D. If the AGREEMENT is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY 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 COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this AGREEMENT shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this AGREEMENT shall remain in full force and effect provided that the part of this AGREEMENT thus invalidated or declared unenforceable is not material to the intended operation of this AGREEMENT.

F. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this AGREEMENT shall be in Leon County, Florida.

G. This AGREEMENT shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 7.

H. An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the COUNTY has caused this AGREEMENT to be executed in its behalf this _____ day of _____, 2013, by the Chairman of the Board of Commissioners or Designee, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of _____, 2013, and the DEPARTMENT has executed this AGREEMENT through its District Secretary or Designee for District One, Florida Department of Transportation, this _____ day of _____, 2013.

MANATEE COUNTY, FLORIDA

**MANATEE COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

By: _____
Chairperson

Date: _____

ATTEST: R. B. SHORE
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

BY: _____
DISTRICT SECRETARY DISTRICT ONE
OR DESIGNEE

NAME: _____

DOT Legal Review:

Availability of Funds Approval:

(Date)

Exhibit A SCOPE OF SERVICES

Financial Management Number: 432522-1-58-01 44th Avenue East from 1st Street East to 15th Street East

The general objective is for County 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. Services performed shall be in conformity with the Contract Plans and Project Specifications. The intent of the construction project is to reconstruct and widen approximately 5,000 feet of 44th Avenue East from 1st Street East to 15th Street East. The services performed shall be in accordance with the latest editions of 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.

Deliverables included in the Scope of Services are as follows:

1. Prepare bid package and specifications for bidding process. Award bid to contractor.
2. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering to document construction as per specifications.
3. Furnish and install pavement structure, curb and gutter and sidewalk as identified in plans, for approximately 5,000 feet of 44th Avenue East.
4. Furnish and install drainage improvements, as identified in the plans, to accommodate the proposed widening and intersection improvements. Includes stormwater management facilities and all specified appurtenances and requirements.
5. Construct or reconstruct, as appropriate, sideroad and driveway turnouts.
6. Maintain existing traffic during the entire construction period.
7. Furnish and install signing and pavement markings to meet the latest MUTCD standards.
8. Furnish and install light poles and associated appurtenances for full lighting of the project limits.
9. Furnish and install mast arms and signalization equipment and associated appurtenances for full signalization of the 44th Avenue East and 301 Boulevard East intersection. Includes full pedestrian features, video vehicle detection and internally illuminated signs.
10. Coordinate relocation of all affected utilities within the project limits. Relocate County's existing 8" potable water main within the project limits.
11. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.
12. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

Exhibit B
SCHEDULE OF SERVICES

ESTIMATED PROJECT PRODUCTION SCHEDULE

Financial Management Number: 432522 1 58 01

- Bid process to begin by April, 2013
- County to receive bids by May, 2013
- County to award construction contract by early June, 2013
- Notice To Proceed to contractor by mid June, 2013
- Construction to begin by July, 2013
- Construction to be completed by December 31, 2014

Exhibit C
SCHEDULE OF FUNDING

ESTIMATED SCHEDULE OF FUNDING

Financial Management Number: 432522 1 58 01

By and through this County Incentive Grant Program Agreement with the COUNTY, the DEPARTMENT agrees to reimburse the COUNTY up to, but not to exceed **\$1,530,150.00 (ONE MILLION FIVE HUNDRED THIRTY THOUSAND ONE HUNDRED FIFTY DOLLARS)** for actual costs incurred on this Project, excluding COUNTY overhead.

Exhibit D
Financial Management Number: 432522 1 58 01

PROVISIONS FOR ADVANCED PAYMENTS (Non-Applicable)

(Reference section 3 A. ii, in AGREEMENT)

- A. The DEPARTMENT agrees to pay an amount of \$_____ which is equal to 15% of the DEPARTMENT'S maximum participation of the estimate of the cost of the PROJECT.
- B. The advanced amount shall be paid to the COUNTY after execution of this AGREEMENT and within the fiscal year of the project funding in the DEPARTMENT'S Adopted Work Program as of the date of execution.
- C. The amount advanced after execution shall be applied toward latter months payments or at the completion of the PROJECT.
- D. The COUNTY will submit an invoice for the advance.
- E. Any unexpended funds remaining at the conclusion/termination of the AGREEMENT shall be returned to the DEPARTMENT within ___ days of the completion/termination of the project.

Non-applicable

Exhibit E
NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and MANATEE COUNTY , Florida

PROJECT DISCRPTION Construction of 44th Avenue East from 1st Street East to 15th Street East _____

FINANCIAL MANAGEMENT# 432522-1-58-01 _____

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

(COUNTY _____, Florida)

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF SUBSTANTIAL COMPLIANCE

In accordance with the Terms and Conditions of the AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in substantial compliance with the PROJECT construction plans and specifications.

SEAL:

By: _____, P.E.

Name: _____

Date: _____

Exhibit F AUDIT

Financial Management Number: 432522 1 58 01

FEDERAL RESOURCES (if applicable; otherwise delete)

Federal Agency:
Catalog of Federal Domestic Assistance: (Number & Title)
Amount:

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

Agency: Florida Department of Transportation
Catalog of State Financial Assistance: County Incentive Grant Program (55.008)
Amount: \$1,530,150.00

Compliance Requirements

The PROJECT must:

1. be a facility. CIGP funds cannot be used for operational expenses.
2. be located on the State Highway System or relieve traffic congestion on the State Highway System.
3. be consistent to the maximum extent feasible with the Florida Transportation Plan (FTP).
4. be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP).*
5. be consistent with, to the maximum extent feasible, with any local comprehensive plans.*

*If the PROJECT is not in these plans, it must be amended into them within six months of application.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit F be provided to the recipient.