

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

Financial Project No.: 434594-1-54-01
Catalog of State Financial Assistance No. 55.008
CITY: CITY OF GAINESVILLE

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 Alachua County, hereinafter referred to as the "COUNTY", and the City of Gainesville, hereinafter referred to as the "CITY".

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. 434594-1-54-01 for new road construction on SW 40th Boulevard from SR 121 (SW 34th Street) to SR 24 (Archer Road), hereinafter referred to as the "PROJECT," in accordance with Section 339.2817, Florida Statutes; and

WHEREAS, the COUNTY is willing to assign all of its interests and obligations, financial and otherwise, in the oversight and management of the PROJECT to the CITY; and

WHEREAS, the COUNTY by Resolution No. _____ dated the ___ day of _____, _____, 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 CITY by Resolution No. _____ dated the ___ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its City Council 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 CITY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of: design, construction and CEI on SW 40th Boulevard from SR 121 (SW 34th Street) to SR 24 (Archer Road) in Gainesville, Florida, as further described in **Exhibit A (Scope of Services)**, attached hereto and made a part hereof.

B. The CITY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The CITY 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 CITY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

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 CITY and of the details thereof. Coordination shall be maintained by the CITY with representatives of the DEPARTMENT. The CITY 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. CITY shall obtain DEPARTMENT approval of plans and specifications prior to bidding the project.

E. For projects located on the State Highway System, the CITY must apply for and be granted a permit, from the DEPARTMENT, before the CITY 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 CITY may choose to satisfy this requirement by either hiring a DEPARTMENT-prequalified consultant firm or utilizing CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY:
Florida Department of Transportation – Program Management – MS 2014	City of Gainesville Public Works Department
Kim Evans, District Local Program Administrator	Teresa Scott, Public Works Director
1109 South Marion Avenue	PO Box 490-58
Lake City, Florida 32025	Gainesville, Florida 32627

2. TERM

A. The term of this AGREEMENT shall begin upon the date of signature of the last party to sign. The CITY 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 of. If the CITY 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 CITY 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 CITY 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 Two million, seven hundred fifteen thousand, seven hundred forty two dollars (\$ 2,715,742.00).

The parties further agree that the DEPARTMENT's maximum participation is One million, three hundred fifty seven thousand, eight hundred seventy one dollars (\$1,357,871.00) and all remaining costs of the PROJECT will be borne by the CITY. These amounts are outlined in **Exhibit C (Schedule of Funding)**, attached hereto and made a part of.

i) The CITY 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 CITY and approved by the DEPARTMENT.

ii) Any provisions for an advance payment are provided in **Exhibit D (Provisions for Advanced Payments)** (*Not applicable*) attached to this agreement hereto and made a part thereof.

iii) In the event the CITY proceeds with the design, construction, and construction engineering inspection services (CEI) of the PROJECT with its own forces, the CITY will only be reimbursed for direct costs (this excludes general and administrative overhead).

iv) Invoices shall be submitted by the CITY 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 CITY 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 CITY 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 CITY 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 CITY 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. If this Agreement involves units of deliverables, such units must be received and accepted in writing by the Contract Manager prior to payments.

G. The DEPARTMENT's obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature.

H. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

I. **Travel costs will not be reimbursed.**

J. 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.

K. 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 CITY's general accounting records and the project records, together with supporting documents and records of the CITY and all subcontractors performing work on the PROJECT, and all other records of the CITY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

L. 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.

M. It is unlawful for the County Board of 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 County commission 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.

N. 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 CITY hereby agrees to defend, indemnify, save and hold harmless the DEPARTMENT, including its officers, agents and employees, from all suits, actions, claims, demands, damages and liabilities of any nature whatsoever arising out of any intentional, negligent, or wrongful act(s) or omission(s) by the CITY, including its agents, employees, contractors, subcontractors, consultants or subconsultants, which occur or are alleged to have occurred in connection with the PROJECT. This provision does not apply to the extent any such acts or omissions are made by the DEPARTMENT. This paragraph shall not be construed as a waiver of either party's sovereign immunity.

C. LIABILITY INSURANCE.

The CITY shall cause the DEPARTMENT to be an Additional Insured on any and all liability policies which provide coverage for tort liability to the CITY in connection with its operations relating to the PROJECT. The CITY shall furnish evidence of such coverage to the DEPARTMENT prior to the commencement of such operations in the form of an ACORD Certificate of Liability Insurance together with copies of any and all applicable Additional Insured endorsements. In the event the CITY has no such insurance coverage but instead maintains a self-insurance fund to cover such liabilities, the CITY agrees it shall disclose to the DEPARTMENT the amount of such self-insurance available.

The CITY shall require any and all contractors, subcontractors, consultants and subconsultants it may enter agreements with in connection with the PROJECT to cause the DEPARTMENT to be made an Additional Insured on any and all liability policies providing coverage to said contractors, subcontractors, consultants and subconsultants for their operations relating to the PROJECT.

D. **WORKERS' COMPENSATION.** The CITY shall also carry, and cause any contractors, subcontractors consultants and subconsultants it may enter agreements with in connection with the PROJECT to carry, Worker's Compensation insurance in accordance with the requirements under Florida's Worker's Compensation law.

E. The CITY shall forward, within 5 (five) days of its receipt, copies of any notices of cancellation or any other communications it receives that are related to any and all policies of insurance referenced in paragraphs B - D above and which affect or potentially affect such coverage available to the DEPARTMENT.

5. COMPLIANCE WITH LAWS

A. The CITY 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 CITY in conjunction with this AGREEMENT. Failure by the CITY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT.

B. The CITY 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 CITY and the DEPARTMENT agree that the CITY, 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 CITY 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, Florida Statutes, 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 Local Government regarding such audit. The Local Government 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, local government, 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(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) Florida Statutes, and Chapters 10.550 (local governmental 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:

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

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: (Insert mailing address(es) of office(s) responsible for program oversight)

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:

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

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:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street

Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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 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 CITY or the DEPARTMENT upon sixty (60) days written notice.

B. If the DEPARTMENT determines that the performance of the CITY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the CITY 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 CITY, the DEPARTMENT shall notify the CITY 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 CITY 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 CITY.

7. 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 CITY.

C. In no event shall the making by the DEPARTMENT of any payment to the CITY 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 CITY, 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.

I. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the COUNTY has caused this AGREEMENT to be executed in its behalf this ___ day of _____, _____, by the Chair of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the Board on the ___ day of _____, _____, the CITY has caused this AGREEMENT to be executed in its behalf this ___ day of _____, _____, by the Chair of the City Council, authorized to enter into and execute same by Resolution Number _____ of the Board on the ___ day of _____, _____, and the DEPARTMENT has executed this AGREEMENT through its District Secretary for District 2, Florida Department of Transportation, this ___ day of _____, _____.

ATTEST: [Signature] ALACHUA COUNTY, FLORIDA (SEAL) BY: [Signature] CHAIR, BOARD OF COUNTY COMMISSIONERS
CLERK

ATTEST: [Signature] CITY of GAINESVILLE, FLORIDA (SEAL) BY: [Signature] CHAIR, CITY COMMISSION
CLERK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL) EXECUTIVE SECRETARY BY: _____ DISTRICT SECRETARY DISTRICT TWO

NAME: _____

DOT Legal Review:

APPROVED AS TO FORM

[Signature]
ALACHUA COUNTY ATTORNEY

APPROVED AS TO FORM AND LEGALITY
BY: [Signature]
Lisa C. Bennett, Asst. City Attorney II



Exhibit A SCOPE OF SERVICES

Financial Project No.: **434594-1-54-01**
Catalog of State Financial Assistance No.: 55008 (CIGP)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the City of Gainesville dated _____.

PROJECT LOCATION:

The project is for the design, construction and CEI for the new road construction on SW 40th Boulevard from SR 121 (SW 34th Street) to SR 24 (Archer Road) in Gainesville, Florida

PROJECT DESCRIPTION:

The project consists of new road construction of SW 40th Boulevard from SR 121 (SW 34th Street) to SR 24 (Archer Road) in Gainesville, Florida as follows:

- Development of design plans;
- Bid and award;
- Construction
- CEI

AGENCY RESPONSIBILITIES:

The Agency is required to provide a copy of the final design plans for the Department's review and approval.

The Agency is required to send an Engineer's Estimate and scope of services. The Agency is required to send in a Right of Way, Rail Road and Utilities Certification prior to Authorization to Advertise.

The Agency is required to send a preliminary schedule from the selected contractor, once available.

The Agency is required to submit quarterly invoices electronically to kimberly.evans@dot.state.fl.us.

If Right-of-Way activities become apparent, begin coordination with the Department at once.

The Department's maximum participation is not to exceed **\$1,357,871.00**

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

Exhibit B SCHEDULE OF SERVICES

The Agency is required to provide a copy of the design plans, for the Department's review and approval. The Agency must also coordinate permitting with the Department's Permitting Office for any projects on the State Highway System or any projects connecting to the State Highway System.

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 December 31, 2017.
- b) Construction contract to be let by April 1, 2018
- c) **Construction to be completed by June 30, 2019.**

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 state funding.

- The Agency is required to provide a copy of the final design plans for the Department's review and approval.
- The Agency is required to send a preliminary schedule from the approved contractor, once available.
- The Agency is required to send an Engineer's Estimate and scope of services. The Agency is required to send in a Right of Way, Rail Road and Utilities Certification prior to Authorization to Advertise.
- If Right of Way is required contact our Right of Way Department as soon as right-of-way needs are identified. A Certification for Right of Way will be required prior to advertising for construction.
- The Agency must have Department concurrence prior to advertising for construction services.
- The Agency will **provide quarterly** invoices and progress reports.
- The Agency will ensure that the project located on the State Highway System 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 Agency may choose to satisfy this requirement by either hiring a DEPARTMENT prequalified consultant firm or utilizing Agency 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.
- The Agency 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.

**Exhibit C
 SCHEDULE OF FUNDING**

Ms. Teresa Scott, Director City of Gainesville Public Works Post Office Box 490-58 Gainesville, Florida 32627	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY INCENTIVE GRANT PROGRAM (CIGP)	Financial Project ID: 434594-1-54-01
		Contract Number:

PROJECT DESCRIPTION

Name: SW 40th Boulevard

Termini: from SR 121 (SW 34th Street) to SR 24 (Archer Road)

Description of Work: new road construction

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (50%)	(3) STATE & FEDERAL FUNDS (50%)
Design			
<u>2008-2009</u>	_____	_____	_____
<u>2009-2010</u>	_____	_____	_____
<u>2010-2011</u>	_____	_____	_____
Total Design Cost	_____	_____	_____
Right of Way			
<u>2008-2009</u>	_____	_____	_____
<u>2009-2010</u>	_____	_____	_____
<u>2010-2011</u>	_____	_____	_____
Total Right of Way Cost	_____	_____	_____
Construction			
<u>2012-2013</u>	_____	_____	_____
<u>2013-2014</u>	_____	_____	_____
<u>2014-2015</u>	_____	_____	_____
<u>2015-2016</u>	_____	_____	_____
<u>2016-2017</u>	<u>\$ 2,715,742.00</u>	<u>\$ 1,357,871.00</u>	<u>\$ 1,357,871.00</u>
Total Construction Costs	<u>\$ 2,715,742.00</u>	<u>\$ 1,357,871.00</u>	<u>\$ 1,357,871.00</u>
Construction Engineering and Inspection			
<u>2013-2014</u>	_____	_____	_____
<u>2014-2015</u>	_____	_____	_____
<u>2015-2016</u>	_____	_____	_____
<u>2016-2017</u>	_____	_____	_____
Total Construction Costs	_____	_____	_____
Total Cost of Project	<u>\$2,715,742.00</u>	<u>\$ 1,357,871.00</u>	<u>\$ 1,357,871.00</u>

The Department's fiscal year begins on July 1. The Department will notify the Agency, in writing, when funds are available. The County Incentive Grant Program project (CIGP) statutory percentage is 50/50% as outlined in Section 339.2817, Florida Statutes.

Exhibit E
NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and (CITY OF GAINESVILLE), Florida

PROJECT DISCRIPTION: new road construction of SW 40th Boulevard from SR 121 (SW 34th Street) and SR 24 (Archer Road)

FINANCIAL MANAGEMENT ID# 434594-1-54-01

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 _____.

(CITY OF GAINESVILLE, 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 – CIGP FUNDS**

STATE AGENCY: FDOT

CSFA #: 55.008

TITLE: County Incentive Grant Program (CIGP)

AMOUNT: \$ 1,357,871.00

COMPLIANCE REQUIREMENTS:

Allowed Activities:

The CIGP Program is to assist small county governments in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads.

F.S. 339.2818, Department of Transportation-approved roadway projects involving resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads. All projects funded under this section shall be included in the department's work program developed pursuant to F.S. 339.135.

Allowable Cost:

Direct project costs (design, construction, construction engineering and inspection)

Eligibility:

Per F.S. 339.2818, any county that has a population of 150,000 or less as determined by the most recent official estimate pursuant to F.S. 186.901.

1. Must be a facility located on the SHS or relieve traffic congestion on the SHS.
2. Be consistent to the maximum extent feasible with the Florida Transportation Planning.
3. Be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization Long Range Transportation Plan.
4. Be consistent with, to maximum extent feasible, with any local comprehensive plans.

Matching:

The Department shall provide 50 percent of the project costs for eligible projects.

In-kind services or right of way that comprise integral parts of the project and contribute to its ultimate completion may be used as all or part of the local matching funds. The value for land donated is the current market value, as properly supported.

For in-kind services, a detailed report of the costs incurred as recorded in the cost accounting system must be provided to the District to substantiate the amount of in-kind services costs to be used as the county's share of participation.

Coun
Resc

RESOLUTION 16- 97

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE COUNTY TO ENTER INTO A COUNTY INCENTIVE GRANT PROGRAM AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF GAINESVILLE FOR THE ROADWAY CONSTRUCTION OF SW 40TH BOULEVARD FROM SR 121 (SW 34TH STREET) TO SR 24 (ARCHER ROAD) IN ALACHUA COUNTY; AUTHORIZING THE CHAIR TO EXECUTE THE COUNTY INCENTIVE PROGRAM GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the FDOT has requested the County to execute and deliver a County Incentive Grant Program Agreement between the County, the FDOT and the City of Gainesville for the roadway construction of SW 40th Blvd from SR 121 (SW 34th St) to SR 24 (SW Archer Road) to FDOT;


NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA;

1. The Board hereby approves the County Incentive Grant Program Agreement.
2. A certified copy of this resolution will be forwarded to the FDOT with the executed agreement.
3. This resolution shall take effect immediately upon its adoption.

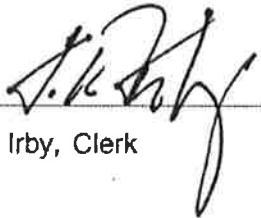
DULY ADOPTED in regular session, this 9th day of August, A.D., 2016

SEAL


BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: 
Robert Hutchinson, Chair

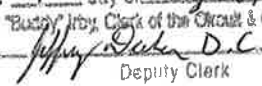
ATTEST:


J.K. Irby, Clerk

APPROVED AS TO FORM:


County Attorney



J.K. "Buddy" Irby, Clerk of the Circuit & County Court, Eighth Judicial Circuit of Florida, in and for Alachua County, hereby certifies this to be a true and correct copy of the document now of record in this office. Witness my hand and seal this 9th day of August, 2016
J.K. "Buddy" Irby, Clerk of the Circuit & County Court
By: 
Deputy Clerk