

050366d

Financial Project ID: 211365-4-58-01  
Federal Project ID: S112 001 R

EXHIBIT A  
Project Description and Responsibilities

This exhibit forms an integral part of that certain Reimbursement Agreement between the State of Florida, Department of Transportation and the City of Gainesville dated \_\_\_\_\_.

PROJECT LOCATION:

University of Florida Gainesville Main Campus

The project is not on the National Highway System.  
The project is not on the State Highway System.

PROJECT DESCRIPTION:

The project consists of the pedestrian plazas, landscaping, sidewalks, streetscape, street furnishings and service drive enhancements.

SPECIAL CONSIDERATION BY AGENCY:

requirements of the Local Agency Program Manual must be followed.

**Particular attention should be given to Section 13.09, Right-of-Way activities. The Agency must complete and submit a Right-of-Way certification form prior to advertising for construction services.**

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

- a) Design to be completed on or before **March 1, 2006**.
- b) Construction contract to be let on or before **June 30, 2006**.
- c) Construction to be completed on or before **June 30, 2007**.

If this schedule can not be adhered, notify the Department, in writing, with a revised schedule or the project is subject to the withdrawal of Department funding.

SPECIAL CONSIDERATION BY DEPARTMENT:

**EXHIBIT B**

|  |  |  |
|--|--|--|
| <b>AGENCY NAME &amp; BILLING ADDRESS</b><br>City of Gainesville<br>Public Works Department – MS 58<br>Post Office Box 490<br>Gainesville, FL 32602 | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION<br>LOCAL AGENCY PROGRAM<br>AGREEMENT<br>EXHIBIT "B"<br>SCHEDULE OF FUNDING | Financial Project ID: <u>211365-4-58-01</u><br>Federal Project ID: <u>S112 001 I</u> |
|  |  |  |

**PROJECT DESCRIPTION**

Name Design and construction of Building Access Improvements on the University of Florida Campus Length N/A  
 Termini \_\_\_\_\_

| TYPE OF WORK  | FUNDING                       |                        |                                 |
|---|-------------------------------|------------------------|---------------------------------|
|   | (1)<br>TOTAL<br>PROJECT FUNDS | (2)<br>AGENCY<br>FUNDS | (3)<br>STATE &<br>FEDERAL FUNDS |
| <b>P.E.</b>   |                               |                        | 0                               |
| a. Agency Work  | _____                         | _____                  | _____                           |
| b. Other _____  | _____                         | _____                  | _____                           |
| c. Department Services                                | _____                         | _____                  | _____                           |
| d. Total PE Cost (a+b+c)                              | =====                         | =====                  | =====                           |
| <b>Right-of-Way</b>                                   |                               |                        |                                 |
| e. Agency Work  | _____                         | _____                  | _____                           |
| f. Other _____  | _____                         | _____                  | _____                           |
| g. Department Services                                | _____                         | _____                  | _____                           |
| h. Total Right of Way Cost (e+f+g)                    | =====                         | =====                  | =====                           |
| <b>Construction</b>                                   |                               |                        |                                 |
| i. Contract   | _____                         | _____                  | _____                           |
| j. Other <u>FY 05/06</u>                              | \$992,000.00                  | _____                  | \$992,000.00                    |
| k. Other _____  | _____                         | _____                  | _____                           |
| l. Other _____  | _____                         | _____                  | _____                           |
| m. Total Contract Costs (i+j+k+l)                     | =====                         | =====                  | =====                           |
| <b>Construction Engineering</b>                       |                               |                        |                                 |
| n. Agency   | _____                         | _____                  | _____                           |
| o. Other _____  | _____                         | _____                  | _____                           |
| p. Department Forces                                  | _____                         | _____                  | _____                           |
| q. Total Construction Engineering (n+o+p)             | =====                         | =====                  | =====                           |
| r. Total Construction Cost (m+q)                      | \$992,000.00                  |                        | \$992,000.00                    |
| s. <b>ESTIMATED TOTAL COST OF THE PROJECT (d+h+r)</b> | \$992,000.00                  |                        | \$992,000.00                    |

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

EXHIBIT C

**Interlocal Agreement  
Between  
The City of Gainesville and The University of Florida  
For  
Building Access Improvements – University of Florida**

This Agreement is made by and between the UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, a public corporation of the State of Florida, (Hereinafter referred to as UF), and the CITY OF GAINESVILLE, FLORIDA, a municipal corporation, (hereinafter referred to as CITY), by and through its City Commission.

**WHEREAS**, the FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as FDOT) has received \$992,000 in funding from the United States federal government, designated for Building Access Improvements at the University of Florida, and

**WHEREAS**, the City of Gainesville is authorized by the FDOT to expend federal transportation money through the FDOT's Local Assistance Program, and

**WHEREAS**, the City has agreed to administer these funds on behalf of the UF, and

**WHEREAS**, the City and UF have agreed that these funds should be used for the construction of Building Access Improvements in the UF Gainesville main campus. Among other appropriate features, these improvements will include pedestrian plazas, landscaping, sidewalks, streetscape, street furnishings and service drive enhancements.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- I. CITY Responsibilities: The City agrees to perform the following services pursuant to this agreement:
  1. Administer and transfer up to \$992,000 of federal funding towards the design and construction of Building Access Improvements.
  2. Review itemized invoices submitted by the UF and either return deficient invoices with deficiencies noted or forward approved invoices to the FDOT, and upon receipt of invoice payment funds from FDOT shall make payments to the UF as provided in Section III, paragraph 3.
  3. Provide any comments to submittals made by UF pursuant to Section II.6. within thirty (30) days of receipt of the submittals.
- II. UF Responsibilities: The UF agrees to perform the following services pursuant to this Agreement:
  1. Accept and expend up to \$992,000 towards the design and construction of Building Access Improvements on the University of Florida Campus.
  2. Contract with a design professional and contractor or construction manager to design and construct the Building Access Improvements, which will be in compliance with State and Federal requirements.
  3. Design and construct said Building Access Facilities in compliance with State and Federal requirements within two years of the effective date of this agreement.
  4. Manage all design, permitting, surveying and contracting necessary for the construction of said Building Access Improvements and be responsible for the legal liability normally attributable to those engaged in such activity.
  5. Provide project supervision, inspection and management consistent with state and federal requirements.
  6. Submit design and construction documents for said Building Access Improvements to the CITY for review throughout the design process so that the CITY/FDOT may confirm compliance with state and federal requirements.
  7. Make the site available to the CITY/FDOT for inspection, if the CITY/FDOT so desires, upon reasonable

EXHIBIT C

prior notice, and provide progress reports, if requested by the CITY/FDOT.

8. Provide itemized invoices to the CITY for expenses incurred against the City's Purchase Order.
9. Comply with all administrative requirements of the FDOT Local Assistance Program.

III. Payment:

1. All reimbursement will be based on itemized invoices submitted by the UF. The sum total of all invoices shall not exceed \$992,000.
2. Invoices shall be submitted monthly, as necessary, for expenses incurred toward the design and construction of said building access improvements. Invoices shall be submitted to the City of Gainesville as follows:

City of Gainesville  
Accounts Payable, Station 15  
P.O. Box 490  
Gainesville, FL 32602-0409

3. Payment of invoices shall be remitted to the UF at the address identified in Section XIV.
  4. If, at any time during the term of this Agreement, it is determined that the cost of the project will exceed \$992,000, UF may, in its sole discretion, reduce the scope of the project (including discontinuing any portion thereof for which actual construction has not begun) with respect to any or all of the facilities specified in Section I.1 and II.1 hereof such that the total cost of the project either does not exceed \$992,000 or is reduced to an amount which is acceptable to UF.
- IV. Notice: Any notice of default or termination shall be given in writing and served either personally or given by prepaid certified mail, return receipt requested, or by any delivery service from which a receipt may be obtained and addressed in Section XIV.
- V. No Third Party Beneficiaries: Nothing herein shall be construed to create any third party beneficiary rights in any person not a party to this Agreement.
- VI. Effective Date and Term: This Agreement shall commence on the effective date and remain in effect and binding on the parties until mutual cancellation or performance of the parties' obligations hereunder. Any amendment to or modification of this Agreement shall be in writing and signed by all parties.
- VII. Default and Termination: The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the provision that gave rise to the default. The non-defaulting party shall give the defaulting party twenty-one (21) days to cure the default. Anything to the contrary notwithstanding, either party may terminate this Agreement without cause by first providing at least 90 days written notice to the other. In the event of termination, refunds will be prorated.
- VIII. Severability: If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.
- IX. Indemnification: Each party agrees that it shall be solely responsible for the negligent acts or omissions of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.
- X. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- XI. Terms: Pursuant to 163.01 (11), Florida Statutes, this Agreement shall be deemed effective upon the filing of the Agreement by the UF with the clerk of the circuit court of Alachua County.
- XII. Recording of Agreement: The UF, upon execution of this Agreement by all parties, shall file this Interlocal

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Agreement with the clerk of the circuit court of Alachua County.

XIII. Entire Agreement: The City/FDOT LAP agreement is attached hereto as Exhibit A. In its performance under this agreement, the UF agrees to abide by all applicable provisions stated therein. Exhibit A and this Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

XIV. Agency Representatives: The Parties hereto designate the following persons to be contacted regarding the performance of this Agreement and to receive all notices:

UNIVERSITY: David S. O'Brien  
Director, UF Physical Plant Division  
Box 117700  
Gainesville, FL 32611-7700

CITY: Barbara Lipscomb  
City Manager (Interim)  
P.O. Box 490  
Gainesville, FL 32602-0490

IN WITNESS WHEREOF, the parties hereto have executed and affixed their official seals to this Agreement on the day and year first above written.

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

ATTEST:

\_\_\_\_\_ By: \_\_\_\_\_  
Vice President for Finance and Administration

APPROVED AS TO FORM & LEGALITY:

APPROVED:

\_\_\_\_\_ Director of Physical Plant

CITY OF GAINESVILLE

ATTEST:

\_\_\_\_\_ By: \_\_\_\_\_  
Clerk of the City Commission City Manager or designee

APPROVED AS TO FORM & LEGALITY:

\_\_\_\_\_ City Attorney