SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Small County Road Assistance Program Agreement with FDOT for C 470 (FM 429949-1-58-01) and Resolution

REQUESTED ACTION: **Board Approval and Budget amendment**

☐ Work Session (Report Only) **DATE OF MEETING:** 2/8/2011
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: FDOT District 5
Effective Date: 3/1/2011 Termination Date: 4/30/2012
Managing Division / Dept: Public Works Division/Road and Bridge

BUDGET IMPACT: $231,000 (reimbursable)
☐ Annual **FUNDING SOURCE:** 103-340-541-6500
☒ Capital **EXPENDITURE ACCOUNT:** 103-340-541-YYYY
☐ N/A

HISTORY/FACTS/ISSUES:
The state's Small County Assistance Program (SCRAP) created by FS 339.2816, has funds available for Sumter County to make improvements to C 470 at the I-75 interchange. The estimated cost to design and resurface and reconstruct C 470 from the west side of I-75 to the CSX right of way is $231,000. The county must pay this cost up front, but will then be reimbursed for actual costs, up to $231,000.

The SCRAP Agreement is attached as is the required County resolution which will be included in the agreement as exhibit E.

Request Board appoval and signature of the resolution and SCRAP agreement, and approval of budget amendment per the budget impact information.

Attachments: SCRAP Agreement and Resolution.

FM # 429949-1-58-01 **Agency: Sumter County** **Vendor No.: F596000865-036** **Contract No:**	**Catalog of State Financial Assistance (CSFA) No.: 55-016** **CSFA Title – Small County Road Assistance Program** **Contract Amount: $231,000.00**	**Fund: SCRAP** **Activity: 215** **Category: 085575** **Obj. Code: 750088** **Org. Code: 55054010508**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

SMALL COUNTY ROAD ASSISTANCE PROGRAM AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2011, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and **SUMTER COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the COUNTY),

WITNESSETH:

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

WHEREAS, the Small County Road Assistance Program has been created by Section 339.2816, Florida Statutes, to provide funds to assist small county governments in resurfacing and reconstructing county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to provide the COUNTY with financial assistance under Financial Project No.429949-1-58-01, for the Project described as: Rebuilding County Road 470 from the west side of I-75 to the CXS Right of Way, repaving under the existing guardrails; resurfacing with friction course, and adding thermoplastic striping, in Fiscal Year 2010/2011, hereinafter referred to as the "Project", in accordance with Section 339.2816, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. _____, dated the _____ day of _____, 2010, a copy of which is attached hereto as Exhibit "E" and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the COUNTY and it would be most practical, expeditious, and economical for the COUNTY to perform the services to complete the Project. The funds for this Project cannot be used before this

Agreement is executed by both the COUNTY and the DEPARTMENT and before any conditions precedent identified herein are met. Any work performed before the execution of this Agreement or prior to the meeting of the conditions precedent will not be reimbursed by the DEPARTMENT; and

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and

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

1. **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 by April 30, 2012, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the COUNTY does not complete the Project within the time period allotted, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project.

2. **SERVICES AND PERFORMANCES**

A. The COUNTY shall furnish the services with which to design, construct and perform construction engineering inspection of the Project. The Project consists of Rebuilding County Road 470, from the west of I-75 to the CXS Right of Way, going west approximately 900 linear feet, and placing Super Pave Asphalt with thermoplastic striping in accordance to FDOT Standards, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the COUNTY to perform any activity which is outside of the scope of services of the Project.

B. The COUNTY agrees to undertake the design, construction and construction engineering inspection of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, including COUNTY standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

C. Prior to commencing the design work described herein, the COUNTY shall request a Notice to Proceed from the DEPARTMENT'S Design Project Manager, Tushar Patel at (386) 943-

5161 or from an appointed designee. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

D. The COUNTY shall hire a consultant for the design phase of the Project using the COUNTY'S normal procurement procedures to perform the design services for the Project.

E. The COUNTY will prepare all design plans for the Project. The COUNTY will provide one (1) copy of the final design plans and specifications and final bid documents to the DEPARTMENT'S Construction Project Manager prior to commencing construction of the Project.

F. Prior to commencing the construction work described herein, the COUNTY shall request a Notice to Proceed from the DEPARTMENT'S Construction Project Manager, Vince Vacchiano at (386) 943-5406 or from an appointed designee. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

G. The COUNTY shall hire a contractor using the COUNTY'S normal bid procedures to perform the construction work for the Project.

H. The COUNTY may hire a qualified construction engineering and inspection firm ("CEI") using the COUNTY'S normal procurement procedures to perform the Verification Testing work for the Project, which CEI work shall be deemed to be part of the Project. If hired, the CEI firm shall not be the same firm as the Engineer of Record. In the alternative, and subject to paragraph 3. B. (v) below, the COUNTY may utilize COUNTY staff to perform the required CEI services.

I. The COUNTY shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents.

J. The COUNTY agrees to provide progress reports to the DEPARTMENT in the standard format used by the COUNTY on a quarterly basis. 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 details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

K. Upon 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 "D". The

certification shall state that work has been completed in accordance with the COUNTY'S standards and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

L. Upon completion of the Project, the COUNTY understands that they shall be responsible for the maintenance of the facilities constructed under this agreement.

3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is $231,000.00 (Two Hundred Thirty-One Thousand Dollars and No/100). This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the COUNTY an amount not to exceed **$231,000.00 (Two Hundred Thirty-One Thousand Dollars and No/100)** for actual costs incurred. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. Travel costs will not be reimbursed.

i) 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. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to reimbursements.

ii) 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 Paragraphs 2. E. and I. was met; and that the criteria for evaluating successful completion as specified in Paragraph 2. K. was met.

iii) The COUNTY may receive progress payments for deliverables for design services based 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 COUNTY may receive progress payment for deliverables for construction services based on the contractor's Schedule of Values 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.

iv) All costs charged to the Project shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

v) In the event the COUNTY proceeds with the 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).

C. COUNTY Participation: The COUNTY agrees to bear all expenses in excess of the DEPARTMENT'S participation.

D. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

E. The COUNTY which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working 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. 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. 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), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one dollar ($1.00) will not be enforced unless the COUNTY requests payment. Invoices, which have to be returned to the COUNTY because of COUNTY preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline at 1-877-693-5236.

F. 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 include the COUNTY'S general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the COUNTY to the DEPARTMENT.

G. In the event this Agreement is in excess of $25,000.00 (TWENTY-FIVE THOUSAND AND NO/100 DOLLARS) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"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 (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year."

H. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the COUNTY to that effect.

I. Audits: 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.

MONITORING

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 COUNTY 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 COUNTY is appropriate, the COUNTY 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 Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

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:

1. In the event that the COUNTY expends $500,000 or more in Federal awards in its fiscal year, the COUNTY 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. In determining the Federal awards expended in its fiscal year, the COUNTY 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 COUNTY conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the COUNTY shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the COUNTY 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. However, if the COUNTY 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 COUNTY resources obtained from other than Federal entities).

4. 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.

PART II: STATE FUNDED

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

1. In the event that the COUNTY expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the COUNTY 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. In determining the state financial assistance expended in its fiscal year, the COUNTY 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.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the COUNTY 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 governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

3. If the COUNTY 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. However, if the COUNTY 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 COUNTY resources obtained from other than State entities).

4. 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.

PART III: OTHER AUDIT REQUIREMENTS

The COUNTY 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.

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 Department of Financial Services, 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.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted,

when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the COUNTY directly to the following:

A. The Department at the following address:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS 521
DeLand, Florida 32720

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.

2. In the event that a copy of the reporting package for an audit required by PART I 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 COUNTY shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the COUNTY'S audited schedule of expenditures of Federal awards directly to the following:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS 521
DeLand, Florida 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the COUNTY 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:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS 521
DeLand, Florida 32720

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:

A. The Department at the following address:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS 521
DeLand, Florida 32720

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

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the COUNTY directly to:

A. The Department at the following address:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS 521
DeLand, Florida 32720

5. Any reports, management letters, 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.

6. 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.

PART V: RECORD RETENTION

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

4. INDEMNITY AND INSURANCE

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

> "The contractor/consultant 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 negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees. Neither the contractor/consultant, 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."

B. LIABILITY INSURANCE. The COUNTY shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $200,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement.

C. WORKER'S COMPENSATION. The COUNTY shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's 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 Contract.

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.

6. TERMINATION AND DEFAULT

A. This Agreement may be cancelled by the DEPARTMENT in whole, or in part, at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

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.

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 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 shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. 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. All tracings, plans specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use.

F. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

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, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

H. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real

property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

I. The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

A. All persons employed by the LOCAL GOVERNMENT during the term of the Contract to perform employment duties within Florida; and

B. All persons, including subcontractors, assigned by the LOCAL GOVERNMENT to perform work pursuant to the contract with the Department.

J. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Dianne Peek	Tushar Patel	Vince Vacchiano
Contract Specialist	Design Project Manager	Construction Project Manager
MS 521	MS 2-542	MS 3-506
719 South Woodland Boulevard	719 South Woodland Boulevard	719 South Woodland Boulevard
DeLand, Florida 32720-6834	DeLand, Florida 32720-6834	DeLand, Florida 32720-6834
PH: (386) 943-5400	PH: (386) 943-5161	PH: (386) 943-5406
dianne.peek@dot.state.fl.us	tushar.Patel@dot.state.fl.us	Vincent.vacchiano@dot.state.fl.us

COUNTY

Scott Cottrell
Public Works Director
Sumter County
319 E. Anderson Avenue
Bushnell, Florida 33513
(352) 793-0240
Scott.Cottrell@sumtercountyfl.gov

IN WITNESS WHEREOF, the COUNTY has executed this Agreement this _____ day of _____, 2011, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2011.

SUMTER COUNTY
By: BOARD OF COUNTY COMMISSIONERS

By: _____

Name: Don Burgess

Title: Chairman

As approved by the Board on:

_____

Attest:

_____

Legal Review

_____
Sumter County Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: George S. Lovett

Title: Director of Transportation Development

Attest:

_____
Executive Secretary

Legal Review:

_____

Financial Provisions Approval by
The Office of the Comptroller on:

_____

Authorization Received from the Office of
the Comptroller as to Availability of Funds:

_____

EXHIBIT "A"

SCOPE OF SERVICES

Financial Management Number: 429949-1-58-01

County Road 470 is an existing major collector corridor that facilitates both vehicular and truck traffic between several State Highways (State Road 44 and State Road 35/US 301) and Interstate I-75. The section of County Road 470 west of I-75 east to the CSX railroad is in poor condition and will continue to degrade, and increased maintenance will be necessary.

Rehabilitation of County 470:

Sumter County is proposing to rehabilitate County Road 470 from the west side of I-75 to the CSX Right-of-Way (i.e. 900 linear feet). The method to improve County Road 470 includes milling 2.5" of the existing asphalt, resurfacing with 1.5" of FC 12.5 Asphalt Surface Course and 1" of SP 9.5 to bring it back to grade. Thermoplastic Striping will be placed to meet FDOT Standards. Maintenance of Traffic will be provided, as needed to complete the project.

The parties hereto acknowledge and agree that the design plans for this Project are not yet complete and are subject to review by the DEPARTMENT. Upon final approval by the DEPARTMENT, this Agreement shall be amended to include said plans in the agreement. The parties further agree that the plans will be incorporated into the terms of this Agreement by reference and that the COUNTY hereby approves and delegates to _____ the authority to enter into an amendment of this agreement to accomplish said task. No further Board or Council action shall be required to amend this agreement for the sole purpose of incorporating the plans.

Exhibit "B"

ESTIMATED SCHEDULE OF FUNDING

Financial Management Number: 429949-1-58-01

Phase	Funding Department Participation
Design	$10,000.00
Construction/CEI	$217,000.00/4,000.00
Total Estimated Project Cost	$231,000.00

* The Department's share of the Total Project Cost is a maximum limited amount that will not increase. In the event the Total Project Cost exceed the cost included in this Schedule of Funding, the COUNTY will be solely responsible to provide the additional funds that are necessary to complete the Project.
The funding for the phases above are cost estimates only, and are subject to be increased or decreased depending on at what the actual costs come in.

EXHIBIT "C"

ESTIMATED PROJECT PRODUCTION SCHEDULE

Financial Management Number: 429949-1-58-01

• FDOT/County Agreement Signed	March 2011
• Sumter County Begin Roadway Design	April 2011
• Complete Design Plans	July 2011
• FDOT Approval	August 2011
• Advertise Project	September 2011
• Receive Bids (Letting)	October 2011
• FDOT/County Approve Contractor	November 2011
• Begin Construction	December 2011
• Complete Construction	March 2012

EXHIBIT "D"
NOTICE OF COMPLETION

SMALL COUNTY ROAD ASSISTANCE PROGRAM AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
And
SUMTER COUNTY

PROJECT DESCRIPTION: Rebuilding County Road 470 from the west side of I-75 to the CSX Right of Way, repaving under the existing guardrails; resurfacing with friction course and adding the thermoplastic striping.

FINANCIAL MANAGEMENT NUMBER: 429949-1-58-01

In accordance with the Terms and Conditions of the SMALL COUNTY ROAD ASSISTANCE PROGRAM AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20___.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT "E"

RESOLUTION

Financial Management Number: 429949-1-58-01

Exhibit "F"

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: Small County Road Assistance Program (SCRAP)

State Awarding Agency: Florida Department of Transportation

Catalog of State Financial Assistance (CSFA) Number: 55-016

Amount: $231,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Authority: Section 339.2816, Florida Statutes

Allowed Activities: The SCRAP Program is to assist small county governments in resurfacing and reconstructing county roads, which were part of the county road system on June 10, 1995.

Eligibility: Section 339.2816, Florida Statutes, establishes criteria to be considered by the DEPARTMENT in order to determine a county's eligibility to qualify for funding under the program. They include:

1. The county has enacted the maximum rate of the local option fuel tax authorized by Section 336.025(1)(a), Florida Statutes
2. The physical condition of the road as measured by the DEPARTMENT.
3. Whether the road is used as an evacuation route.
4. Whether the road has high levels of agricultural travel.
5. Whether the road is considered a major arterial route.
6. Whether the road is considered a feeder road.
7. Whether the road is located in a fiscally constrained county, as defined in Section 218.67(1), Florida Statutes.
8. Other criteria related to the impact of a project on the public road system or on the state or local economy as determined by the DEPARTMENT.

Restrictions: Eligible counties must have a population of 75,000 or less according to 1990 federal census data.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, SUPPORTING THE SMALL COUNTY ROAD ASSISTANCE PROGRAM, C-470 PROJECT, FM 429949-1-58-01, AND AUTHORIZING DON BURGESS TO EXECUTE THE AGREEMENT.

WHEREAS, Sumter County has received notification that the Florida Department of Transportation has agreed in principal under the Small County Road Assistance Program as authorized by Section 339-2816, Florida Statutes to rebuild C-470 from west of I-75 to the CSX Right of Way, and

WHEREAS, the Board desires to authorize Don Burgess to execute all agreements required to go forward with this project,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sumter County, Florida, as follows:

1. Don Burgess, Chairman of the Board of County Commissioners of Sumter County, Florida is herby authorized to execute all agreements and documents required to implement the Small County Road Assistance Program as authorized by Section 339-2816, Florida Statutes to rebuild C-470 from west of I-75 to the CSX Right of Way.

2. A copy of this resolution shall be spread among the minutes of this Board and shall be furnished to the Florida Department of Transportation and such other appropriate authorities as needed.

DONE and RESOLVED this _____ day of _____2011, at _____, Sumter County, Florida. Time adopted: _____ p.m.

ATTEST: GLORIA HAYWARD
CLERK & AUDITOR

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: _____
Don Burgess
Chairman