

City of South Daytona

Office of the City Manager / Department of Public Works

Post Office Box 214960 • South Daytona, FL 32121-4960 • 386/322-3080 • FAX 386/322-3080



MEMORANDUM

AGENDA ITEM

D20 DATE 3/9/2021

To: James L. Gillis Jr., City Manager

From: Brian Peek, Public Works Director *BP*

Re: SunTrail Design Agreement with FDOT and Mead and Hunt

Date: March 3, 2021

The Saint John's River to Sea Loop Trail system allows for bicyclists and pedestrians to travel up and down our coast and east to west from the St. Johns River to the coast. South Daytona's segment of the much larger trail system begins at the intersection of Sauls Street and Madeline Avenue/McDonald Road picking up from Port Orange. The trail will extend northerly along Sauls Street towards Reed Canal Road and continue east on the south side of Reed Canal. At Anastasia Drive, the proposed trail will cross over Reed Canal Road and continue east to Carmen Drive. The trail is then proposed to head north along Carmen Drive ending at Ridge Boulevard and connecting to the existing trail segment. Total project length is approximately 1.949 miles (depicted below):



Mead and Hunt, a local engineering firm currently retained through a continuing service contract will be designing this trail. This firm has a team fully dedicated to designing such projects and are excited to pursue a model of the eight to twelve-foot-wide trail that will uniquely fit South Daytona and its residents. FDOT committed \$1.1 million towards the design of this trail section. The total cost with contingency presented by Mead and Hunt summed to \$981,116. FDOT agreed to the presented scope of services and compensation, and the full packet from Mead and Hunt is attached as Exhibit "A" to this memo.

Services performed by Mead and Hunt (and their subcontractors) shall include topographic/boundary survey, geotechnical investigations, environmental assessment(s), and engineering design. Right of way acquisition or any easement/easement modifications may be required and will be determined during this design phase. Coordination with Florida East Coast Railway will also be required ensuring the appropriate design and permits are in place due to the existing railroad within the project limits. All pedestrian accommodations shall adhere to current ADA standards.

Exhibit "B" and "C" are also attached to this memo which includes the FDOT State-Funded Grant Agreement and the Consultant's Competitive Negotiation Act (CCNA) Letter signed by Wade Vose and required by FDOT, respectively.

The following schedule is presented as the official schedule between FDOT, Mead and Hunt, and South Daytona. An approval of this work and agreement at the March 9th meeting will start us down the path of making a new and interesting feature in the City that also allows for safe bike/ped travel.

Design Schedule (MM/DD/YYYY):

Date Agreement Needed	:	02/22/2021
Board Date	:	03/09/2021
Begin Design or NTP to Consultant Firm	:	03/29/2021
30% Plans Submittal	:	09/10/2021
60% Plans Submittal	:	11/24/2021
90% Plans Submittal	:	02/07/2022
Final Plans Submittal	:	07/07/2022

At this time, FDOT has pulled funding for the construction phase due to COVID impacts. However, Staff fully supports the design of this new feature through our City with great anticipation of its eventual construction.

Exhibit A:

Mead and Hunt Scope of Work and Compensation Agreement

WORK AUTHORIZATION # _____

PROJECT TITLE: **SJR2C LOOP TRAIL (SAULS STREET/MCDONALD ROAD TO CARMEN DRIVE/RIDGE BOULEVARD)**

In accordance with the terms of the Continuing Engineering Services Agreement dated August 3, 2018 between the City of South Daytona, Florida (CITY) and Mead & Hunt Inc. (CONSULTANT) the following Scope of Work and Schedule of Payments are agreed to by the parties of the Agreement:

BACKGROUND: The CITY has received funding from the Florida Department of Transportation (FDOT) for the design of the CITY's portion of the proposed SJR2C Loop Trail (Project) between Sauls Street/Mcdonald Road and Carmen Drive/Ridge Boulevard. FDOT completed a Preliminary Engineering Report/Project Development & Environment (PER/PD&E) in April 2020. The CITY desires to modify the alignment of the trail as described in the PER/PD&E along Reed Canal Road between Sauls Street and Oak Lea Drive to locate the trail along the south side of the existing canal in existing Volusia County-owned right-of-way. The CITY also desired to consider an alternate alignment along Oak Glen Drive and across the CITY-owned stormwater facility property to avoid potential limited right-of-way concerns on Sauls Street approaching Reed Canal Road.

SCOPE OF WORK: See attached Scope of Services in FDOT standard format, as Exhibit A. A limited preliminary design effort has been included for the revised alignment portion of the trail.

BASIS OF DESIGN: The basis of the design shall be the April 2020 PER/PD&E, except for alternate alignment portion.

EXCLUSIONS: The following work is specifically excluded from the scope:

- Design of Reed Canal Road railroad crossing modifications (existing pedestrian crossing will be utilized)
- Property/right-of-way acquisition
- Contaminated soil or hazardous material effort
- Environmental mitigation
- New Reed Canal crossing design (Oak Lea Drive crossing will be utilized)
- Public involvement assistance during preliminary design phase
- Update to PD&E (it is assumed that the alternate alignment is non-substantial change)

SCHEDULE: CONSULTANT will strive to complete the work according to the following schedule

Data Collection/Survey	60 days upon Notice to Proceed
Preliminary Design (PD) of Alternate Route	30 days upon receipt of survey
Phase 1/30% Design	60 days upon receipt of CITY PD comments
Phase 2/60% Design	60 days upon receipt of CITY 30% comments
Phase 3/90% Design	60 days upon receipt of CITY 60% comments
Permitting	90 days upon CITY acceptance of 90% deliverable
Phase 4/100% Design	15 days upon receipt of permits

The above timeframes assume 15 days for CITY review of each design deliverable and 45 days permit agency review. The total project duration is estimated at 465 days.

COMPENSATION: CONSULTANT will invoice for work according to the following:

<u>Work Description</u>	<u>Fee Basis</u>	<u>Fee</u>
Data Collection/Survey and Geotech Coordination	Lump Sum	\$41,514
Preliminary Design (PD) of Alternate Route	Lump Sum	\$69,656
Utility Coordination	Lump Sum	\$30,632
Phase I/30% Design	Lump sum	\$117,864
Phase II/60% Design	Lump sum	\$176,796
Phase III/90% Design	Lump sum	\$235,728
Drainage/Permitting	Lump sum	\$48,094
Phase IV/100% Design	Lump sum	\$58,932
Out of Pocket Expenses	Actual Cost	\$55,000
Survey Allowance	Actual Cost	\$61,500
Geotechnical Allowance	Actual Cost	\$5,400
Contingency Allowance	TBD	<u>\$80,000</u>
	TOTAL	\$981,116

Contingency can only be billed against via separate authorization by CITY.

AUTHORIZATION/ACCEPTANCE:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may need to be modified by CONSULTANT.

Accepted: CITY OF SOUTH DAYTONA

Approved: MEAD & HUNT, INC.

By: _____

By:  _____

Name: WILLIAM C. HALL

Name: David King, PE

Title: MAYOR

Title: Vice President/Business Unit Leader

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: _____

Date: November 16, 2020

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE MEAD & HUNT, INC. (CONTRACTOR) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF SOUTH DAYTONA, 1672 SOUTH RIDGEWOOD AVENUE, SOUTH DAYTONA, FL 32937, CITY MANAGER, JAMES L. GILLIS, JR., (386) 3223000, LGILLIS@SOUTHDAYTONA.ORG

November 16, 2020

EXHIBIT A



SCOPE OF SERVICES

FOR

SJR2C Loop Trail from Sauls Street/McDonald Road to Carmen Drive/Ridge Boulevard

FINANCIAL PROJECT ID (FPID) 439865-4-34-01

VOLUSIA COUNTY

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

This Exhibit forms an integral part of the agreement between the City of South Daytona (hereinafter referred to as the CITY) and Mead and Hunt, Inc. (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Financial Project ID:	439865-4-34-01
Federal Aid Project No.:	N/A
County Section No.:	N/A
Description:	SJR2C Loop Trail from Sauls Street/McDonald Road to Carmen Drive/Ridge Boulevard
County:	Volusia
Bridge No.:	N/A
Context Classification:	C3R

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the CITY in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

- Major work mix include: Multi-Use Trail
- Major work groups include: 3.1
- Minor work groups include: 4.1.2, 5.4, 7.1

Alternative construction contracting methods have NOT been identified for this project at this time.

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT policy, procedures and requirements. These Contract documents will be used by the contractor to build the project and test the project components. These Contract documents will be used by the CITY or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work in the FDOT Design Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicate which items of work will be the responsibility of the CONSULTANT and/or the CITY.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements

to the original concepts may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the CITY and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with FDOT procedures. CONSULTANT is expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. The CONSULTANT shall provide qualified technical and professional personnel to perform to CITY and FDOT standards and procedures, the duties and responsibilities assigned under the terms of this agreement. The CONSULTANT shall minimize to the maximum extent possible the CITY's need to apply its own resources to assignments authorized by the CITY.

The CITY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The CITY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies. If a Preliminary Engineering Report is available from a prior or current Project Development and Environmental (PD&E) study, the CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the CITY.

Financial Project ID: 437489-1-32-01

This trail project is located within the City of South Daytona and is part of the Saint John's River to Sea Loop Trail system. This segment, of the much larger trail system, begins at the intersection of Sauls Street and McDonald Road. The trail will extend northerly along Sauls Street towards Reed Canal Road. The trail will continue east on Reed Canal Road (on the south side of Reed Canal) and at Oak Lea Drive, the proposed trail will cross over Reed Canal Road and continue east to Carmen Drive. The trail is then proposed to head north along Carmen Drive ending at Ridge Boulevard, connecting to the existing trail segment. Total project length is approximately 1.949 miles. Along Sauls Street from George Hecker Drive to Reed Canal Road, sharrows are proposed within the roadway in lieu of the trail. Also, just west of Carmen Drive, a railroad crossing exists. The trail will cross the railroad tracks within the rail right of way, therefore design will be required to follow rail guidelines and requirements.

Project scope includes design of an eight to twelve-foot-wide trail. Design services shall include topographic/boundary survey, geotechnical investigations, environmental assessment(s), and engineering design. Utility coordination will be required. Coordination for permitting needs will be anticipated. Right of way acquisition or any easement/easement modifications may be required and will be determined during the design phase. Coordination with rail is required to ensure the appropriate design and permits are in place due to the existing railroad within the project limits. All pedestrian accommodations shall adhere to current ADA standards. Design of this trail shall follow the PD&E study completed on 439865-1-22-01, except for along Reed Canal Road between Sauls Street and Oak Lea Drive where the trail will be located on the south side of the canal versus the north side as represented in the study. The trail may also be routed along Oak Glen

Drive and across a CITY-owned stormwater facility property to avoid the restricted right-of-way at Sauls Street and Reed Canal Road.

The project will be bid as conventional construction project.

SPECIFIC EXCLUSIONS:

See CITY Work Authorization.

The CONSULTANT shall incorporate the following into the design of these facilities:

2.1 Project General and Roadway (Activities 3, 4, and 5)

Preliminary Design of Alternate Route: CONSULTANT shall prepare preliminary design of alternate route along south side of canal along Reed Canal Road between Sauls Street and Oak Lea Drive and along Oak Glen Drive from Sauls Street, across CITY-owned stormwater facility to determine the suitability of the alternate route for the trail. Factors that will be evaluated include:

- Available right-of-way or otherwise CITY owned land
- Canal cross section and conveyance impacts utilizing previously prepared SWMM model
- Structural wall options
- Potential to utilize available right-of-way on south side of canal for trail to reduce impacts to the canal and existing trees

Public Involvement: CITY to provide. CONSULTANT will attend up to three (3) public meetings and present work product.

Other Agency Presentations/Meetings: CITY to provide.

Joint Project Agreements: N/A

Specification Package Preparation: N/A, to be included in Plans Update/Bidding Phase via a supplemental scope of work.

Value Engineering: N/A

Risk Assessment Workshop: N/A

Plan Type: The CONSULTANT shall provide only the roadway plans and miscellaneous details necessary to construct this project. The CONSULTANT shall develop and sign and seal the plans electronically.

Typical Section: The CONSULTANT will prepare typical sections.

Right-of-Way: CITY is responsible for any required Right-of-Way (R/W) or easement acquisition. Right-of-way (R/W) acquisition is not anticipated to be required for this project. Existing R/W lines, including stations and offset distances at breaks, will be shown on all plan sheets. Limited R/W at Sauls Street and Reed Canal Road is anticipated.

Pavement Design: N/A

Level of Temporary Traffic Control Plans (TTCP): The CONSULTANT shall provide a Level I TTCP for the project.

Design Variations/Exceptions: Design Variations/Exceptions approved during the PER effort will be relied upon. No additional Design Variations/Exceptions are anticipated or included.

2.2 Drainage (Activities 6a and 6b)

System Type: The project will not require the development of a stormwater management system. Existing drainage will be modified as needed to accommodate the improvements. A limited amount of drainage evaluation for the impact to the Reed Canal capacity is anticipated for permitting with Volusia County.

2.3 Utilities Coordination (Activity 7)

The CONSULTANT will be responsible for utility coordination associated with the project.

The CONSULTANT will identify existing utilities within the project area via acquisition of a Sunshine 811 "design" ticket. The CONSULTANT shall further coordinate with Utility Agency/Owners (UAOs) to collect Level C and D information from the UAOs and designate such on utility plan sheets in construction drawings.

The CONSULTANT will be responsible for showing areas that may be affected by construction. The CONSULTANT will evaluate utilities for potential impacts and prepare a FDOT-standard Utility Conflict Matrix as directed by Section 7.7 of this document. The matrix will be required with the Phase II submittal and will be updated and submitted with every phase thereafter.

The CONSULTANT is to review the UAO marked up plans and the Utility Work Schedules as they are received and assure that they are compatible with the proposed design features in the plans. The CONSULTANT shall review the specific details of the markups and schedules with the CITY Project Manager as required to finalize the status of each potential conflict. The CONSULTANT shall also verify that the schedules conform to the construction phasing and TTCP sequences.

The CONSULTANT will provide utility relocation design for the expected limited amount of relocation of the CITY's water and wastewater facilities which may include fire hydrant relocations, valve/manhole vertical adjustments and water meter relocations. Relocation of water or wastewater mains, including vertical or horizontal adjustments is not expected to be required and the design of such is not included in this scope.

Collection of level A and B utility information is not included.

2.4 Environmental Permits, Compliances, and Clearances (Activity 8)

The CONSULTANT shall coordinate with the following agencies for the following expected permits:

- Environmental Resource Permit from St. Johns River Water Management District
- Volusia County Right-of-Way Use Permit
- US Army Corps of Engineers Nationwide Permit

The CONSULTANT shall be responsible for the coordination and applications for these permits. All application and processing fees, including fees for any public notice required by the permit, shall be paid for by the CONSULTANT.

A field review of the project area by the CONSULTANT's ecological subconsultant to determine the existence of wetland and threatened/endangered/listed species and potential impact to such by the construction is included. The CITY will provide compensatory wetland mitigation in accordance with Section 373.4137, Florida Statutes or species habitat impact if required.

2.5 Structures (Activities 9 – 18)

The CONSULTANT will be responsible for the structural design of a retaining wall or similar system along the south bank of the Reed Canal from Sauls Street to Oak Lea Drive. No modifications to the bridge culvert at Oak Lea Drive is expected or included.

2.6 Signing and Pavement Markings (Activities 19 & 20)

The CONSULTANT shall be responsible for the design, details, and quantities associated with signing and pavement markings for the project. The CONSULTANT shall evaluate and design all signs within project area to meet current Design Standards.

2.7 Signalization (Activities 21 & 22)

The CONSULTANT shall be responsible for the design of Rapid Flashing Beacons for the crossing of Reed Canal Road at Oak Lea Drive. No modification to railroad crossing signalization or signalized pedestrian crossing at Reed Canal Road and Carmen Drive intersection is expected/included. The CONSULTANT shall evaluate and design all signs to meet current Design Standards

2.8 Lighting (Activities 23 & 24)

The CONSULTANT will be responsible for lighting design of lighting system to illuminate the trail between Sauls Street and Oak Lea Drive. The lighting system will be CITY-owned and maintained and shall include underground distribution and LED decorative fixtures and poles.

2.9 Landscape Architecture (Activities 25 & 26)

Not applicable for this project.

2.10 Survey (Activity 27)

The CONSULTANT will be responsible for the collection of the design survey from the CITY's continuing contract surveyor. The CONSULTANT shall coordinate with surveyor. Expected survey needs and coordination are as follow:

- Route topographic survey
- Right-of-way survey for Sauls Street, Reed Canal Road and Carmen Drive
- Tree and wetland survey for area along south side of canal on Reed Canal Road

2.11 Photogrammetry (Activity 28)

Not applicable for this project.

2.12 Mapping (Activity 29)

Control Survey Map: To be provided by CITY's surveyor.

Right-of-Way Map: To be provided by CITY's surveyor.

Maintenance Map: To be provided by CITY's surveyor.

Legal Descriptions: To be provided by CITY's surveyor.

Miscellaneous Items: To be provided by CITY's surveyor.

2.13 Terrestrial Mobile LiDAR (Activity 30)

Not applicable for this project.

2.14 Architecture (Activity 31)

Not applicable for this project.

2.15 Noise Barriers (Activity 32)

Not applicable for this project.

2.16 Intelligent Transportation Systems (Activities 33 & 34)

Not applicable for this project.

2.17 Geotechnical (Activity 35)

The CONSULTANT will be responsible for the collection of the design survey from the CITY's continuing contract geotechnical consultant. The CONSULTANT shall coordinate with CITY geotechnical consultant. Expected survey needs and coordination are as follow:

- Route topographic survey
- Right-of-way survey for Sauls Street, Reed Canal Road and Carmen Drive
- Tree and wetland survey for area along south side of canal on Reed Canal Road

2.18 3D Modeling (Activity 36)

The CONSULTANT shall prepare a 3D model for the project. The model(s) shall be prepared using the latest FDOT software in accordance with the FDOT CADD Manual.

2.19 Project Schedule

See CITY Work Authorization.

Periodically, throughout the life of the contract, the project schedule shall be reviewed and, with the approval of the CITY, adjusted as necessary to incorporate changes in the Scope of Services and progress to date.

The approved monthly updated project schedule and schedule status report shall be submitted with the monthly progress report to the CITY's Project Manager. Initial and revised schedules shall be submitted electronically in *.pdf, Word, or Excel format.

2.20 Submittals

The CONSULTANT shall furnish construction contract documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the CITY. The CITY will determine the specific number of copies required prior to each submittal. The CITY will coordinate review by the DEPARTMENT.

It is assumed that the DEPARTMENT will utilize the Electronic Review and Comment (ERC) system for project reviews. The CITY's Project Manager will coordinate with the DEPARTMENT for the required access into the ERC system.

Alignment Submittals: N/A

Survey Submittals: N/A

UAO Identification / Sunshine 811 "Design" Ticket: A copy of the Sunshine 811 "design" ticket listing all utility owners within the project limits shall be transmitted to the Project Manager at the onset of the design survey effort. The ticket shall be included with all phase submittals. See Section 7.2 for additional information regarding this requirement.

Miscellaneous Design/ Production Document Submittals: The CONSULTANT shall submit to the CITY for review, and receive concurrence for, the Initial Project Schedule, the Typical Section Package, and other documents as required by the FDOT Design Manual (FDM) and the Scope of Services.

PRELIMINARY DESIGN:

The CONSULTANT shall submit to the CITY's Project Manager for distribution:

- one (1) electronic copy of Preliminary Design letter report which will include discussion of preliminary design factors, evaluation of such and recommendation of alternate route. Conceptual layout and cross sections for the recommended alternate route will also be included.

PHASE I/30%:

The CONSULTANT shall submit to the CITY's Project Manager for distribution:

- one (1) electronic copy of the Plans,

The submittal shall, at a minimum, include *.pdf files of the components listed above, as well as the Sunshine 811 "design" ticket.

Along with the Phase I plans submittal, the CONSULTANT shall submit the construction cost estimate using the DEPARTMENT's Long-Range Estimating System (L.R.E.). The CITY will coordinate with DEPARTMENT to provide the CONSULTANT with a version of the L.R.E. in the system for their use.

PHASE II/60%:

The CONSULTANT shall submit to the CITY's Project Manager for distribution:

- one (1) electronic copy of the Plans,
- one (1) electronic copy of any Technical Special Provision (if applicable)

The submittal shall, at a minimum, include *.pdf files of the components listed above, as well as the Sunshine 811 "design" ticket, and Utility Conflict Matrix.

Along with the Phase II plans submittal, the CONSULTANT shall submit the construction cost estimate using the DEPARTMENT's Long-Range Estimating System (L.R.E.).

PHASE III/90%:

The CONSULTANT shall submit to the DEPARTMENT's Design Project Manager for distribution:

- one (1) electronic copy of the Plans,
- one (1) electronic copy of any Technical Special Provision (if applicable)
- one (1) electronic copy of the CONSULTANT's Construction Cost Estimate,
- one (1) electronic copy of the CONSULTANT's Contract Time Estimate,

The submittal shall, at a minimum, include *.pdf files of the components listed above, as well as the Sunshine 811 "design" ticket, and Utility Conflict Matrix.

PHASE IV/100%:

The CONSULTANT shall submit to the DEPARTMENT's Design Project Manager for distribution:

- one (1) electronic copy of the Plans,
- one (1) electronic copy of the CONSULTANT's Construction Cost Estimate,
- one (1) electronic copy of the CONSULTANT's Contract Time Estimate,

The submittal shall, at a minimum, include *.pdf files of the components listed above, as well as the Sunshine 811 "design" ticket, and Utility Conflict Matrix.

The CONSULTANT must submit an electronic copy of the Plans Update Memo to describe in general terms the changes made to each sheet since the project was "shelved". A copy of the Plans Update Memo can be obtained from the DEPARTMENT's Design Project Manager.

2.21 Provisions for Work

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the DEPARTMENT which include, but are not limited to, publications such as:

- General
 - Title 29, Part 1910, Standard 1910.1001, Code of Federal Regulations (29 C.F.R. 1910.1001) – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
 - 29 C.F.R. 1926.1101 – Asbestos Standard for Construction, OSHA
 - 40 C.F.R. 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)

- 40 C.F.R. 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 C.F.R. 763, Subpart G – Asbestos Worker Protection, EPA
- Americans with Disabilities Act (ADA) Standards for Accessible Design
- AASHTO – A Policy on Design Standards Interstate System
- AASHTO – Roadside Design Guide
- AASHTO – Roadway Lighting Design Guide
- AASHTO – A Policy for Geometric Design of Highways and Streets
- AASHTO – Highway Safety Manual
- Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers
- Chapter 469, Florida Statutes (F.S.) – Asbestos Abatement
- Rule Chapter 62-257, F.A.C., Asbestos Program
- Rule Chapter 62-302, F.A.C., Surface Water Quality Standards
- Code of Federal Regulations (C.F.R.)
- Florida Administrative Codes (F.A.C.)
- Chapters 20, 120, 215, 455, Florida Statutes (F.S.) – Florida Department of Business & Professional Regulations Rules
- Florida Department of Environmental Protection Rules
- FDOT Basis of Estimates Manual
- FDOT Computer Aided Design and Drafting (CADD) Manual
- FDOT Standard Plans
- FDOT Flexible Pavement Design Manual
- FDOT - Florida Roundabout Guide
- FDOT Handbook for Preparation of Specifications Package
- FDOT Instructions for Design Standards
- FDOT Instructions for Structures Related Design Standards
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (“Florida Greenbook”)
- FDOT Materials Manual
- FDOT Pavement Type Selection Manual
- FDOT Design Manual
- FDOT Procedures and Policies
- FDOT Procurement Procedure 001-375-030, Compensation for Consultant Travel Time on Professional Services Agreements
- FDOT Project Development and Environmental Manual
- FDOT Project Traffic Forecasting Handbook
- FDOT Public Involvement Handbook
- FDOT Rigid Pavement Design Manual
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation Manual
- Manual on Speed Zoning for Highways, Roads, and Streets in Florida
- Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA – National Cooperative Highway Research Program (NCHRP) Report 672, Roundabouts: An Informational Guide
- FHWA Roadway Construction Noise Model (RCNM) and Guideline Handbook
- Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction Conditions 2005
- Florida Statutes (F.S.)
- Florida’s Level of Service Standards and Guidelines Manual for Planning
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)
- Quality Assurance Guidelines

- Safety Standards
- Any special instructions from the DEPARTMENT
- Roadway
 - FDOT – Florida Intersection Design Guide
 - FDOT - Project Traffic Forecasting Handbook
 - FDOT - Quality/Level of Service Handbook
 - Florida's Level of Service Standards and Highway Capacity Analysis for the SHS
 - Transportation Research Board (TRB) - Highway Capacity Manual
- Permits
 - Chapter 373, F.S. – Water Resources
 - US Fish and Wildlife Service Endangered Species Programs
 - Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
 - Bridge Permit Application Guide, COMDTPUB P16591.3C
 - Building Permit
 - US Army Corps of Engineers, 33 CFR 325.1 (d)
- Drainage
 - FDOT Bridge Hydraulics Handbook
 - FDOT Culvert Handbook
 - FDOT Drainage Manual
 - FDOT Erosion and Sediment Control Manual
 - FDOT Exfiltration Handbook
 - FDOT Hydrology Handbook
 - FDOT Open Channel Handbook
 - FDOT Optional Pipe Materials Handbook
 - FDOT Storm Drain Handbook
 - FDOT Stormwater Management Facility Handbook
 - FDOT Temporary Drainage Handbook
 - FDOT Drainage Connection Permit Handbook
 - FDOT Bridge Scour Manual
- Survey and Mapping
 - District 3 Surveying Guidelines
 - Survey Safety Handbook
 - Minimum Technical Standards for Surveying and Mapping Rule SJ-17
 - All applicable Florida Statutes and Administrative Codes
 - Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
 - FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002
 - FDOT Right of Way Mapping Handbook
 - FDOT Surveying Procedure Topic 550-030-101
 - Florida Department of Transportation Right of Way Procedures Manual
 - Florida Department of Transportation Surveying Handbook
 - Right of Way Mapping Procedure 550-030-015
 - All other applicable Department procedures, handbooks, and manuals
- Traffic Engineering and Operations and ITS
 - AASHTO - An Information Guide for Highway Lighting
 - AASHTO - Guide for Development of Bicycle Facilities
 - FHWA Standard Highway Signs Manual
 - FDOT Manual on Uniform Traffic Studies (MUTS)
 - FDOT Median Handbook
 - FDOT Traffic Engineering Manual
 - Minimum Specifications for Traffic Control Signal Devices
 - National Electric Safety Code
 - National Electrical Code

- Florida's Turnpike Enterprise
 - Florida's Turnpike Plans Preparation and Practices Handbook (TPPPH)
 - Florida's Turnpike Lane Closure Policy
 - Florida's Turnpike Drainage Manual Supplement
 - Rigid Pavement Design Guide for Toll Locations with Electronic Toll Collection
 - Flexible Pavement Design Guide for Toll Locations with Electronic Toll Collection
 - Florida's Turnpike General Tolling Requirements (GTR)
 - Additional Florida's Turnpike Enterprise standards, guides, and policies for design and construction can be found on the FTE Design Website: <http://design.floridasturnpike.com>
- Traffic Monitoring
 - American Institute of Steel Construction (AISC) Manual of Steel Construction, referred to as "AISC Specifications"
 - American National Standards Institute (ANSI) RP-8-00 Recommended Practice for Roadway Lighting
 - AASHTO AWS D1.1/ANSI Structural Welding Code – Steel
 - AASHTO D1.5/AWS D1.5 Bridge Welding Code
 - FHWA Traffic Detector Handbook
 - FDOT General Interest Roadway Data Procedure
 - FHWA Traffic Monitoring Guide
 - FDOT's Traffic/Polling Equipment Procedures
- Structures
 - AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications and Interims
 - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
 - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims.
 - AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
 - AASHTO Guide Specifications for Structural Design of Sound Barriers
 - AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges
 - FDOT Bridge Load Rating Manual
 - FDOT Structures Manual
 - FDOT Structures Design Bulletins (available on FDOT Structures web site only)
- Geotechnical
 - FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
 - Manual of Florida Sampling and Testing Methods
 - Soils and Foundation Handbook
 -
- Landscape Architecture
 - Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants
- Architectural
 - Building Codes
 - Florida Building Code:
 - Building
 - Fuel Gas
 - Mechanical
 - Plumbing
 - Existing Building
 - Florida Accessibility Code for Building Construction

- Rule Chapter 60D, F.A.C., Division of Building Construction
- Chapter 553, F.S. – Building Construction Standards
- ANSI A117.1 2003 Accessible and Usable Building and Facilities
- Titles II and III, Americans With Disabilities Act (ADA), Public Law 101-336; and the ADA Accessibility Guidelines (ADAAG)
- **Architectural – Fire Codes and Rules**
 - National Fire Protection Association (NFPA) - Life Safety Code
 - NFPA 70 - National Electrical Code
 - NFPA 101 - Life Safety Code
 - NFPA 10 - Standard for Portable Fire Extinguishers
 - NFPA 11 - Standard for Low-Expansion Foam Systems
 - NFPA 11A - Standard for High- and Medium-Expansion Foam Systems
 - NFPA 12 - Standard for Carbon Dioxide Extinguishing Systems
 - NFPA 13 - Installation of Sprinkler Systems
 - NFPA 30 - Flammable and Combustible Liquids Code
 - NFPA 54 - National Gas Fuel Code
 - NFPA 58 - LP-Gas Code
 - Florida Fire Prevention Code as adopted by the State Fire Marshal – Consult with the Florida State Fire Marshal's office for other frequently used codes.
- **Architectural – Extinguishing Systems**
 - NFPA 10 - Fire Extinguishers
 - NFPA 13 - Sprinkler
 - NFPA 14 - Standpipe and Hose System
 - NFPA 17 - Dry Chemical
 - NFPA 20 - Centrifugal Fire Pump
 - NFPA 24 - Private Fire Service Mains
 - NFPA 200 - Standard on Clean Agent Fire Extinguishing Systems
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- **Architectural – Detection and Fire Alarm Systems**
 - NFPA 70 - Electrical Code
 - NFPA 72 - Standard for the Installation, Maintenance and Use of Local Protective Signaling Systems
 - NFPA 72E - Automatic Fire Detectors
 - NFPA 72G - Installation, Maintenance, and Use of Notification Appliances
 - NFPA 72H - Testing Procedures for Remote Station and Proprietary Systems
 - NFPA 74 - Household Fire Warning Equipment
 - NFPA 75 - Protection of Electronic Computer Equipment
- **Architectural – Mechanical Systems**
 - NFPA 90A - Air Conditioning and Ventilating Systems
 - NFPA 92A - Smoke Control Systems
 - NFPA 96 - Removal of Smoke and Grease-Laden Vapors from Commercial Cooking Equipment
 - NFPA 204M - Smoke and Heating Venting
- **Architectural – Miscellaneous Systems**
 - NFPA 45 - Laboratories Using Chemicals
 - NFPA 80 - Fire Doors and Windows
 - NFPA 88A - Parking Structures
 - NFPA 105 - Smoke and Draft-control Door Assemblies
 - NFPA 110 - Emergency and Standby Power Systems
 - NFPA 220 - Types of Building Construction
 - NFPA 241 - Safeguard Construction, Alteration, and Operations

- Rule Chapter 69A-47, F.A.C., Uniform Fire Safety for Elevators
- Rule Chapter 69A-51, F.A.C., Boiler Safety
- Architectural – Energy Conservation
 - Rule Chapter 60D-4, F.A.C., Rules for Construction and Leasing of State Buildings to Insure Energy Conservation
 - Section 255.255, F.S., Life-Cycle Costs
- Architectural – Elevators
 - Rule Chapter 61C-5, F.A.C., Florida Elevator Safety Code
 - ASME A-17.1, Safety Code for Elevators and Escalators
 - Architectural – Floodplain Management Criteria
 - Section 255.25, F.S., Approval Required Prior to Construction or Lease of Buildings
 - Rules of the Federal Emergency Management Agency (FEMA)
- Architectural – Other
 - Rule Chapter 64E-6, F.A.C., Standards for On Site Sewage Disposal Systems (Septic Tanks)
 - Rule Chapter 62-600, F.A.C., Domestic Wastewater Facilities
 - Rule Chapter 62-761, F.A.C., Underground Storage Tank Systems
 - American Concrete Institute
 - American Institute of Architects - Architect's Handbook of Professional Practice
 - American Society for Testing and Materials - ASTM Standards
 - Brick Institute of America
 - DMS - Standards for Design of State Facilities
 - Florida Concrete Products Association
 - FDOT – ADA/Accessibility Procedure
 - FDOT – Building Code Compliance Procedure
 - FDOT – Design Build Procurement and Administration
 - LEED (Leadership in Energy and Environmental Design) Green Building Rating System
 - National Concrete Masonry Association
 - National Electrical Code
 - Portland Cement Association - Concrete Masonry Handbook
 - United State Green Building Council (USGBC)
-

2.22 Services to be Performed by the CITY

See CITY Work Authorization.

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4 (Roadway Analysis) through 35 (Geotechnical). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans and completion of quantities, the DEPARTMENT's Long-Range Estimate (L.R.E.) system will be used to produce a conceptual estimate, according to District policy. A Summary of Pay Items sheet shall be prepared with all required Phase II, III, and IV Plans submittals.

A Project Summary of Pay Items sheet shall be prepared with Phase II and subsequent plans submittals. The Phase II (60%) submittal shall have all pay items identified with or without quantities.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the Standard Specifications and implemented modifications in any way.

The Technical Special Provisions shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the District Specifications Office for initial review at the time of the Phase III plans review submission to the CITY's Project Manager. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the Handbook for Preparation of Specification Packages. The District Specifications Office will forward the Technical Special Provisions to the District Legal Office for their review and comment. All comments will be returned to the CONSULTANT for correction and resolution. Final Technical Special Provisions shall be digitally signed and sealed in accordance with applicable Florida Statutes.

The CONSULTANT shall contact the appropriate District Specifications Office for details of the current format to be used before starting preparations of Technical Special Provisions.

Modified Special Provisions: The CONSULTANT shall provide Modified Special Provisions as required by the project. Modified Special Provisions are defined in the Specifications Handbook.

A Modified Special Provision shall not modify the first nine sections of the Standard Specifications and implemented modifications in any way. All modifications to other sections must be justified to the appropriate District and Central Specifications Offices to be included in the project's specifications package.

Field Reviews: The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with CITY and others. The CONSULTANT shall prepare, and submit to the CITY's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

Quality Assurance/Quality Control (QA/QC): It is the intention of the CITY that CONSULTANT, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the ***FDOT Design Manual***, that state and federal design criteria are followed with the concept, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the CITY.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: N/A

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.4 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

3.1 Contract Maintenance and Project Documentation

Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents and developing technical monthly progress reports and schedule updates. Project Documentation includes the compilation and delivery of final documents, reports or calculations that support the development of the contract plans. Once all files have been finalized, the CONSULTANT shall provide them to the CITY's Project Manager.

The CONSULTANT will be required to provide written monthly progress reports (preferably electronic via email) documenting actions taken, actions to be taken, status of project schedule, and the status of the plans.

3.2 Plans Update

N/A, to be addressed in a supplemental scope of work.

3.3 Post Design Services

N/A, to be addressed in a supplemental scope of work.

3.4 Digital Delivery

The CONSULTANT shall deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to the CITY.

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.1 Typical Section Package

The CONSULTANT shall provide an approved signed and sealed Typical Section Package to be submitted to the CITY for review and concurrence prior to the Phase I plans submittal date. This package shall include the following:

- Transmittal Letter, Location Map(s), Typical Section(s), Project Control Sheet(s)

4.2 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, Safe Mobility for Life Program, access management, PD&E documents and scope of work. The CONSULTANT shall also develop utility conflict information to be provided to project Utility Coordinator in the format requested by the CITY.

4.3 Temporary Traffic Control Plan (TTCP) Analysis

The CONSULTANT shall design a safe and effective TTCP to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The Temporary Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the DEPARTMENT.

The CONSULTANT will NOT be required to conduct Lane Closure Analyses.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the CITY's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the CITY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. The CONSULTANT shall be responsible for obtaining local authorities permission for use of detour routes not on state highways.

4.4 Master TTCP Design Files

The CONSULTANT shall develop master TTCP files showing each phase of the TTCP. This includes all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways.

4.5 Selective Clearing and Grubbing

CONSULTANT shall develop clearing and grubbing limits and scope of work and describe such on the plans.

4.6 Design Report

The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope. Reports are to be delivered as a signed and sealed pdf file.

4.7 Quantities

The CONSULTANT shall develop accurate quantities and the supporting documentation, including proposed construction days and total contract time.

4.8 Cost Estimate

The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project.

Phase I - For the Phase I (30%) submittal, the CONSULTANT shall submit the cost estimate using the DEPARTMENT's Long-Range Estimating (L.R.E.) system.

Phase II - For the Phase II (60%) submittal, the CONSULTANT shall submit the cost estimate using the DEPARTMENT's Long-Range Estimating System (L.R.E.).

Phases III & IV - The complete submittal package, including the CONSULTANT's construction cost estimate, will be provided to the District Preliminary Estimates Office at phases III (90%) and IV (100%). The above shall be provided for each component set of plans (i.e., Roadway, Bridge, Signing and Marking, etc.). If the project includes a Special Detour, the CONSULTANT shall prepare and submit a Special Detour Quantity Worksheet for submittal at phase III (90%).

4.9 Technical Special Provisions and Modified Special Provisions

The CONSULTANT shall prepare technical special provisions and modified special provisions as needed.

4.10 Field Reviews

Included.

4.11 Technical Meetings

This task includes effort for (but is not limited to) the following meetings:

Post Phase I/II/III Review Meetings: These meetings will be held with CITY personnel in conjunction with the Utility Design Meeting. The meetings may consist of a Project Briefing, Project Design Review Workshop, and a Field Review.

4.12 Quality Assurance/Quality Control

Included

4.13 Supervision

Included

4.14 Coordination

Included

5 ROADWAY PLANS

The CONSULTANT shall prepare Roadway, TTCP, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.1 Key Sheet

5.2 Summary of Pay Items Including Quantity Input

5.3 Typical Section Sheets

5.3.1 Typical Sections

5.3.2 Typical Section Details

5.4 General Notes/Pay Item Notes

5.5 Summary of Quantities Sheets

5.6 Project Layout

5.7 Plan/Profile Sheet

5.8 Profile Sheet

5.9 Plan Sheet

5.10 Special Profile, if needed

5.11 Back-of-Sidewalk Profile Sheet, if needed

5.12 Cross Sections

5.13 Temporary Traffic Control Plan Sheets

5.14 Temporary Traffic Control Detail Sheets

5.15 Utility Adjustment Sheets

5.16 Selective Clearing and Grubbing Sheet(s)

5.17 Tree Disposition Plan Sheet(s)

5.18 Project Network Control Sheet(s)

5.19 Environmental Detail Sheets

5.20 Utility Verification Sheet(s) (SUE Data)

5.21 Quality Assurance/Quality Control

5.22 Supervision

7 UTILITIES

7.1 Identify Existing Utility Agency Owner(s)

The CONSULTANT will identify all utilities in the corridor during the survey phase by calling Sunshine 811. As-built documentation shall be requested from each UAO for verification of complete

designation, and a review will be made to ensure that field designated data is included on the Phase I plans. Proper identification of design coordination contact information shall be made during this activity. A copy of the Sunshine 811 "design" ticket listing all utility owners within the project limits shall be provided within 10 business days of the Notice to Proceed (NTP) as part of all subsequent phase submittals.

7.2 Make Utility Contacts

The CONSULTANT will make contact and distribute plans to the applicable UAO's. A memo requesting that the UAO's verify/mark all existing facilities will be sent along with the plans.

7.3 Preliminary Utility Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all affected UAO(s) for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facility relocations with the CONSULTANT and other UAOs. The CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

7.4 Individual/Field Meetings

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.5 Collect and Review Plans and Data from UAO(s)

The CONSULTANT will be responsible for reviewing and implementing identified utility locations into the plans as well as producing a Potential Utility Conflict Matrix. The Matrix will include location (station, offset, depth) of existing facilities in relation to proposed construction features, and will be submitted with the Phase II submittal. Subsequent phase submittals will require that the Utility Conflict Matrix be updated and submitted reflecting any design changes or new information.

7.6 Utility Design Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility Design Meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plan (TTCP) (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days.

7.7 Review Utility Markups & Work Schedules and Processing of Schedules & Agreements

The CONSULTANT is to review the UAO marked up plans and the Utility Work Schedules as they are received and assure that they are compatible with the proposed design features in the plans. The CONSULTANT shall review the specific details of the markups and schedules with the CITY as required to finalize the status of each potential conflict. The CONSULTANT shall also verify that the schedules conform to the construction phasing and MOT sequences.

7.8 Utility Coordination/Follow-up

Utility Coordination and Follow-up activities will be performed by the CONSULTANT.

This includes follow-up, interpreting plans, and assisting with coordination of the completion of the UAO(s) work schedule and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. This task can be applied to all phases of the project.

7.9 Utility Constructability Review

Utility Constructability Review activities will be performed by the CONSULTANT.

7.10 Contract Plans to UAO(s)

The CONSULTANT will be submit plans to UAOs.

7.11 Certification/Close-Out

Utility Certification will be performed after all Utility Work Schedules have been executed and the coordination of construction related issues has been completed by the CONSULTANT.

8 ENVIRONMENTAL PERMITS, COMPLIANCE, AND ENVIRONMENTAL CLEARANCES

8.1 Preliminary Project Research

The CONSULTANT shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. The research shall include but should not be limited to a review of the project's PD&E documents including the Environmental Document, Natural Resources Evaluation, and Cultural Resources Assessment Survey.

The CONSULTANT shall research any existing easements or other restrictions that may exist both within or adjacent to the proposed project boundary. Project research may include but should not be limited to review of available: federal, state, and local permit files and databases; and local government information including county and property appraiser data. The CONSULTANT shall determine if any Sovereign Submerged Lands easements need to be modified or acquired. Any applicable information will be shown on the plans as appropriate.

8.2 Field Work

8.2.1 Establish Wetland Jurisdictional Lines and Assessments: The CONSULTANT shall be responsible for, but not limited to, the following activities:

- Determine landward extent of wetlands and other surface waters as defined in Rule Chapter 62-340, F.A.C., as ratified in Section 373.4211, F.S.

- Collect all data and information necessary to determine the jurisdictional boundaries of wetlands and other surface waters as defined by the rules or regulations of each permitting agency processing a permit application for the project.
- Set seasonal high-water levels
- Obtain a jurisdictional determination as defined by the rules or regulations of each permitting agency processing a permit application for the project.
- Prepare aerial maps showing the jurisdictional boundaries of wetlands and other surface waters. Aerial maps shall be reproducible, of a scale of 1"=400' or more detailed and be recent photography. The maps shall show the jurisdictional boundaries of each agency. Photo copies of aerials are not acceptable. When necessary, a wetland specific survey will be prepared by a registered surveyor and mapper. All surveyed jurisdictional boundaries are to be tied to the project's baseline of survey.
- Prepare a written assessment of the current condition and functional value of the wetlands and other surface waters. Prepare data in tabular form which includes the ID number for each wetland (and other surface water, if necessary) impacted, size of wetland to be impacted, type of impact, and identify any wetland (by ID number and size) within the project limits that will not be impacted by the project.
- Prepare appropriate agency forms to obtain required permits. Forms may include but are not limited to the United States Army Corps of Engineers (USACE) "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region"; the USACE "Approved Jurisdictional Determination Form"; Uniform Mitigation Assessment Method forms and/or project specific data forms.

8.2.2 Species Surveys: The CONSULTANT shall conduct wildlife surveys as defined by rules or regulations of any permitting agency or commenting agency that is processing a permit.

Biological Assessment: The CONSULTANT shall prepare a Biological Assessment.

8.3 Agency Verification of Wetland Data

CONSULTANT will coordinate verification of wetland data by jurisdictional agency.

8.4 Complete and Submit All Required Permit Applications

The CONSULTANT shall collect all of the data and information necessary to prepare the permit applications and obtain the environmental permits required to construct the project as identified in the Project Description and as described in 8.4.1, 8.4.2, and 8.12 (Other Permits). The CONSULTANT shall prepare each permit application in accordance with the rules and/or regulations of the regulatory agency responsible for issuing a specific permit and/or authorization to perform work. The permit application packages must be approved by the CITY prior to submittal to regulatory agencies.

A Pre-Application meeting with the permitting agencies can be anticipated for project that require an Individual ERP from the State of Florida or an Individual Permit from the Army Corps of Engineers. As a project develops, other project specific conditions may be identified that will warrant a Pre-Application meeting to clarify the permitting requirements. The CITY will be invited to the Pre-Application meeting and will be forwarded all correspondence and meeting minutes.,

The CONSULTANT will submit all permit applications, as directed by the CITY, and be responsible for payment of all permit fees. The CITY will file any public notices required by the permits, in a publication selected by the CITY, and will be responsible for payment of all fees associated with the filing the public notice.

8.4.1 Complete and Submit all Required Wetland Permit Applications: The CONSULTANT shall prepare, complete, and submit required wetland permit (i.e. ERP, Section 404) application packages to the appropriate regulatory agencies. This includes, but is not limited to, applications submitted to WMDs and/or DEP, and USACE. The application package may include but is not limited to attachments (i.e. project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), a cover letter with project description as well as completion of applicable agency forms. The Engineer of Record (EOR) shall prepare a narrative, in layman terms, for the inclusion in the permit application package. It shall include work being performed in the project, impacts to the environment and methods of construction specifically related to the environmentally sensitive areas. This brief description will aid the regulatory agency reviewer in understanding the scope of the project. The CONSULTANT shall prepare and respond to agency Requests for Additional Information (RAIs), including necessary revisions to the application package. All responses and completed application packages must be approved by the District Permit Coordinator prior to submittal to the regulatory agencies.

For projects that do not have a wetland assessment (Unified Mitigation Assessment Method, or UMAM), and the permit requires this information to be issued, the CONSULTANT will prepare a UMAM to be submitted with the permit application.

8.4.2 Complete and Submit all Species Permit Applications

The CONSULTANT will prepare and submit species permit applications. Mitigation and/or relocation of species is not included in this scope and will be addressed in a supplemental agreement, if necessary.

9 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with the FDOT Design Manual that includes the following. *The plans shall include only those sheets, of the following list of sheets, necessary to convey the intent and scope of the project for construction.*

- 9.1 Summary of Pay Items Including Designer Interface Quantity Input
- 9.2 Tabulation of Quantities
- 9.3 General Notes/Pay Item Notes
- 9.4 Plan Sheet
- 9.5 Interim Standards
- 9.6 Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project.

10 SURVEY

The CITY will be responsible for survey utilizing CITY's survey consultant. CONSULTANT will coordinate survey needs with CITY's Project Manager.

11 GEOTECHNICAL

The CITY shall be responsible for all necessary geotechnical activities associated with this project. The CONSULTANT shall coordinate with the CITY's Project Manager regarding information needed.

October 20, 2020

Brian Peek

FEE FOR DELIVERABLES: Prints, Mylars, CDs and shipping charges will be billed at our current rates. An AutoCAD 2019 Civil 3D digital file will be provided along with TIN/Surface model.

Any additional work will be performed at our standard hourly rates or negotiated at such time.

Professional Land Surveyor	\$125/hr
Project Manager	\$125/hr
Field Survey Crew with Total Station	\$145/hr
CAD Technician	\$90/hr
Research	\$60/hr

Sliger & Associates will invoice monthly in accordance with percent complete and at the conclusion of the project. Payment will be due upon receipt of invoice. Any past due balances over 30 days are subject to 1.5% interest per month. It is understood that this agreement is between Sliger & Associates and the addressee and payment is not contingent on payment from a third party. If it becomes necessary to seek collections the client is responsible for the cost of collections including reasonable attorney's fees. In the event of a dispute the venue for the resolution of the dispute will be Volusia County, Florida.

Thank you for considering Sliger & Associates. Should you have any questions regarding our approach to this project or wish to discuss the project in more detail, please do not hesitate to call.

Sincerely,



J.E. Zapert, P.L.S.

cc: David King
File



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

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- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach

November 16, 2020

Mr. David King, P.E.
Mead & Hunt
4401 Eastport Parkway
Port Orange, Florida 32127

Subject: **PROPOSAL FOR GEOTECHNICAL EVALUATION**
St. Johns River to Sea Loop – Segment 4
Port Orange and South Daytona, Volusia County, Florida
UES Opportunity No. 0430.1120.00019
UES Proposal No. 2020D-1220

Dear Mr. King;

Universal Engineering Sciences (UES) is pleased to present this proposal to conduct a geotechnical evaluation for the above referenced project in Port Orange and South Daytona, Florida. This proposal has been prepared in response to a request by you.

PROJECT INFORMATION

Project information has been provided to us during correspondence with you. We were provided with aerial photographs and a site plan indicating the section of route to be investigated. We understand the project will consist of widening and/or replacing the existing sidewalks and constructing new sidewalks along the route where a sidewalk does not currently exist. The proposed improvements will begin at the intersection of Madeline Ave. and Sauls St. From this intersection the sidewalk will go approximately 3,900-feet northwest to the intersection of Sauls St. and Reed Canal where it will turn east and go approximately 2,300-feet to Oak Lea Dr. This section of sidewalk is proposed to be located on the south side of Reed Canal. The path will then cross Reed Canal on the existing bridge located at Oak Lea Dr. where it will continue east on the north side of Reed Canal Rd. for approximately 1,000-feet to the intersection of Reed Canal Rd. and Carmen Dr. From here, the sidewalk will go approximately 2,900 feet north west where it will terminate at the intersection of Carmen Dr. and Ridge Blvd. We understand the proposed sidewalk will consist of rigid concrete pavement and will vary between 8 and 12-feet in width. We understand a cast in place (CIP) or driven sheet pile retaining wall may be constructed along the south side of Reed Canal between Sauls St. and Oak Lea Dr. to support this section of trail.

SCOPE OF SERVICES

As requested, we will perform three (3) Standard Penetration Test (SPT) boring to a depth of 40 feet each below the existing grade on the south side of Reed Canal at the Sauls St. bridge, Lantern Dr. bridge and Oak Lea Dr. Bridge. The borings will be performed adjacent to the proposed wall alignment. We will also perform twenty-two (22) auger borings to 6 feet below



existing grade along the proposed path improvement route. The auger borings will be performed on an approximate 500-foot spacing along the route. The SPT and auger borings will be performed in accordance with the procedures of ASTM D-1586 and ASTM-1452, respectively. The data obtained from our field and laboratory investigation will be evaluated to provide the following information and recommendations:

- General Soil Stratigraphy;
- Current water table;
- Presence or lack of marginal soils;
- Sidewalk construction considerations; and
- Soil design parameters for wall installation.

AUTHORIZATION AND FEES

We would be able to begin field work within one to two weeks of authorization and a final report would be complete within approximately one to two weeks of completed field work.

We will perform the proposed work for a lump sum fee of \$5,400.00. Our planned scope can be initiated by signing the attached Work Authorization and return a copy to our office.

We appreciate the opportunity to provide this proposal and look forward to working together on this project. If you have any questions, please do not hesitate to call us at your convenience at 386-756-1105.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES



Cody Wilson, E.I.
Project Engineer



Brian C. Pohl, P.E.
Branch Manager

Attachments

CW/BCP/cme



UNIVERSAL ENGINEERING SCIENCES, INC.
Work Authorization / Proposal Acceptance Form

PLEASE SIGN AND RETURN ONE COPY

Universal Engineering Sciences, Inc. (Universal) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

Project Name: St. Johns River to Sea Loop – Segment 4 **Date:** November 16, 2020
Project Location: Port Orange and South Daytona, Volusia County, Florida
Client Name: Mead & Hunt **Contact:** Mr. David King, P.E.
Contact Business Address: 4401 Eastport Parkway, Port Orange, Florida 32127
Contact Phone: (386) 337-3273 **Email:** David.King@meadhunt.com

I. Scope of Services & Understanding of Project (See attached proposal or as indicated below).

UES Opportunity No.: 0430.1120.00019
UES Proposal No. 2020D-1220

Lump Sum Fee = \$5,400.00

II. Contract Documents. The following documents form part of the Agreement and are incorporated herein by referral:

A. Universal General Conditions.

In the event of any inconsistency or conflicting among the Contract Documents, the provision in that Contract Documents first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

A. For payment of Services, invoice to the account of:

Social Security Number

or
Firm: _____ **Federal Identification**
No.: _____
Address: _____ **City:** _____
Zip Code: _____
Attention: _____ **Title:** _____
Phone: _____ **Fax:** _____

B. If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:

Firm: _____
Address: _____ **City:** _____
Zip Code: _____
Attention: _____ **Title:** _____
Phone: _____ **Fax:** _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

this _____ day of _____, 2020.

CLIENT: _____ **UNIVERSAL ENGINEERING SCIENCES, INC.**

BY (signature): _____ **BY (signature):** _____

TITLE: _____ **TITLE:** Branch Manager

Universal Engineering Sciences, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 *Universal Engineering Sciences, LLC, Universal Engineering Inspections, LLC, and GFA International Inc. ("UES"), have the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of Universal Engineering Sciences, LLC, Universal Engineering Inspections, LLC, GFA International, Inc., its' agents, employees, professional staff, and subcontractors.*
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.
- 1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - (b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

Exhibit B:

FDOT State-Funded Grant Funded Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

FPN: <u>439865-4-34-01</u>	Fund: <u>TLWR</u> Org Code: <u>55053010541</u>	FLAIR Category: <u>088849</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>79</u>	Contract No: _____	Vendor No: <u>F596-000-430-001</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and the City of South Daytona,
("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

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

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☒ Section 339.81 Florida Statutes , Florida Shared-Use Nonmotorized (SUN) Trail Network Program , CSFA 55.038

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

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Saint Johns River to Sea Loop Trail from Sauls Street/McDonald Road to Carmen Drive/Ridge Boulevard, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before November 30, 2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$981,116.00 (Nine Hundred Eighty One Thousand One Hundred Sixteen Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$981,116.00 (Nine Hundred Eighty One Thousand One Hundred Sixteen Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

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

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

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

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

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

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

9. Contracts of the Recipient

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

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

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

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

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

☒ shall

☐ shall not

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

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

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

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

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, F, and J are attached to and incorporated into this Agreement.
- b. ☐ The Project will involve construction, therefore, Exhibit "C", Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, Exhibit O, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____
- g. **Exhibit and Attachment List**
Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

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

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/2020

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

RECIPIENT CITY OF SOUTH DAYTONA

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: WILLIAM C. HALL
Title: MAYOR

By: _____
Name: Loreen C. Bobo, P.E.
Title: Director of Transportation Development

Legal Review:

By: _____
Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 439865-4-34-01

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

City of South Daytona (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

This trail project is located within the City of South Daytona and is part of the Saint Johns River to Sea Loop Trail system. This segment, of the much larger trail system, begins at the intersection of Sauls Street and Madeline Avenue/McDonald Road. The trail will extend northerly along Sauls Street towards Reed Canal Road. The trail will continue east on Reed Canal Road (on the south side of Reed Canal) and at Anastasia Drive, the proposed trail will cross over Reed Canal Road and continue east to Carmen Drive. The trail is then proposed to head north along Carmen Drive ending at Ridge Boulevard, connecting to the existing trail segment. Total project length is approximately 1.949 miles. Along Sauls Street, from George Hecker Drive to Reed Canal Road, sharrows are proposed within the roadway in lieu of the trail. Also, just west of Carmen Drive, a railroad crossing exists. The trail will cross the railroad tracks within the rail right of way, therefore design will be required to follow rail guidelines and requirements.

Project scope includes design of an eight to twelve-foot-wide trail. Design services shall include topographic/boundary survey, geotechnical investigations, environmental assessment(s), and engineering design. Utility coordination will be required. Coordination for permitting needs will be anticipated. Right of way acquisition or any easement/easement modifications may be required and will be determined during the design phase. Coordination with rail is required to ensure the appropriate design and permits are in place due to the existing railroad within the project limits. All pedestrian accommodations shall adhere to current ADA standards. Design of this trail shall follow the Project, Development and Environmental (PD&E) study completed on April 2, 2020.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right of way related maps and is a depiction of the right of way survey field work performed for a

specific transportation project.

Invoices, progress reports and other supporting documentation shall be submitted no more than monthly and no less than quarterly to D5-LocalPrograms@dot.state.fl.us

Pursuant to the enabling legislation, Section 339.81, F.S., components of the Sun Trail Network will not include:

Sidewalks; nature trails; loop trails wholly within a single park or natural area;
On-road facilities, such as bicycle lanes of routes other than on-road facilities that are no longer than one-half mile connecting two or more non-motorized trails, if the provision of non-road facilities is infeasible and if such on-road facilities are signed and marked for non-motorized use; an exception is made for on-road components of the Florida Keys Overseas Heritage Trail.

Allocation of Sun Trail funds will not include the development of amenities associated with trail projects. These amenities include but are not limited to:

- Benches, Trail Furniture or Seating Areas;
- Bicycle Racks, Air Stations or Lockers;
- Buildings, Restrooms, Wayside Structures or Overlooks, Shelters or Picnic Pavilions;
- Kiosks (Regulatory and Safety Signage Permitted);
- Landscaping (Trail Stabilization Permitted);
- Litter or Recycle Receptacles or Doggie Bag Dispensers;
- Parking Areas or Trailheads;
- Playgrounds, Fitness Equipment or Structures;
- Promotional or Educational Materials;
- Sculptures, Fountains, or Art; and
- Water Fountains, Spigots or Showers.

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

- a) 30% Plans Submittal to be completed by September 10, 2021.
- b) 60% Plans Submittal to be completed by November 24, 2021.
- c) 90% Plans Submittal to be completed by February 7, 2022.
- d) Final Plans Submittal to be completed by July 7, 2022.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: <u>City of South Daytona</u> <u>1770 Segrave Street</u> <u>South Daytona, Florida 32119</u>	FINANCIAL PROJECT NUMBER: <u>439865-4-34-01</u>
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I. PHASE OF WORK by Fiscal Year:	FY 2020/2021	FY	FY	TOTAL
Design- Phase 34	\$ 981,116.00	\$ 0.00	\$ 0.00	\$981,116.00
Maximum Department Participation - (TLWR)	N/A% or \$ 981,116.00	N/A% or \$ 0.00	N/A% or \$ 0.00	N/A% or \$ 981,116.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	N/A% or \$ 0.00	N/A% or \$ 0.00	N/A% or \$ 0.00	N/A% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$981,116.00	\$0.00	\$0.00	\$981,116.00

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

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

Amir Asgarinik
District Grant Manager Name

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

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

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

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation**State Project Title
and CSFA
Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Florida Shared-Use Nonmotorized (SUN) Trail Network Program,
(CSFA 55.038)

***Award Amount:** \$981,116.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

Exhibit C:
Executed CCNA Letter

City of South Daytona

City Attorney's Office

Post Office Box 214960 • South Daytona, FL 32121



February 10, 2021

Engineering Firm: Mead & Hunt, Inc.

Type of Service: Design

Contract/Task Amount: \$981,116 (Estimated; Not-To-Exceed)

Local Agency Contract Number: 00886

Project Name: SJR2C Loop Trail from Sauls Street/Madeline Avenue/McDonald Road to Carmen Drive/Ridge Boulevard

FPID: 439865-4-34-01

Re: CCNA Certification to Florida Department of Transportation

To Whom It May Concern:

I am the duly appointed City Attorney for the City of South Daytona, Florida. Please be advised that the City of South Daytona has established procedures for the selection of applicable professional services to ensure compliance with Sec. 287.055, Fla. Stat., the Consultant's Competitive Negotiation Act (CCNA).

In accordance with Sec. 287.055, Fla. Stat., the consultant for the above-referenced project was procured in compliance with the CCNA and is qualified to provide consulting services to the City of South Daytona.

Sincerely,

Wade C. Vose
City Attorney