BOARD OF COUNTY COMMISSIONERS

DATE: March 18, 2014
AGENDA ITEM NO. 20a.

Consent Agenda ☐ **Regular Agenda** ☑ **Public Hearing** ☐

County Administrator's Signature:

Subject:

Transportation Regional Incentive Program (TRIP) Agreement with the Florida Department of Transportation (FDOT) for the Construction Activities for the SR 694/CR 694 (Park Boulevard) from SR 687 (4th Street) to SR 699 (Gulf Boulevard) Advanced Traffic Management System (ATMS)/Intelligent Transportation System (ITS) Project
FDOT Financial Project Number: 424012 1 58 01
County PID No. 000175A (2159)

Department:
Department of Environment & Infrastructure

Staff Member Responsible:
Richard L. V. Coates III, P.E., Director
Transportation and Stormwater

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE THE TRIP AGREEMENT FOR THE SR 694/CR 694 (PARK BOULEVARD) FROM SR 687 (4TH STREET) TO SR 699 (GULF BOULEVARD) ATMS/ITS PROJECT CONSTRUCTION ACTIVITIES WITH THE FDOT IN THE AMOUNT OF $1,758,450.00, AND AUTHORITY BE GRANTED FOR THE CHAIRMAN TO SIGN AND THE CLERK TO ATTEST.

IT IS FURTHER RECOMMENDED THAT THE BCC AUTHORIZE THE CLERK TO RECORD THE RESOLUTION IN THE PUBLIC RECORDS OF PINELLAS COUNTY.

Summary Explanation/Background:

The FDOT is providing Pinellas County financial assistance to the SR 694/CR 694 (Park Boulevard) ATMS/ITS Project for construction services. Construction will entail installation of new ATMS equipment, adaptive control software, (closed-circuit) CCTV cameras, dynamic message signs, and fiber optic cable. The infrastructure installed will support other ITS related activities including transit, freeway management, and day-to-day operations. It will also facilitate daily emergency services for emergency vehicles.

The attached Agreement provides the requirements for use of the TRIP funding and must be approved by the BCC prior to expenditure. Following BCC approval, this Agreement will be forwarded to the FDOT for execution.

Staff anticipates construction advertisement in the spring of 2015.

Fiscal Impact/Cost/Revenue Summary:

This project is budgeted in the County's Capital Improvement Program. The source of funding is provided through the TRIP, and Ninth Cent Local Option Gas Tax. The distribution of cost is as follows:

TRIP Funding	$1,758,450.00
County Funding	$1,758,450.00
Estimated Construction Cost	$3,516,900.00

Exhibits/Attachments Attached:

Contract Review Transmittal
Agreement
Resolution
Project Financial Overview

CATS# 44116

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Transportation Regional Incentive Program (TRIP) Agreement w/FDOT for the Construction of the SR 694/CR 694 (Park Boulevard) from SR 687 (4th Street) to SR 699 (Gulf Boulevard) ATMS/ITS Project	
CONTRACT NO.: FDOT FPN: 424012 1 58 01	**ESTIMATED EXPENDITURE / REVENUE: $1,758,450.00** *(Circle or underline appropriate choice above.)*

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT: County PID No. 000175A (2159)
A Resolution is included as a part of this document package

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: DEI Ken Jacobs Richard Coates, P.E.	1/30/14 1-31-14	KJ RC	see comments	2/3/14 COMMENTS ADDRESSED.
Risk Mgmt: Virginia Holscher 2-11-14	2-11-14	GW	Public Entity to Public Entity Requesting dept assistance to identify subsequent TRIP agreements w/contractors to ensure FDOT's requirements are included & enforced.	
Finance:** Cassandra Williams	2/10/14	CBW		
OMB:** Bill Berger	2/20/14			
Legal: Barbara Oklesen Christy Pemberton	2/20/14		no capon expense - pg $1,507 budget sufficiencies	NOTIFIED USER GROUP.
Assistant County Administrator: David Scott, P.E.	3/4/14	DS		

Please return to Merry Celeste ext: 4-3185
All inquiries should be made to Ken Jacobs ext. 4-8928.

** See Contract Review Process

2/13/14 - PER THE PM KEN JACOBS, "THE DEPARTMENT VERIFIES THE INCLUSION OF GRANT RELATED REQUIREMENTS IN OUR CONSTRUCTION PROJECTS AS A ROUTINE MATTER OF COURSE. SPECIFIC REQUIREMENTS ARE RELAYED TO THE CONTRACTOR AND PM". THANK YOU.

CSFA No. 55.026
FINANCIAL PROJECT NO.: 424012 1 58 01
DUNS NO.: N/A
PINELLAS COUNTY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT

This Transportation Regional Incentive Program Agreement ("Agreement") is between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, ("DEPARTMENT") and PINELLAS COUNTY, ("COUNTY").

RECITALS

A. The DEPARTMENT has the authority, under Section 334.044, Florida Statutes (F.S.) to enter into this Agreement.

B. The Transportation Regional Incentive Program was created by Section 339.2819, F.S. to provide funds to improve regionally significant transportation facilities in "regional transportation areas" created pursuant to Section 339.155, F.S.

C. The COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of Section 339.2819, F.S.

D. The Chairman's Coordinating Committee, acting as a designated regional partnership under Section 339.155, F.S. and formed by an interlocal agreement designated SR 694 (CR 694), from SR 687 (4th Street) to SR 699 (Gulf Boulevard) as a regional facility by resolution, a copy of which is incorporated into this Agreement and is attached.

E. The DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Project No. 424012 1 58 01 ("PROJECT") in accordance with Section 339.2819, F.S.

F. The COUNTY by Resolution No. _____ dated the _____ day of _____, 2014, a copy of which is attached to and made a part of this Agreement, has authorized the Chairman of its Board of Commissioners or designee to enter into this Agreement.

AGREEMENT

In consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. SERVICES AND PERFORMANCE

A) The PROJECT consists of construction activities as further described in Exhibit A (Scope of Services) which is attached to and made a part of this Agreement.

B) The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable, federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining

clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing as provided in Exhibit D (Notice of Completion) which is attached to and made a part of this Agreement.

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

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

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

F) All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:
Ms. Carin Watkins
Special Projects Coordinator
11202 N. McKinley Drive
M.S. 7-350
Tampa, Florida 33612-6456

TO COUNTY:
Mr. Ken Jacobs
Department of Environment and Infrastructure
Traffic Management Division
22211 U.S. Highway 19 North
Clearwater, Florida 33765

2. TERM

A) The COUNTY shall perform the PROJECT activities in accordance with the following schedule as further described in Exhibit B (Schedule of Services) which is attached and made a part of this Agreement:

(1) Design to be completed on or before NA .
(2) Construction contract to be let on or before 06/30/2015.
(3) Construction to be completed on or before 12/31/2016.

B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the DEPARTMENT'S District

Secretary's or Designee's Approval.

3. COMPENSATION AND PAYMENT

A) The COUNTY and the DEPARTMENT agree to share the cost of this PROJECT. The COUNTY agrees to provide 50% of the costs for PROJECT expenditures and the DEPARTMENT agrees to provide 50% pursuant to Section 339.2819, F.S.

B) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for design of this PROJECT is $3,516,900.00 (Three Million, Five Hundred Sixteen Thousand, Nine Hundred Dollars). The estimated COUNTY share of the PROJECT is $1,758,450.00 (One Million, Seven Hundred Fifty Eight Thousand, Four Hundred Fifty Dollars). The estimated DEPARTMENT share of the PROJECT is $1,758,450.00 (One Million, Seven Hundred Fifty Eight Thousand, Four Hundred Fifty Dollars). The amounts are outlined in Exhibit C (Schedule of Funding) which is attached to and made a part of this Agreement. The parties agree all remaining costs of the PROJECT will be borne by the COUNTY.

i) In the event the COUNTY proceeds with the construction of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

ii) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

C) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT under Section 334.044 (29), F.S. Invoices (3 copies) shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in Exhibit A. Deliverables must be received and accepted in writing by the DEPARTMENT'S project manager or authorized representative prior to payments.

D) Entities providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has 60 working days to inspect and approve the goods and services. 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 goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S. will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than

one dollar ($1.00) will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

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

E) Funds transferred to the COUNTY by the DEPARTMENT shall be segregated from other funds and invested by the COUNTY until their actual expenditure, in such income or revenue-producing investments as authorized by law for other COUNTY funds. All income, interest, or other revenues obtained from such investment shall be considered funds of the DEPARTMENT. The income, interest, or other revenues shall be remitted to the DEPARTMENT on a quarterly basis within fifteen (15) days of the close of the months March, June, September, and December, regardless of the month in which funds were received. Upon completion of the PROJECT, all remaining income, interest, or other revenues shall be returned to the DEPARTMENT. All refund or interest checks shall be made payable to: Florida Department of Transportation, and mailed to the DEPARTMENT address in Paragraph 1.F) of this Agreement; with the Project Number referenced and information included that identifies the interest period, amount of interest earned by account, name of depository, and interest rate. The documentation submitted to support interest earnings should include copies of bank or investment account statements, computational work sheets, etc.

F) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. 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), F.S., are 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 dollars and which have a term for a period of more than 1 year."

G) Any PROJECT funds made available by the DEPARTMENT pursuant to this Agreement which are determined by the DEPARTMENT to have been expended by the COUNTY 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 COUNTY 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.

H) Travel costs will not be reimbursed.

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

4. CAPITAL IMPROVEMENTS AND ROADWAY LEVEL OF SERVICE

A) The PROJECT must be identified in the capital improvements element of the comprehensive plan that has been determined to be in compliance with Part II of Chapter 163, F.S. and with local government comprehensive plan policies relative to corridor management. The DEPARTMENT shall give priority consideration to projects with committed local funds. The PROJECT must be identified as a funded project in the capital improvements element. The capital improvements element must also include standards to ensure the availability of transportation facilities and the adequacy of those facilities to meet established acceptable levels of service. The intergovernmental coordination element requires coordination in establishing level of service standards for transportation facilities operated and maintained by the DEPARTMENT.

B) The logical termini for the PROJECT is SR 694 (CR 694), from SR 687 (4th Street) to SR 699 (Gulf Boulevard).

C) The level of service (LOS) for the segment of SR 694 (CR 694) between the logical termini for this PROJECT, as set forth above, shall be designated by COUNTY. The adopted LOS for this segment is "E". Upon implementation of the PROJECT, the anticipated LOS for this segment is LOS "D".

D) Upon the COUNTY election, the COUNTY may update its comprehensive plan to reflect the improved level of service for the segment SR 694 (CR 694) between the logical termini for this Project.

5. IN-KIND SERVICES AND RIGHT OF WAY DONATIONS (if applicable)

A) In-kind services are goods, commodities, or services received in lieu of cash

payments. Goods and commodities should be valued based on their current market value.

B) Property donated by local governments for right of way as the local share for a qualified project, must comply with the requirements of the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601, et sec., and implementing federal regulations, 49 CFR Part 24 and 23 CFR Part 710, if federal funds will be used in any phase of the project. Other requirements for the acquisition of rights of way should be determined in accordance with guidelines established by the Office of Right of Way.

C) The DEPARTMENT has established specific right of way acquisition guidelines for the Transportation Regional Incentive Program. These guidelines can be found at http://www.dot.state.fl.us/planning/TRIP/RW-contributions.pdf and are incorporated into this Agreement by reference.

D) The excess of an in-kind match valued in excess of the required match will not generally be applied towards another project. On a case by case basis, an exception may be made for project segments in a regional corridor that are part of an implementation plan for that corridor.

6. INDEMNITY AND INSURANCE

A) INDEMNITY

i) The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/sub-consultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/consultant, its officers, agents, or employees."

B) LIABILITY INSURANCE.

i) The COUNTY or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and subject to that limit per person $5,000,000 for each occurrence, and property damage insurance of at least $50,000 for each occurrence and subject to that limit for each occurrence a total of $100,000 during the policy period, for the services to be rendered in accordance with this Agreement. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the COUNTY

must comply or cause its contractor to comply with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2013), as amended. The DEPARTMENT must be included as an additional insured party on the liability insurance policies described in this Agreement.

C) WORKERS' COMPENSATION.

i) The COUNTY shall also carry or cause its contractor/consultant to keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

7. COMPLIANCE WITH LAWS

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

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

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

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

8. AUDIT AND MONITORING REQUIREMENTS

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

B) The COUNTY, as a non-state entity as defined by Section 215.97(2)(m), F.S., is required to have audits performed annually using the following criteria:

i) In the event that the COUNTY expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of the

COUNTY, the COUNTY must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the state CFO; and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the COUNTY shall consider all sources of state financial assistance received from DEPARTMENT, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

ii) In connection with the audit requirements, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), F.S., and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

iii) If the COUNTY expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the COUNTY expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from non-state entity's resources (i.e., the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).

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

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

vi) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the state CFO, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

vii) Copies of reporting packages, reports, or management letters required by this Agreement shall be submitted by or on behalf of the COUNTY directly to the following offices:

Florida Department of Transportation
Attn: Special Projects, M.S. 7-350
11201 N. McKinley Drive
Tampa, Florida 33612-6456

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

viii) Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, as applicable.

ix) The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.

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

(C) The COUNTY must include the audit and record keeping requirements in this Section 8 in contracts and subcontracts entered into by the COUNTY with any party for work required in the performance of this Agreement.

(D) The COUNTY shall, three (3) months after the date of execution of this Agreement and every three (3) months thereafter, provide the DEPARTMENT with quarterly progress reports. Each quarterly report shall contain a narrative description of the work completed and whether the work is proceeding according to the project schedule; a description of any change orders executed by the COUNTY; a budget summary detailing planned expenditures compared to actual expenditures; and identification of each small or minority business enterprise used as contractors or subcontractors. Records of all progress payments made for work in connection with such transportation projects, and any change orders executed by the COUNTY and payments made pursuant to such orders, shall be maintained by the COUNTY in accordance with accepted governmental

accounting principles and practices and shall be subject to financial audit as required by law.

(E) 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 (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the Contractor and subcontractors considered necessary by DEPARTMENT for a proper audit of costs.

9. TERMINATION AND DEFAULT

A) This Agreement may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice. If the DEPARTMENT is terminating the Agreement, the DEPARTMENT shall notify the COUNTY of such termination with instructions as to the effective date of termination or specify the state of work at which the Agreement is to be terminated.

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

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

10. MISCELLANEOUS

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

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

C) In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that all commitments, agreements, or understandings concerning the subject matter of this Agreement are contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the COUNTY and the DEPARTMENT.

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

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

G) This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 9 Termination and Default.

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

I) 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, F. S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

PINELLAS COUNTY

ATTEST:

Clerk of the Court (Seal)

CHAIRMAN, Pinellas County Board of County Commissioners

Legal Review Date

KAREN WILLIAMS SEEL
Print Name Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:

DIRECTOR OF TRANSPORTATION DEVELOPMENT

DEBBIE HUNT
Print Name Date

Legal Review:

Date

See attached Encumbrance Form for date of funding approval by Comptroller

EXHIBIT – 1

STATE RESOURCES

Agency: Florida Department of Transportation
Catalog of State Financial Assistance: Transportation Regional Incentive Program (55.026)
Amount: $1,758,450.00

Compliance Requirements

1. The project must be regionally significant and derived from a regional transportation plan.
2. The regional transportation plan must be created by a regional transportation area created pursuant to Section 339.155, Florida Statutes.
3. The project must meet the minimum eligibility criteria listed in Section 339.2819 Florida Statutes.
4. Funds will only be provided for capital expenses not to exceed 50 percent of project costs. Operations are not covered through Transportation Regional Incentive Program.
5. The project is included or eligible for inclusion in the Department's adopted Work Program pursuant to Section 339.135, Florida Statutes.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Exhibit A
SCOPE OF SERVICES

This exhibit forms an integral part of that certain Transportation Regional Incentive Grant Program Agreement between the State of Florida, Department of Transportation and Pinellas County dated _____, 2014.

PROJECT LOCATION:

Pinellas County, Florida

PROJECT DESCRIPTION:

The COUNTY will construct an Advanced Traffic Management System (ATMS)/Intelligent Transportation System (ITS) on SR 694 (CR 694), from SR 687 (4th Street) to SR 699 (Gulf Boulevard). Will include installation of new ATMS equipment, signal system improvements, CCTV cameras, DMS signs and fiber optic cable. The COUNTY will be reimbursed for construction expenses incurred during the agreement time period that are directly related to the project.

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Exhibit B
SCHEDULE OF SERVICES

The COUNTY shall perform the PROJECT activities in accordance with the following schedule:

a) Design to be completed on or before _____.
b) Construction contract to be let on or before 06/30/2015.
c) Construction to be completed on or before 12/31/2016.

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Exhibit C
SCHEDULE OF FUNDING

This exhibit forms an integral part of that certain Transportation Regional Incentive Grant Program Agreement between the State of Florida, Department of Transportation and Pinellas County, dated _____, 2014.

I. TOTAL ESTIMATED COST..... $3,516,900.00

II. PROJECT PARTICIPATION

State $1,758,450.00

Federal.....$0.00

Local Funds Participation.....$1,758,450.00

III. Project funds are subject to legislative appropriation of available funds.

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Exhibit D

NOTICE OF COMPLETION

TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and PINELLAS COUNTY, Florida

PROJECT DISCRIPTION: Construction of an ATMS/ITS project. Includes installation of ATMS/ITS equipment, adaptive control software, CCTV cameras, DMS signs and fiber optic cable.

FINANCIAL MANAGEMENT ID#: 424012 1 58 01

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

(COUNTY: Pinellas, Florida)

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF SUBSTANTIAL COMPLIANCE

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

SEAL:

By: _____, P.E.
Name: _____
Date: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE AND THE CLERK TO ATTEST AN AGREEMENT NEGOTIATED BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (DEPARTMENT) AND PINELLAS COUNTY FOR THE DEPARTMENT TO CONTRIBUTE FUNDING FOR PINELLAS COUNTY TO CONSTRUCT ACTIVITIES FOR THE SR 694/CR 694 (PARK BOULEVARD) FROM SR 687 (4TH STREET) TO SR 699 (GULF BOULEVARD) ATMS/ITS PROJECT THROUGH THE TRANSPORTATION REGIONAL INCENTIVE PROGRAM.

WHEREAS, the Transportation Regional Incentive Program was created by Section 339.2819, Florida Statutes, to improve regionally significant transportation facilities; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2819, Florida Statutes; and

WHEREAS, Pinellas County, hereinafter referred to as the COUNTY, has requested funding from the Florida Department of Transportation, hereinafter referred to as the DEPARTMENT, through the Transportation Regional Incentive Program (TRIP) for the installation of new ATMS equipment, adaptive control software, CCTV cameras, dynamic message signs and fiber optic cable along SR 694/CR 694 (Park Boulevard), from SR 687 (4th Street) to SR 699 (Gulf Boulevard) as part of the County's regional Advanced Traffic Management System/Intelligent Transportation System project; and

WHEREAS, the SR 694/CR 694 (Park Boulevard) ATMS/ITS Project has been awarded funding for construction; and

WHEREAS, the COUNTY is responsible for construction activities; and

WHEREAS, it is required that a formal Agreement for the transfer of funds and execution of the above activities be entered into between the DEPARTMENT and the appropriate officials of the COUNTY;

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Pinellas County, Florida, duly assembled this _____ day of _____, 2014 authorizes the Chairman to execute and the Clerk to attest an Agreement negotiated with the Florida Department of Transportation for construction activities for the SR 694/CR 694 (Park Boulevard) ATMS/ITS Project.

Commissioner _____ offered the foregoing resolution and moved its adoption which was seconded by Commissioner _____, and upon roll call the vote was:

AYES:

NAYS:

ABSENT OR NOT VOTING:

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By _____
Attorney

PINELLAS COUNTY CAPITAL IMPROVEMENT PROJECT (CIP)
PROJECT FINANCIAL OVERVIEW

1. Construction Phase: ☑ **2. Date: March 18, 2014**
3. TRIP Agreement: ☑

4. Title: Park Boulevard ATMS Project (PID 000175A)

5. Anticipated Scope and Description: Design and construct a new ATMS/ITS system on Park Blvd utilizing funds from 9th Cent Fuel Tax and FDOT Transportation Regional Incentive Program.

6. YEAR OF CONSTRUCTION START: FY 14

7. PROJECT BUDGET:	**FY 14 Appropriation**	**Multi-Year Plan**
Professional Services (Architectural/Engineering/Consulting)	$ 256,000	$ 470,080
Land/Right of Way/Building Acquisitions		
Construction:	400,000	2,400,000
Testing		
Other: Inter-local Agreement Payments, Misc. Materials, etc.	800,000	1,000,000
TOTAL	$ (1) 1,456,000	$ (2) 3,870,080

8. FINANCIAL RESOURCES:	
Penny for Pinellas Sales Tax:	
Local Option Gas Tax:	$ 2,170,080
Transportation Impact Fees	
Grant(s): FDOT	1,700,000
Reimbursements:	
Enterprise Revenue (Water, Sewer, Solid Waste, Airport):	
TOTAL FINANCIAL RESOURCES	$ (2) 3,870,080

9. Project's First Full Year Estimated Operating Budget Fiscal Impact: (3)	
Fiscal Year:	FY 15
New Positions:	NONE
Number:	N.A.
Type:	N.A.
Total Est. Fiscal Impact (Personal Services, Operating Expenses)	$ 0

(1) Amount represents Requested FY 14 appropriation.

(2) Amount represents expenditures from prior years, current Multi - Year Plan's project estimate and anticipated resources.

(3) Does not apply to current phase.

Prepared By The Office of Management & Budget, March 03, 2014.