



BOARD OF COUNTY COMMISSIONERS

DATE: April 15, 2014

AGENDA ITEM NO. 6

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

County Administrator's Signature 

Subject:

Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for the Construction of Advanced Traffic Management System (ATMS)/Intelligent Transportation System (ITS) Operational Improvements on U.S. 19 (SR 55) from 49th Street North to 126th Avenue North
FDOT Financial Project Number: 406255 5 58 01
County PID No. 000404A

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 JPA WITH THE FDOT FOR THE CONSTRUCTION OF ATMS/ITS OPERATIONAL IMPROVEMENTS ON U.S. 19 (SR 55) FROM 49TH STREET NORTH TO 126TH AVENUE NORTH IN THE AMOUNT OF \$766,700.00, AND AUTHORITY BE GRANTED FOR THE CHAIRMAN TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

There are two (2) primary gaps in the ATMS/ITS network along U.S. 19 that need to be constructed in order to complete the network along this corridor. This Agreement will provide the construction funding for ATMS/ITS operational improvements, completing the gap in the mid-County area from 49th Street to 126th Avenue. The other gap is on north U.S. 19, and is being constructed through a separate FDOT funding agreement.

This mid-County segment will complete the ATMS/ITS network along U.S. 19 and provide for redundancy in the system. Construction will include the installation of new controller cabinets, fiber optic communications, closed-circuit television (CCTV) cameras, and dynamic message signs, providing full integration into the countywide ATMS/ITS system.

This Joint Participation Agreement will be forwarded to the FDOT for execution following BCC approval.

Fiscal Impact/Cost/Revenue Summary:

This project is budgeted in the County's Capital Improvement Program. The source of funding for this project is a JPA grant in the maximum amount of \$766,700.00 through the FDOT. The distribution of cost is as follows:

FDOT Funding	\$766,700.00
County Funding	-0-
Estimated Construction Cost	\$766,700.00

Exhibits/Attachments Attached:

Contract Review Transmittal
Agreement

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for the Construction of ATMS/ITS Operational Improvements on U.S. 19 (SR 55) from 49 th Street North to 126 th Avenue North	
CONTRACT NO.: FDOT FPN: 406255 5 58 01	ESTIMATED EXPENDITURE / REVENUE: \$766,700.00 (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. 000404A

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: DEI Ken Jacobs Richard Coates, P.E.	2/20/14 2-20-14	<i>[Signature]</i>	none as noted on memo	CHANGES ADDRESSED <i>[Signature]</i>
Risk Mgmt: Virginia Holscher <i>Alto 2/27</i>	2-27-14	<i>GV</i>	Public Entity to Public Entity. Requesting dept. assistance to identify subsequent agreements w/contractors to ensure requirements are included & enforced.	FDOTs
Finance:** Cassandra Williams	2/26/14	<i>CBW</i>		
OMB:** Bill Berger	3/24/14	<i>[Signature]</i>	See attached.	ATTACHED WAS CIP ENCUMBRANCE REPORT. <i>[Signature]</i>
Legal: Barbara Oklesen Christy Pemberton	3/26/14	<i>OP</i>	Go Cap as to County Cost. Per 129.07 need to budget for overages	4/1/14 PER THE PM FUNDS ARE SUFFICIENT IN THE OVERALL ATMS/ITS PROGRAM TO ACCOMMODATE ANY OVERAGES. <i>[Signature]</i>
Assistant County Administrator: David Scott, P.E.	1/1/14	<i>[Signature]</i>		

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

** See Contract Review Process

3/4/14 - 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. *[Signature]*

JOINT PARTICIPATION AGREEMENT

This Agreement made by and entered into on this _____ day of _____, 2014, between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, whose address for purposes of this Agreement is 11201 North McKinley Drive, Tampa, Florida, 33612-6456, (the "DEPARTMENT"), and Pinellas County, whose address for purposes of this Agreement is 14 South Fort Harrison Avenue, Clearwater, Florida 33756 (the COUNTY); and

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized to enter into Agreements with governmental entities in accordance with Section 334.044(7) and 339.12 (5), Florida Statutes; and

WHEREAS, the DEPARTMENT agrees to participate in funding construction activities for the Pinellas County Advanced Traffic Management System/Intelligent Transportation System (ATMS/ITS) project on U.S. 19 (S.R. 55), from 49th Street North to 126th Avenue North which is in the DEPARTMENT's Five Year Work Program as Financial Project Number (FPN) 406255 5 58 01 for Fiscal Year 2013/2014 (the "PROJECT") in an amount not to exceed \$766,700.00 (*Seven Hundred Sixty-Six Thousand, Seven Hundred Dollars*). The PROJECT will install ATMS/ITS communication equipment along U.S. 19 (S.R. 55) to fill in gaps from previous projects and complete the U.S. 19 ATMS/ITS installation as further described in attached Exhibit "A"; and

WHEREAS, the DEPARTMENT and the COUNTY have determined that it would be in the best interest of the general public and to the economic advantage of both parties to coordinate and cooperate in their efforts to facilitate development of the PROJECT; and

NOW, THEREFORE, for and in consideration of the premises herein and other mutual benefits to accrue to each of the parties hereto, it is mutually agreed as follows:

SECTION 1 OBLIGATIONS OF THE COUNTY

- 1.1 The COUNTY shall construct and provide construction engineering inspection services on the PROJECT, which consists of installation of ATMS/ITS equipment along the U.S. 19 corridor and includes integration into the countywide ATMS/ITS system.
- 1.2 The COUNTY shall be responsible for all construction costs associated with the PROJECT that may be above the amounts currently programmed in the DEPARTMENT's Work Program and included in this Agreement.

- 1.3 The COUNTY shall keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures, and other items incidental to the cost of the PROJECT.

- 1.4 E- VERIFY

The COUNTY:

1. 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
2. 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.

SECTION 2 OBLIGATIONS OF THE DEPARTMENT

The DEPARTMENT shall reimburse the COUNTY up to \$766,700.00 (*Seven Hundred Sixty-Six, Seven Hundred Thousand Dollars*) for the construction of the PROJECT as provided in Exhibit "B."

SECTION 3 COMPENSATION AND PAYMENT

- 3.1 The Department agrees to reimburse the COUNTY for the construction activities authorized under this Agreement.
- 3.2 The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of construction services as described in Exhibit "A" to this Agreement.
- 3.3 Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, or by the Department of Financial Services under **Section 215.422(14), F.S.**
- 3.4 The COUNTY shall provide the following quantifiable, measurable and verifiable units of deliverables: Construction activities to install ATMS/ITS equipment along the U.S. 19 corridor to include integration into the countywide ATMS/ITS system.

- 3.5 Invoices shall be submitted by the COUNTY in detail sufficient for a proper preaudit and postaudit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section 3.4 above and Exhibit "A". Deliverables must be received and accepted in writing by the DEPARTMENT'S project manager prior to payments.
- 3.6 Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 3.4 has been met.
- 3.7 Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's **Travel Form No. 300-000-01** and will be paid in accordance with **Section 112.061, F.S.**
- 3.8 Participants providing goods and services to the Department should be aware of the following time frames. Upon receipt, 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.
- 3.9 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 Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- 3.10 A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants 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.
- 3.11 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 Participant'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.

- 3.12 In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, 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 such 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 \$25,000.00 and which have a term for a period of more than 1 year."

- 3.13 The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

SECTION 4

AUDIT RESPONSIBILITIES

The administration of resources awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT, as described in this section.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this AGREEMENT indicates Federal resources awarded through the DEPARTMENT by this AGREEMENT. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the DEPARTMENT of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement. In determining the state financial assistance

expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

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

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

PART IV: REPORT SUBMISSION

1. In the event that a copy of the reporting package for an audit required by PART I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the DEPARTMENT for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the

recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at each of the following address:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

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

A. The DEPARTMENT at:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

B. The Auditor General's Office at:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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

A. The DEPARTMENT at:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

4. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local

governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

PART V: RECORD RETENTION

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

SECTION 5 INDEMNITY AND INSURANCE

- 5.1 When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this AGREEMENT, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.
- 5.2 The COUNTY agrees to include the following indemnification in all contracts with its contractors/subcontractors, consultants/sub consultants who perform work in connection with this Agreement:

"Each 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 intentional act and/or negligent act or occurrence or omission or commission of the contractor, its officers, agents or employees. Neither the contractor/subcontractor, consultant/sub consultant, nor any of its officers, agents or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees."
- 5.3 The COUNTY shall require any and all contractors, subcontractors, consultants and subconsultants it may enter agreements with in connection with the PROJECT to

cause the DEPARTMENT to be made an additional insured on any and all liability policies providing coverage to said contractors, subcontractors, consultants and subconsultants for their operations relating to the PROJECT.

- 5.4 **WORKERS' COMPENSATION.** The COUNTY shall cause any contractors, subcontractors consultants and subconsultants it may enter agreements with in connection with the PROJECT, to carry Worker's Compensation insurance in accordance with the requirements under Florida's Worker's Compensation law.
- 5.5 The COUNTY shall require its contractors, subcontractors consultants and subconsultants to forward, within 5 (five) days of its receipt, copies of any notices of cancellation or any other communications it receives that are related to any and all policies of insurance referenced in paragraphs 5.1 through 5.4 above and which affect or potentially affect such coverage available to the DEPARTMENT.

SECTION 6 COMMENCEMENT AND TERMINATION OF AGREEMENT

- 6.1 This Agreement shall take effect upon being executed by the parties and shall be terminated upon completion of construction.

SECTION 7 MISCELLANEOUS PROVISIONS

- 7.1 Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both parties.
- 7.2 Any notice or other document which either party is required to give or deliver to the other shall be given in writing and served either personally or mailed to:

TO DEPARTMENT:

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

TO COUNTY:

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

- 7.3 If any word, clause, sentence, or paragraph of the Agreement is held invalid, the remainder of the Agreement would continue to conform to the intent of this Agreement.

- 7.4 This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 7.5 Nothing herein shall be construed to create any third party beneficiary rights in any person not a party to this Agreement.

SECTION 8 ENTIRE AGREEMENT

This document embodies the whole Agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or Agreement, whether written or verbal between the parties hereto. This Agreement may be modified only in writing executed by all parties. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto, have caused these presents be executed by their duly authorized representatives.

PINELLAS COUNTY

ATTEST: _____ (SEAL) BY: _____
CLERK CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

DATE

Chucky Duran Pambert 2
ATTORNEY
PINELLAS COUNTY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

ATTEST: _____ (SEAL) BY: _____
EXECUTIVE SECRETARY DEBBIE HUNT
DIRECTOR OF TRANSPORTATION
DEVELOPMENT, DISTRICT SEVEN

DATE

ATTORNEY
DEPARTMENT OF TRANSPORTATION

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

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

PROJECT LOCATION: U.S. 19 (S.R. 55), from 49th Street North to 126th Avenue North.

PROJECT DESCRIPTION: Construction of Advanced Traffic Management System/ Intelligent Transportation System operational improvements on U.S. 19 (S.R. 55), from 49th Street North to 126th Avenue North.

DEPARTMENT AND COUNTY RESPONSIBILITIES:

The DEPARTMENT will reimburse the COUNTY up to \$766,700.00 (*Seven Hundred Sixty-Six Thousand, Seven Hundred Dollars*) upon receipt of properly documented invoices for the PROJECT. Funds are programmed in fiscal year 2013/2014 of the Adopted Five Year Work Program under FPN 406255 5 58 01.

The COUNTY shall hire a qualified consultant/contractor to perform the PROJECT.

The COUNTY will construct the PROJECT according to the FDOT Design Standards and provide each phase submittal to the District Traffic Operations Engineer for review and approval. Project exceptions/variations from the DEPARTMENT's criteria shall be submitted to the DEPARTMENT for review and approval.

The COUNTY shall invite the DEPARTMENT to participate in PROJECT meetings and provide periodic updates/status reports as requested.

All other provisions for compliance with this Agreement shall remain in full force in accordance with State of Florida and Federal Laws.

The COUNTY shall obtain DEPARTMENT approval of plans and specifications prior to authorization to advertise the PROJECT for bids.

The COUNTY shall provide the DEPARTMENT with an analysis of the bids and request concurrence from the DEPARTMENT prior to award of the construction contract.

The COUNTY will maintain the PROJECT for its useful life.

EXHIBIT "B"
PROJECT BUDGET

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

I. TOTAL ESTIMATED COST.....\$ 766,700.00

II. PROJECT PARTICIPATION

State\$ 766,700.00

Federal.....\$0.00

Local Participation\$0.00

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

Exhibit "C"
SCHEDULE OF SERVICES

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

- a) Design to be completed on or before N/A.
- b) Construction contract to be let on or before N/A.
- c) Construction to be completed on or before 12/31/2015.

Exhibit "1"

State Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

State Agency: Florida Department of Transportation

CSFA#: 55.023 State Highway Project Reimbursement

Amount: \$766,700.00

Program: 55150000 - Transportation Systems Operations
Budget Entity: 55150200 - Highway Operations
Specific Appropriation: GAA 2029
Appropriation Category: 088797
Authorization: Section 339.08(2)(e)
Objectives: To reimburse counties or municipalities for expenditures made on projects in the State Highway System.
Types Of Assistance: Cooperative Agreements
Applicant Type: Local Government
Restrictions: The project is to follow specifications agreed upon in the agreement. Funds to be used to fund the project are to have legislative approval.
Pre-Application Notice: N/A
Application Procedures: The program is to be included in the Department's Work Program.
Award Procedures: The Department enters into an agreement with the county or municipality. The agreement specifies what work is to be done.