

Financial Project No: <u>433068-1-54-01</u>	Vendor No.: <u>VF-596-000-674-016</u>
Contract No. _____	CSFA No. and Title: 55.009 Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO) _____

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
SMALL COUNTY OUTREACH PROGRAM AGREEMENT**

This Small County Outreach Program Agreement (“Agreement”) is entered into this _____ day of _____, _____ between the State of Florida, Department of Transportation (“Department”) and INDIAN RIVER COUNTY, (“Recipient”). The Department and the Recipient are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Department is authorized under Section 334.044 (7), Florida Statutes, and Section 339.2818, Florida Statutes to enter into this Agreement.
- B. The Small County Outreach Program (“SCOP”) has been created within the Department pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity (“RAO”)) with projects, excluding capacity improvement projects.
- C. The Department has determined that the transportation project described in **Exhibit “A”** attached and incorporated in this Agreement (“Project”), is necessary to facilitate the economic development and growth of the State and the Department is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Recipient for the direct costs of the Project.
- D. **Exhibits A, B, C, and D** are attached hereto and incorporated by reference into this Agreement.
- E. The Recipient is authorized to enter into this Agreement by the resolution attached and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

- 1. The recitals set forth above are incorporated by this reference in this Agreement.

2. The Recipient shall furnish all services as required in **Exhibit "A"** for completion of the Project.
3. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through June 30, 2020. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement. The estimated Project production schedule is as follows:
 - a. Design plans contract to begin on or before N/A, and design plans to be completed by N/A.
 - b. Actual Construction shall begin no later than January 1, 2019, and be completed by June 30, 2020.
4. The Department will participate in a maximum of 75 % of the actual total Project costs up to EIGHT HUNDRED SEVENTY SEVEN THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$877,600.00) (the maximum Department participation as set forth in Method of Compensation in **Exhibit B**). The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. Travel costs will not be reimbursed.
 - a. The Department agrees to compensate the Recipient for services described in **Exhibit "A"**, and as set forth in the Method of Compensation in **Exhibit "B"**.
 - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
 - c. 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, identified as Financial Project Number 433068-1-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**. Any changes to the deliverables shall require written approval in advance by the Department.

Invoices shall be submitted at least 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 must be

received and accepted in writing by the Department's Project Manager prior to reimbursements. The final invoice shall be accompanied by a Notice of Completion, **Exhibit "D"**.

- 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 level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met.
- e. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, 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 five 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 shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- f. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the 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 entities 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 (877) 693-5236.

- g. 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 include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- h. 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. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. (insert address below if required)
- i. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:
 - “The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid

for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

- j. The Department’s obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
 - k. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
 - l. 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.
5. 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 may include, but not be limited to, on-site visits by Department staff, 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. The Recipient 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 Recipient, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, 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 Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. **Exhibit "C"** to this Agreement provides the specific state financial assistance information 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, 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 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 government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to FDOTSingleAudit@dot.state.fl.us no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance 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. Copies of financial reporting packages required by this Agreement shall be submitted to:

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 (non-profit 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 (non-profit 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 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations 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, in accordance with Section 215.97(8)(l), Florida Statutes.

10. The Recipient shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement. Specifically, if the Recipient is acting on behalf of a public agency the Recipient shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Recipient.
 - b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Recipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Recipient shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Recipient and shall promptly provide the Department a copy of the Recipient's response to each such request.

11. The Recipient 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.
12. At the time of the competitive solicitation for the construction services, if 50 percent or more of the cost will be paid by from state-appropriated funds, then the Recipient must comply with the requirements of Section 225.0991, Florida Statutes.

13. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Recipient is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the Department; however, in such event, the Recipient will comply with all terms and conditions of such permit in construction of the subject facilities.
14. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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 thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
15. 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 Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
16. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity;

and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

17. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the 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. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/sub consultants who perform work in connection with this Agreement.

“To the fullest extent permitted by law the Recipient’s contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of contractor and persons employed or utilized by contractor in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.

To the fullest extent permitted by law, the Recipient’s consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.”

18. 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) 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.

19. 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. 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. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. 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.
20. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
21. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.

22. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of the Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) days written notice to the Department. 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.
23. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.
24. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:

Florida Department of Transportation
3400 W. Commercial Blvd.
Fort Lauderdale, Florida 33309
Attn: Leos Kennedy, Jr.
Copy: Project Manager, Carlos Lemus
2nd Copy: District's General Counsel

TO RECIPIENT:

Indian River County
1801 27th Street
Vero Beach, Florida 32960
Attn: Richard Szyrka, P.E.
Copy: Indian River County's General Counsel

25. 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.
26. 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.

27. This Agreement shall not be construed to grant any third party rights.
28. In no event shall the making by the Department of 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.
29. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.
30. 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 thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
31. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
32. Time is of the essence as to each and every obligation under this Agreement.
33. The Department and the Recipient acknowledge and agree to the following:
 - i. The Recipient 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 Recipient during the term of the contract; and
 - ii. The Recipient shall expressly require any contractors and 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 contractor/subcontractor during the contract term.
34. This Agreement may be executed in duplicate originals.

Florida Statutes:
334.044(7)

35. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

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

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY
(Name of RECIPIENT)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

BY: _____

TITLE: CHAIRMAN

TITLE: DIRECTOR OF TRANSP. DEVELOPMENT

Print Name: PETER D. O'BRYAN

Print Name: STACY L. MILLER, P.E.

Date: _____

Date: _____

OFFICE OF THE GENERAL COUNSEL

ATTEST:
Jeffrey R. Smith, Clerk of Court & Comptroller

LEGAL REVIEW: _____

By: _____
, Deputy Clerk

See attached encumbrance form for date of
Funding approval by Comptroller.

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

Recipient's LEGAL REVIEW: _____

Print Name: WILLIAM K. DEBRAAL
DEPUTY COUNTY ATTORNEY

Exhibit A
SCOPE OF WORK
&
DELIVERABLES
CR-512 RESURFACING
(MYRTLE STREET TO 125TH AVE)
FM# 433068-1-54-01

This Project will consist of construction (milling and resurfacing) and CEI services for an existing 1.6 miles of pavement on of Myrtle Street to 125th Ave. The Project work will also include, but not be limited to the milling the existing asphalt and installation of superpave asphaltic concrete, installation of signal mast arms and associated controllers with video detection, widening paved shoulders, sodding and installation of thermoplastic pavement markings, replacement of sidewalk curb returns for ADA compliance.

**Exhibit A
DELIVERABLES
FM# 433068-1-54-01**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY.
101-1	Mobilization	LS	1
102-1	Maintenance of Traffic	LS	1
102-99	Portable Changeable Message Sign, Temporary	ED	388
104-1	Erosion Control	LS	1
110-1-1	Clearing & Grubbing	AC	13.50
120-1	Regular Excavation	CY	678.00
120-6	Embankment	CY	298.00
160-4	Type B Stabilization	SY	9,037
285-701	Optional Base, Base Group 01	SY	5,424
285-706	Optional Base, Base Group 06	SY	331
327-70-6	Milling Exist Asph Pavt, 1 1/2" Avg Depth	SY	38,841
337-7-81	Asphaltic Concrete Friction Course (Traffic B, FC-12.5, PG76-22)	TN	3,658
430-174-112	Pipe Culvert Optional Material (SD) (Round) (12" Dia)	LF	28
520-1-10	Concrete Curb & Gutter, Type F	LF	35
522-2	Concrete Sidewalk and Driveways, 6" Thick	SY	542
527-2	Detectable Warnings	SF	611
570-1-2	Performance Turf, Sod	SY	9,710
630-2-11	Conduit, Furnish & Install, Open Trench	LF	143
630-2-12	Conduit, Furnish & Install, Directional Bore	LF	813
632-7-1	Signal Cable - New Or Reconstructed Intersection, Furnish & Install	PI	3
633-2-31	Fiber Optic Connection, Install, Splice	EA	4
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	1
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	1
633-3-15	Fiber Optic Connection Hardware, F&I, Patchpanel-Pre-Terminated	EA	1
634-4-152	Span Wire Assembly, F&I, Two Point, Diagonal	PI	2
635-2-11	Pull & Splice Box, F&I, 13" X 24" Cover Size	EA	22
635-2-12	Pull & Splice Box, F&I, 24" X 36" Cover Size	EA	5
639-1-122	Elec. Power Service, F&I, Underground, Meter Purchase By Contractor	AS	3
639-2-1	Electrical Service Wire	LF	647
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	3
641-2-11	Prestressed Concrete Pole, F&I, Type P-II Pedestal	EA	5
641-2-14	Prestressed Concrete Pole, F&I, Type P-IV	EA	3
641-2-70	Prestressed Concrete Pole, Shallow Pole Removal-Pole 30' And Greater	EA	4
646-1-11	Aluminum Signals Pole, Pedestal	EA	4
646-1-60	Aluminum Signals Pole, Remove	EA	4
649-31-101	Mast Arm, F&I, Wind Speed - 150, Single Arm, W/O Luminare - 36'	EA	1
649-31-102	Mast Arm, F&I, Wind Speed - 150, Single Arm, W/O Luminare - 46'	EA	3
650-1-11	Traffic Signal, Furnish & Install Aluminum, 1 Section, 1 Way	AS	16
650-1-14	Traffic Signal, Furnish & Install, Aluminum, 3 Section, 1 Way	AS	4
650-1-19	Traffic Signal, Furnish & Install, Aluminum, 5 Section Cluster, 1 Way	AS	4
653-1-12	Pedestrian Signal, Furnish & Install, Led Countdown, 2 Way	AS	4
660-4-11	Vehicle Detection System - Video, F&I, Cabinet Equipment	EA	1
660-4-12	Vehicle Detection System - Video, F&I, Above Ground Equipment	EA	4
665-1-11	Pedestrian Detector, Furnish & Install, Standard	EA	8
670-4-1	Intersection Control Beacon Controller Assembly, Furnish & Install	AS	2
670-5-111	Traffic Controller Assembly, F&I, Nema, 1 Preemption	AS	1
670-5-600	Traffic Controller Assembly, Remove Controller With Cabinet	AS	1
682-1-113	ITS CCTV Camera, F&I, Dome PTZ Enclosure - Pressurized, IP, High Definition	EA	2
682-1-600	ITS CCTV Camera, Remove & Disposal	EA	1
684-1-4	Managed Field Ethernet Switch, Relocate	EA	1

**Exhibit A
DELIVERABLES
FM# 433068-1-54-01**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY.
685-1-11	Uninterruptible Power Supply, Furnish & Install, Line Interactive	EA	1
700-1-11	Single Post Sign, F&I Gm, ≤ 12 Sf	AS	68
700-1-12	Single Post Sign, F&I Gm, 12 Sf - 20 Sf	AS	12
700-1-50	Single Post Sign (Relocate)	AS	5
700-1-60	Single Post Sign (Remove)	AS	3
700-5-22	Internally Illuminated Sign, Furnish & Install, Overhead Mount, 12-18 Sf	EA	12
700-12-21	Sign Beacon, F&I Ground Mount- Solar Powered, One Beacon	AS	2
706-3	Retro-Reflective Pavement Marker	EA	683
711-11-123	Thermoplastic Pavement Markings, White, Solid for Crosswalk or Roundabout, 12"	LF	1,785
711-11-125	Thermoplastic Pavement Markings, White, Solid for Stop Lines or Crosswalk, 24"	LF	1,154
711-11-141	Thermoplastic, White, 6-10 Dotted Extension, 6"	GM	0.06
711-11-160	Thermoplastic, Message or Symbol (SCHOOL)	EA	2
711-11-170	Thermoplastic, Arrows	EA	22
711-11-224	Thermoplastic Pavement Markings, Yellow, Solid for Diagonal or Chevron, 18"	LF	536
711-16-101	Thermoplastic, Standard- Other Surfaces, White, Solid, 6"	GM	2.85
711-16-201	Thermoplastic, Standard- Other Surfaces, Yellow, Solid, 6"	GM	3.67
711-16-202	Thermoplastic, Standard- Other Surfaces, Yellow, Solid, 8"	GM	0.03
711-16-231	Thermoplastic, Standard- Other Surfaces, Yellow, Skip, 6"	GM	0.140

CEI CLASSIFICATIONS

SR. PROJECT ENGINEER
 PROJECT ADMINISTRATOR
 SR. INSPECTOR
 INSPECTOR
 INSPECTOR'S AIDE
 QUALITY CONTROL (QC) MANAGER
 EARTHWORK CONSTR. INSPECTOR LEVEL 1
 EARTHWORK CONSTR. INSPECTOR LEVEL 2
 ASPHALT PAVING TECHNICIAN LEVEL 1
 ASPHALT PAVING TECHNICIAN LEVEL 2

EXHIBIT "B"
METHOD OF COMPENSATION

FINANCIAL PROJECT NO. 433068-1-54-01

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Indian River County referenced by the above Financial Project Number

Schedule of Funding:

	FY 2018	FY 2019	TOTAL
I. TOTAL PROJECT	\$	\$	\$
Design	\$	\$	\$
Right of Way	\$	\$	\$
Construction and CEI	\$ 1,081,911.00	\$ 478,089.00	\$ 1,560,000.00
II. PARTICIPATION:			
Maximum Department Participation	\$ 399,511.00	\$ 478,089.00	\$ 877,600.00
Local Participation	\$ 682,400.00	\$ 0.00	\$ 682,400.00
In-Kind	\$	\$	\$
Cash	\$	\$	\$
Combination In-Kind/Cash	\$	\$	\$
Waiver or Reduction	\$	\$	\$
TOTAL PROJECT COST:	\$ 1,081,911.000	\$ 478,089.00	\$ 1,560,000.00

Please submit four copies of invoice(s) to the following address:

Florida Dept. of Transportation. Program Management Div., Attn: Leos A. Kennedy, Jr.

3400 W. COMMERCIAL BLVD., FT. LAUDERDALE, FLORIDA 33309

EXHIBIT "C"

STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)

CSFA Number: 55.009

Award Amount: \$ 877,600.00

Specific information for CSFA Number 55.009 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

Compliance requirements for CSFA Number 55.009 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

EXHIBIT "D"
NOTICE OF COMPLETION

SMALL COUNTY OUTREACH PROGRAM

between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

And

INDIAN RIVER COUNTY (RECIPIENT)

PROJECT DESCRIPTION: Construction & CEI Services of CR-512 from Myrtle Street to 125th Avenue

FINANCIAL PROJECT NUMBER: 433068-1-54-01

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

By: _____

Name: _____

Title: _____

THIS IS AN EXHIBIT ONLY. NOT FOR EXECUTION!!

EXHIBIT E
Recipient's Resolution