

RESOLUTION NO. 2021- 116

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF A MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND ST. JOHNS COUNTY TO REINSTATE AND EXTEND THE TERM OF CONTRACT NUMBER H0013 AND INCREASE THE FEDERAL FUNDING AMOUNT TO \$530,647.50 FOR THE US 1 AND LEWIS POINT ROAD SIGNAL IMPROVEMENT PROJECT; AUTHORIZING THE CHAIR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY; AMENDING THE FISCAL YEAR 2021 IMPACT FEE ZONE C FUND BUDGET TO RECEIVE UNANTICIPATED FEDERAL GRANT REVENUE OF \$117,285.50 AND STATE GRANT REVENUE OF \$164,711.75; AND AUTHORIZING ITS EXPENDITURE BY THE ST. JOHNS COUNTY ENGINEERING DEPARTMENT.

RECITALS

WHEREAS, the Florida Department of Emergency Management (FDEM) informed the County that the Federal Emergency Management Agency (FEMA) has approved the Hazard Mitigation Grant Program (HMGP) funding obligation budget revision for the US 1 and Lewis Point Road signal improvement project to upgrade the existing strain pole-designed intersection with a mast arm traffic signal (Project); and

WHEREAS, on or about February 6, 2018, the Board of County Commissioners adopted Resolution 2018-27 approving an HMGP subgrant agreement with FDEM for the Project; and

WHEREAS, the Florida Department of Emergency Management (FDEM) informed the County that the Federal Emergency Management Agency (FEMA) has extended the extension of the Period of Performance of the grant agreement to March 31, 2022; and

WHEREAS, the Project will mitigate signalization exposure and provide wind protection at the US Highway 1 and Lewis Point Road intersection and decrease traffic system vulnerability during major storm events; and

WHEREAS, the Project has been approved for construction in the amount of \$707,530.00, with a federal share of \$530,647.50 and a non-federal, County local share of \$176,882.50 as set forth in the Federally Funded SubGrant Agreement (Grant Agreement) attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the federal share funds have been received by the State of Florida, and the State of Florida will award the funds to the County pursuant to the Grant Agreement; and

WHEREAS, in Fiscal Year 2021, the St. Johns County Engineering Department budgeted for HMGP Signal Projects as approved by the Board of County Commissioners in the Fiscal Year 2021 Budget; and

WHEREAS, the County, when preparing its budget for Fiscal Year 2021, did not anticipate that FDEM would approve an additional \$117,285.50 from FEMA in Grant Revenue to upgrade signalization at US Highway 1 and Lewis Point Road intersection pursuant to the Grant Agreement; and

WHEREAS, FEMA has provided \$530,647.50 to the St. Johns County Engineering Department for the signalization upgrade; and

WHEREAS, the State of Florida Department of Transportation (FDOT) has awarded grant funds to the County to be used for expenses related to the US 1 and Lewis Point Road Signal Replacement Project; and

WHEREAS, the County, when preparing its budget for Fiscal Year 2021, did not anticipate the FDOT \$164,711.75 Grant Revenue to upgrade signalization at US Highway 1 and Lewis Point Road intersection; and

WHEREAS, recognizing and appropriating the additional \$117,285.50 FDEM Federal Grant and the \$164,711.75 FDOT State Grant to the Impact Fee Roads Zone C Fund will allow payment of expenses associated with signal asset(s) upgrade; and

WHEREAS, the Project is in the best interest of the County for the health, safety and welfare of its citizens.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as finds of fact.

Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the Modification to Subgrant Agreement between the Division of Emergency Management and St. Johns County, and authorizes the Chair to execute the Agreement on behalf of the County in substantially the form and format as attached.

Section 3. The Clerk is instructed to have two (2) copies of the original Agreement executed by the Chair and mailed to State of Florida, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, Attention: Ms. Veronica Ash, Grant Specialist.

Section 4. The Board of County Commissioners recognizes and appropriates unanticipated revenue in the amount of \$117,285.50 FDEM Federal Grant and the \$164,711.75 FDOT State Grant into Impact Fee Roads Zone C Fund and authorizes its expenditure by the St. Johns County Engineering Department.

Section 5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16 day of MARCH, 2021.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: *Jeremiah R. Blocker*
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit Court and Comptroller

By: *Pam Halterman*
Deputy Clerk

RENDITION DATE 3/18/21



SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	St. Johns County
PROJECT #:	4283-11-R
PROJECT TITLE:	US Hwy 1 and Lewis Point Road, Signal Replacement Project
CONTRACT #:	H0013
MODIFICATION #:	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Mr. John Burnham, CIP Program Manager St. Johns County 2740 Industry Center Road St. Augustine, Florida 32084

Enclosed is your copy of the proposed contract/modification between **St. Johns County** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input checked="" type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input checked="" type="checkbox"/>	Signed electronic copy
<input checked="" type="checkbox"/>	Reviewed and Approved
<input checked="" type="checkbox"/>	Signed and Dated by Official Representative
<input checked="" type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated
	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Electronic Submittal to the Grant Specialist Veronica.ash@em.myflorida.com on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4570 or email me at Holly.swift@em.myflorida.com.

Contract Number: 4283-11-R

Project Number: H0013

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
ST. JOHNS COUNTY**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and St. Johns County ("the Sub-Recipient") to modify Contract Number H0013, dated February 19, 2018 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$413,362.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on October 31, 2019; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms and increase the Federal Funding under the Agreement.

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

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin February 19, 2018 and shall end March 31, 2022, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by \$117,285.50, for the maximum amount payable under the Agreement to \$530,647.50, Five Hundred Thirty Thousand, Six Hundred Forty-Seven Dollars and Fifty Cents.
4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
5. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: ST. JOHNS COUNTY

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the intersection of US Highway 1 and Lewis Point Road in St. Augustine, St. Johns County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) DR-4283-11-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, St. Johns County, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide protection by upgrading the existing span-wire traffic signal structures located at US Highway 1 and Lewis Point Road, in St. Augustine, Florida, 32086.

The HMGP project scope of work proposes to replace an existing strain pole and components (pole and underground infrastructure), then complete the design, construction and installation of the new mast-arm signal.

The project shall provide wind speed protection and impact requirements indicated by the effective Florida Building Code or any other applicable code at the time permits are issued. Activities shall be in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	NW Corner U.S. Hwy 1	(29.851340, -81.233920)
2)	NE Corner U.S. Hwy 1	(29.851345, -81.322507)
3)	SW Corner U.S. Hwy 1	(29.851026, -81.322907)
4)	SE Corner U.S. Hwy 1	(29.851026, -81.322518)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.

- c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - d) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to the intersection of US Highway 1 and Lewis Point Road, St. Augustine, Florida 32086, by removing the existing span-wire and components, then designing, constructing, and installing the new mast arm.

The project shall provide wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of

work shall be approved by the Division and FEMA in advance regardless of the budget implications.

- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 9) This review does not address all federal, state, and local requirements. Acceptance of the federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 10) If ground disturbing activities occur during construction, the Sub-Recipient will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

This is FEMA project number **4283-11-R**. It is funded under HMGP, FEMA-4283-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4283.

FEMA awarded this project on October 19, 2017; this Agreement was executed on February

19, 2018, and the Period of Performance for this project shall end on **March 31, 2022**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State and Local Contracting:	3 Months
Construction Plan/Technical Specifications:	8 Months
Bidding / Local Procurement:	6 Months
Permitting:	5 Months
Construction / Installation:	20 Months
Local Inspections / Compliance:	3 Months
State Final Inspection / Compliance:	4 Months
Closeout Compliance:	4 Months
Total Period of Performance:	53 Months

BUDGET

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Cost</u>	<u>Non-Federal Cost</u>
Materials:	\$558,866.00	\$419,149.50	\$139,716.50
Labor:	\$52,285.00	\$39,214.00	\$13,071.00
Fees:	\$96,379.00	\$72,284.00	\$24,095.00
Initial Agreement Amount:	\$707,530.00	\$530,647.50	\$176,882.50
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$707,530.00	\$530,647.50	\$176,882.50

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division*

(FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$10,000.00

Funding Summary

Federal Share:	\$530,647.50	(75.00%)
<u>Non-Federal Share:</u>	<u>\$176,882.50</u>	<u>(25.00%)</u>
<u>Total Project Cost:</u>	<u>\$707,530.00</u>	<u>(100.00%)</u>

Contract ASE 21

Financial Project ID: 443828-1-58-01

Res 2019-159

CONSTRUCTION REIMBURSEMENT AGREEMENT

THIS CONSTRUCTION REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and St. Johns County ("Agency").

-RECITALS-

1. The Department previously programmed Financial Project Number 432406-1-52-01 ("FIN") in order to perform certain transportation facility improvements, including the lighting signals located at the intersections of Lewis Point Road and State Road 5/US1 ("Lewis Point Intersection") and the intersection of Shore Drive and State Road 5/US 1 ("Shore Drive Intersection") and the intersection of County Road 210 and SR 5 ("CR 210 Intersection"); and
2. The Department is the fee simple owner of State Road 5/US1 ("SR 5"); and
3. The Agency desires to reconstruct three traffic signals located at the Lewis Point Intersection, the Shore Drive Intersection, and the CR 210 intersection; and
4. The Lewis Point Intersection, the Shore Drive Intersection, and the CR 210 Intersection are all located within the Agency's jurisdiction and will be referred to collectively herein as the "Intersections"; and
5. The Agency has received federal grant funding to reconstruct the traffic signals located at the Intersections with galvanized mast arms ("Agency Project"), as more particularly described in Exhibit "A" (Project Description and Responsibilities); and
6. The grant monies received by the Agency will only fund seventy-five percent (75%) of the Agency Project and the Agency has requested the Department's participation in funding the remaining twenty-five percent (25%); and
7. The Agency desires to construct the Project and the Department is amenable to this request based on the terms and conditions of this Agreement; and
8. The Department shall fund its portion of the Agency Project ("Department's Participation") in accordance with the Schedule of Financial Assistance as more particularly shown in Exhibit "B"; and
9. The Department's ability to fund the Department's Participation is wholly contingent on appropriation of funds to the Department; and
10. The Agency shall construct the Agency Project; and
11. Based on this Agreement and its terms, the Department has removed the FIN from its work program and project schedule in order for the Agency Project to proceed; and
12. The Agency, by Resolution No. 2019-159, which is attached as Exhibit "C", has authorized its officers to execute this Agreement on its behalf; and

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. TERM

The Agency shall complete construction of the Agency Project, inclusive of Final Acceptance (as defined in Section 7.E below) by the Department, on or before December 31, 2021 ("Expiration Date"). In the event the Agency does not complete the Agency Project by the Expiration Date, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the Expiration Date is requested by the Agency and granted in writing by the Department prior to close of business on the Expiration Date. Expiration of this agreement will be considered termination of the Agency Project. The cost of any work performed after the Expiration Date of this Agreement will not be reimbursed by the Department.

4. E-VERIFY

The Agency (A) 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 Agency during the term of the contract; and (B) 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.

5. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

6. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

7. CONSTRUCTION

A. The Agency shall submit to the Department for review at least Phase II and Phase IV plans. The Agency shall furnish the Department's Local Maintenance Engineer ("LME") with four (4) signed and sealed copies of the construction plans and specifications for the Agency Project ("Plans and Specifications") prepared by a Florida registered professional engineer, or landscape architect providing professional services pursuant to Chapter 481, Florida Statutes, together with a construction schedule ("Construction Schedule") and such other documentation as the Department may require.

B. The Agency shall not commence construction of the Agency Project until such time as the LME issues final written approval of the Plans and Specifications and Construction Schedule for the Agency Project via issuance of one or more appropriate Department permits.

C. The Agency shall not make any changes to the approved Plans and Specifications for the Agency Project without the prior written approval of the LME. Changes to the approved Plans and Specifications for the Agency Project absent the prior written approval of the LME shall be deemed a material breach of this Agreement.

D. The Agency shall provide the Department with a minimum of seventy-two (72) hours prior written notice of its intent to commence construction of the Agency Project.

E. The Agency shall complete construction of the Agency Project in accordance with the Construction Schedule and shall provide the Department's LME with written notice of completion of construction of the Agency Project, including, final as-built plans and an engineering certificate that construction was completed in accordance with the Plans and Specifications. Thereafter, the LME, or designee, shall perform a final inspection. If the construction is in compliance

with the Plans and Specifications and applicable Governmental Law, the Department shall issue a final acceptance letter ("Final Acceptance"). In determining compliance with applicable Governmental Law, the Department may defer to the appropriate local, state, federal, administrative, regulatory or environmental entity. The Department shall notify the Agency in writing if the construction is deficient or not in compliance with the Plans and Specifications and applicable Governmental Law. Thereafter, the Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same. The Department shall not issue its Final Acceptance until the deficiency / non-compliance is corrected.

F. If the deficiency is not corrected timely, or if the Department determines that the construction remains deficient or non-compliant after receipt of the Agency's written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; or (2) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Compensation and Payment" section of this Agreement.

G. The Plans and Specifications, Construction Schedule, final as-built plans and engineering certificate for the Agency Project are incorporated herein and made part of this Agreement by reference.

8. OPERATION, MAINTENANCE & REPAIR.

Upon completion of the Agency Project and following Final Acceptance by the Department, the Department shall own, operate, maintain, and repair the Agency Project.

9. PROJECT FUNDING AND AUDITS

A. The Department's maximum participation shall be an amount up to and not to exceed Four-Hundred Three Thousand Three-Hundred Sixty-One Dollars and No/100 Dollars (**\$403,361.00**) ("Maximum Participation Amount"). The Agency agrees to bear all expenses in excess of the Department's Maximum Participation Amount, as outlined in Exhibit B.

1. The Agency shall submit all invoices for payment to Kim Evans, Kimberly.evans@dot.state.fl.us immediately upon receipt by the Agency of the same.

2. The Parties agree that at such time as the Department has reached the Maximum Participation Amount, the Agency shall immediately bear all expenses in excess of the Maximum Participation Amount from that point forward.

B. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit. Specifically, the Agency shall be required to comply as follows:

RECORDS RETENTION: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The Agency shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the Department.

C. COMPENSATION AND PAYMENT:

- a. The Department shall reimburse the Agency for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit B.
- b. The Agency 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 Agency Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A. Any changes to the deliverables shall require an amendment executed by both parties.

- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit A. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Agency shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit A has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges.
- e. **Travel expenses are not compensable under this Agreement.**
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 - If this box is selected, advance payment is authorized for this Agreement and **Exhibit "G"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

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

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

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to a Agency because of Agency 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 Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to

the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

- h. **Progress Reports.** Upon request, the Agency agrees to provide progress reports along with invoices no more often than monthly and no less than quarterly 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 Agency Project and of details thereof.
- i. If, after Agency Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Agency must submit the final invoice on the Agency Project to the Department within 120 days after the completion of the Agency Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Agency Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit B for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

- m. Any funds made available to the Agency by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Agency 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 Agency 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.

In determining the amount of the payment, the Department will exclude all project costs incurred by the Agency prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved **Schedule of Financial Assistance in Exhibit B** for the Agency Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Agency Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

10. PLACEMENT ON CONVICTED VENDOR LIST

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

11. COMPLETION OF THE PROJECT

A. If the Agency abandons or, before completion, discontinues the Agency Project, or for any other reason, the commencement, prosecution, or timely completion of the Agency Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

B. Upon final payment to the contractor for the entire Agency Project, the Agency shall, within one hundred twenty (120) days, furnish the Department with two (2) copies of its final and complete billing of all cost incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the job estimate. The final billing shall show the description and site of the Agency Project; the date on which the first work was performed or the date on which the earliest items of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where records and accounts billed can be audited. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Agency's general accounting records and the project records, together with supporting documents and records, or the contractor and all subcontractors performing work on the Agency Project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

12. CONTRACTING WITH THIRD PARTIES

Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract with any third party with respect to the Agency Project or obligate itself in any manner requiring the disbursement of Department funds without the prior written approval of the Department. Failure to obtain such prior written approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any contractor and to approve or disapprove the employment of the same.

13. ACCESS TO RECORDS

A. The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

B. The Agency shall make the project records available to the Department for inspection and shall require its consultants to permit the Department's authorized representatives to inspect all work, payrolls, records, and to audit the books, records and accounts pertaining to the financing, development and construction of the Agency Project.

14. COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

Execution of this Reimbursement Agreement constitutes a certification by the Agency that the Agency Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred as a result of such non-compliance.

15. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's acts or omissions ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal

environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for the Department's negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the City. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2017). The limit of the Department's liability for breach of this Agreement shall be identical to the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

17. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

18. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

19. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

20. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

21. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

22. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement

and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

24. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

25. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

26. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

27. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

28. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

29. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

30. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

31. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

32. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

33. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

34. COMPLIANCE WITH STATUTE

The Agency 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.

**INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE**

Financial Project No 443828-1-58-01

IN WITNESS WHEREOF, the Agency has caused this Agreement, consisting of fourteen (14) pages, to be executed in its behalf this 9th day of May, 2019, by the Chairman, authorized to enter into and execute same by Resolution Number 12019-159 of the Board on the 7th day of May, 2019, and the Department has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this 22nd day of May, 2019.

ST. JOHNS COUNTY

ATTEST: Pam Haltem (SEAL)
Deputy CLERK

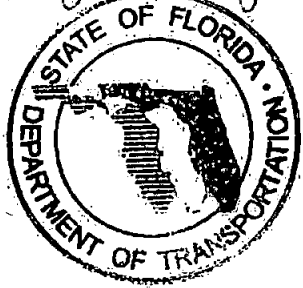
BY: Paul M. Waldron
CHAIR, BOARD OF COUNTY
COMMISSIONERS

Legal Review:

Al C. Lavin
Legal Counsel for Agency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: Elizabeth S. [Signature] (SEAL)
EXECUTIVE SECRETARY



DocuSigned by:
Greg Evans
BY: DISTRICT 2 SECRETARY
Greg Evans
5/22/2019 | 7:23 AM EDT

Legal Review:

DocuSigned by:
Melissa Blackwell
Melissa Blackwell
Availability of Funds
Approval:

5/15/19
(Date)

EXHIBIT "A"
(PROJECT DESCRIPTION AND RESPONSIBILITIES)

This exhibit forms an integral part of that certain Construction Reimbursement Agreement between the State of Florida Department of Transportation (Department) and St. Johns County, Florida (Agency), dated May 22, 2019.

PROJECT LOCATION:

The Agency Project is located at the intersections of CR 210 and SR 5, Lewis Point Road at US 1 (SR 5), and Shore Drive at US 1 (SR 5) in St. Johns County, Florida.

PROJECT DESCRIPTION:

Design, Construction and Construction Engineering and Inspection (CEI) of the traffic signals at CR 210 Intersection, the Lewis Point Intersection, and the Shore Drive Intersection using galvanized mast arms.

AGENCY RESPONSIBILITIES:

Any improvements constructed as part of the Agency Project and located on the FDOT system shall be reviewed and approved through the Department permitting process. If right-of-way activities become necessary, begin coordination with the Department at once. The Agency must use the RFP process to procure design and CEI consultants, if applicable. Prior to advertisement the Agency must provide the following: 1) signed and sealed plans (electronic, thru ERC) 2) Engineer's Estimate 3) documentation of RFP process for design and CEI consultant, if applicable 4) Right of Way, Railroad and Utility Certification and the bid documents include specification package and copy of advertisement.

Prior to concurrence by the Department: Agency shall submit: 1) name of lowest responsible / responsive bidder for Department verification 2) final bid documents 3) Agency's CEI selection 4) contractor's preliminary construction schedule 5) railroad coordination

Deliverables: Executed copy of the consultants and contractor's agreement with the Agency. Development of design plans and design related activities, Construction related activities and Construction Engineering and Inspection (CEI) related activities. Quarterly Invoices & Progress Report must be submitted. A field review must be done prior to final reimbursement request processed ensuring that all deliverables have been met in accordance with the contract. The Agency must invoice quarterly and provide a progress report. The Agency shall submit as-builts.

- The Agency shall commence the Agency Project activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a. Construction contract to be let on or before February 28, 2020.
- b. Construction to be completed on or before December 31, 2021.

If this schedule cannot be adhered to, the Agency shall notify the Department, in writing, with a revised schedule or the project is subject to the withdrawal of Department funding.

Time Extension is granted only for circumstances beyond the Agency's control.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- No invoice activity for 3 months, or
- No contract activity for 12 months.
- A field review must be done at the substantial completion of the project. To schedule afield review, contact Glenn English with Jacksonville Traffic Operations Department. Please copy in Kimberly Evans at Kimberly.evans@dot.state.fl.us..

EXHIBIT "A" CONT.
(PROJECT DESCRIPTION AND RESPONSIBILITIES)
"LOCATION MAP"

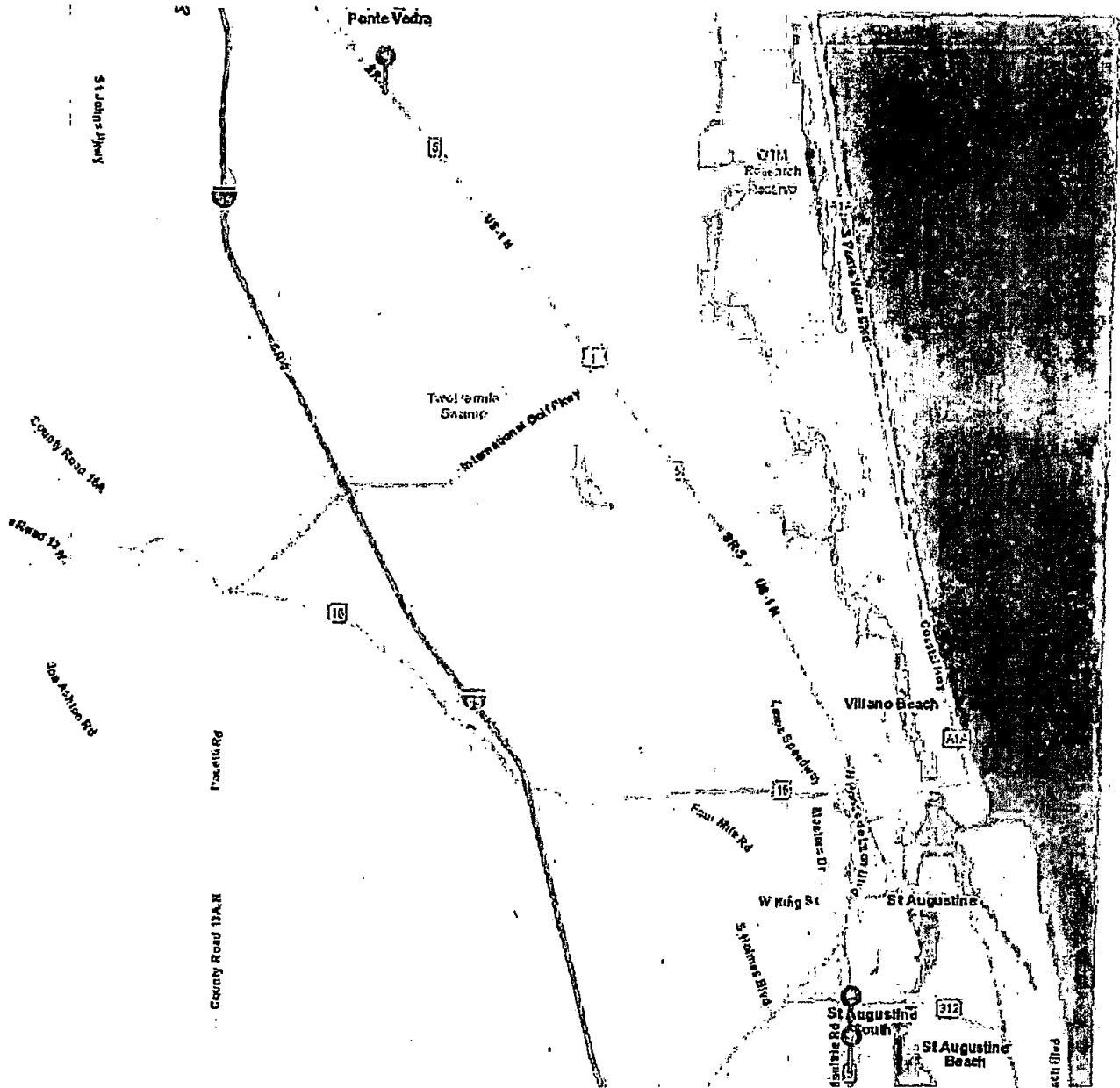


EXHIBIT "B"
(SCHEDULE OF FINANCIAL ASSISTANCE)

The Honorable Paul Waldron, Chair St. Johns County BOCC 500 San Sebastian View St. Augustine, Florida 32084St	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION REIMBURSEMENT AGREEMENT SCHEDULE OF FINANCIAL ASSISTANCE	Financial Project ID: 443828-1-58-01
		Contract Number:

PROJECT DESCRIPTION

Name: Traffic signals installation at CR 210 Intersection, the Lewis Point Intersection, and the Shore Drive Intersection using galvanized mast arms

Termini: Intersections of CR 210 at US 1 (SR 5), Lewis Point Road at US 1 (SR 5), and Shore Drive at US 1 (SR 5) in St. Johns County

Description of Work: Design, Construction and Construction Engineering and Inspection (CEI) of the traffic signals at the intersections of CR 210 at US 1 (SR 5), Lewis Point Road at US 1 (SR 5), and Shore Drive at US 1 (SR 5) using galvanized mast arms

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (75%)	(3) STATE & FEDERAL FUNDS (25%) (3)
Design			
<u>2016-2017</u>	_____	_____	_____
<u>2017-2018</u>	_____	_____	_____
<u>2018-2019</u>	\$ 289,000.00	\$ 289,000.00	_____
Total Design Cost	\$ 289,000.00	\$ 289,000.00	_____
Construction			
<u>2018-2019</u>	\$ 1,200,000.00	\$ 796,639.00	\$ 403,361.00
<u>2019-2020</u>	_____	_____	_____
<u>2020-2021</u>	_____	_____	_____
<u>2021-2022</u>	_____	_____	_____
Total Design/Construction/CEI Costs	\$ 1,200,000.00	\$ 796,639.00	\$ 403,361.00
Construction Engineering and Inspection (CEI)			
<u>2018-2019</u>	\$ 124,426.00	\$ 124,426.00	_____
<u>2019-2020</u>	_____	_____	_____
<u>2020-2021</u>	_____	_____	_____
	\$ 124,426.00	\$ 124,426.00	_____
Total Cost of Project	\$ 1,613,426.00	\$ 1,210,065.00	\$ 403,361.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

(RESOLUTION)

RESOLUTION NO. 2019- 159

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF A CONSTRUCTION REIMBURSEMENT AGREEMENT WITH THE STATE OF FLORIDA'S DEPARTMENT OF TRANSPORTATION (FDOT) IN THE AMOUNT OF \$403,361.00 IN ORDER TO REIMBURSE THE COUNTY'S SHARE OF DESIGN AND CONSTRUCTION COSTS FOR SIGNALIZATION IMPROVEMENTS AT THE INTERSECTIONS OF US-1 WITH CR-210, SHORE DRIVE, AND LEWIS POINT ROAD; AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE GRANT AGREEMENT ON BEHALF OF ST. JOHNS COUNTY (COUNTY); AND AMENDING THE FISCAL YEAR 2019 IMPACT FEE BUDGET TO RECEIVE UNANTICIPATED REVENUE.

RECITALS

WHEREAS, FDOT has informed the County that funds have been approved to reimburse the County's design and construction costs for the upgrade of signals at three separate locations; and

WHEREAS, the Project will improve the strength and stability of traffic signals at three intersections, and prevent possible delays caused by storms and other significant events; and

WHEREAS, the Project has been approved for design and construction in the amount of \$403,361.00 for the County's share as set forth in Construction Reimbursement Agreement attached hereto, incorporated by reference and made a part hereof; and

WHEREAS, the State of Florida's Department of Transportation will award the funds to the County pursuant to the Construction Reimbursement Agreement; and

WHEREAS, in Fiscal Year 2019, the Engineering Department budgeted for infrastructure projects as approved by the Board of County Commissioners in the Fiscal Year 2019 Budget; and

WHEREAS, the County, when preparing its budget for Fiscal Year 2019, did not anticipate receiving revenue from FDOT to upgrade the signals at the referenced locations pursuant to the Construction Reimbursement Agreement; and

WHEREAS, recognizing and appropriating \$403,361.00 to the Engineering Department for the County's share will allow payment of expenses associated with the upgrade of the signals; and

WHEREAS, the Project is in the best interest of the County for the health, safety and welfare of its citizens.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the Construction Reimbursement Agreement with the State of Florida's Department of Transportation, and authorizes the Chair of the Board of County Commissioners to execute the Agreement on behalf of the County for the purposes mentioned above and in substantially the form and format as attached.

Section 3. The Clerk is instructed to have two (2) copies of the original Grant Agreement executed by the Chair and mailed to State of Florida Department of Transportation, Attn: Kim Evans, District Local Programs Administrator, 1109 South Marion Avenue, Lake City, Florida, 32025.

Section 4. The Board of County Commissioners recognizes and appropriates unanticipated revenue in the amount of \$403,361.00 into the Impact Fee Fund.

Section 5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7 day of May, 2019.

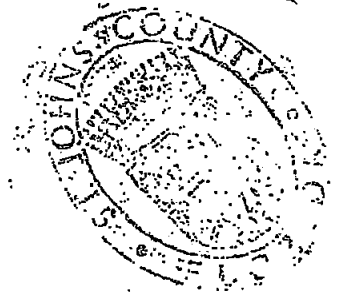
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Hatten
Deputy Clerk

RENDITION DATE 5/9/19



To: kimberly.evans@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

ASE21

5/15/2019

CONTRACT INFORMATION

Contract:	ASE21
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	ST. JOHNS COUNTY BOARD OF COUNT
Vendor ID:	F596000825003
Beginning Date of This Agreement:	05/14/2019
Ending Date of This Agreement:	12/31/2021
Contract Total/Budgetary Ceiling:	ct = \$403,361.00
Description:	traffic signal intersections at CR 210, Lewis Point, and Shore Drive

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 5/15/2019

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55024010206
Expansion Option:	A3
Object Code:	563000
Amount:	\$403,361.00
Financial Project:	44382815801
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2019
Budget Entity:	55150200
Category/Category Year:	088716/19
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$403,361.00