

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LOCAL AGENCY PROGRAM AGREEMENT

CM2306  
E25-010-00  
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FPN: 433987-1-38-02 Fund: ACSA FLAIR Approp: \_\_\_\_\_  
 Federal No: \_\_\_\_\_ Org Code: 55023010248 FLAIR Obj: \_\_\_\_\_

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County No: 74 Contract No: G0897 Vendor No: F591863042053  
 FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: \_\_\_\_\_  
 Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Nassau County ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. 2016-49 dated the 11th day of April, 2016, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design and management of bike path/trail on Bailey & Simmons Road from Sports Complex to Fletcher Avenue, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before 12/31/2017. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

- A. The total cost of the Project is \$ 25,000.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.1.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$25,000.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
  - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments:**

- A. 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 Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- 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 level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. 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 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 five 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 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 Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services 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 goods or services are received, inspected, and approved.

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

- H. 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 Agency'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.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the 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.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. 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

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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."

**6. Department Payment Obligations:** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

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

**7. General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

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- v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B.** Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C.** If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D.** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E.** The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G.** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. **Audit Reports:** The administration of resources awarded through the Department to the Agency 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 federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

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- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  5. Withhold further federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including

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financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

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

**9. Termination or Suspension of Project:** The Department may, by written notice to the Agency, suspend any or all of the Agency's 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 this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor 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 unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon



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the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**10. Contracts of the Agency:**

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:** Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

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Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:** During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. 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.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public 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.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, 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 misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

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

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, 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 misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

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Page 12 of 15**16. Miscellaneous Provisions:**

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency 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 Agency 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.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

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- continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N. The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
  - ii. shall expressly require any contractor 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 subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P. The Parties agree 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.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
  - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
  - iii.  If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

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**LOCAL AGENCY PROGRAM AGREEMENT**525-010-40  
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- iv.  An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
- v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
- vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
- vii.  State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii.  This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii.  State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

*The remainder of this page intentionally left blank.*

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**LOCAL AGENCY PROGRAM AGREEMENT**

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

AGENCY NASSAU COUNTY

By: Walter J. Boatright  
Name: Walter J. Boatright  
Title: Chairman

Attest: John B. Campbell  
Title: Ex-Officio Clerk mhp  
4.12.16  
Boatright CS

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: Greg Evans  
Name: Greg Evans  
Title: District Secretary

Legal Review:

Melissa K. Blackwell 6.1.16

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT 1****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program Site: <https://www.cfda.gov/>  
Award Amount: \$25,000.00  
Awarding Agency: Florida Department of Transportation  
Award is for R&D: No  
Indirect Cost Rate: N/A

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

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*  
[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)

OMB Circular A-133 Compliance Supplement 2014  
[http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2014](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a087\\_2004/](http://www.whitehouse.gov/omb/circulars_a087_2004/)

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a102/](http://www.whitehouse.gov/omb/circulars_a102/)

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141  
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsr.gov/>



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 433987-1-38-02

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

Nassau County

**PROJECT LOCATION:**

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

**PROJECT LENGTH AND MILE POST LIMITS:** .928 miles, mile posts .000 to .928

**PROJECT DESCRIPTION:** design and management of bike path/trail on Bailey & Simmons Road from Sports Complex to Fletcher Avenue

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

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

The Agency will manage a design contract that has been procured by the Department.

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

- a) Study to be completed by . . . . .
- b) Design to be completed by 12/31/2017.
- c) Right-of-Way requirements identified and provided to the Department by 12/31/2017.
- d) Right-of-Way to be certified by 12/31/2017.
- e) Construction contract to be let by . . . . .
- f) Construction to be completed by . . . . .

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

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** Nassau County is managing a design contract that has been procured by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS Nassau County Attn: Scott Herring 96161 Nassau Place Yulee, FL 32097	FPN: 433987-1-38-02
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TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Planning-18</b> FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Total Planning Cost</b>				
<b>Project Development &amp; Environment (PD&amp;E) - 28</b> FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Total PD&amp;E Cost</b>				
<b>Design - 38</b> FY: 2015-2016 FY: FY:	<u>25,000.00</u> _____ _____	_____ _____ _____	_____ _____ _____	<u>25,000.00</u> _____ _____
<b>Total Design Cost</b>	25,000.00			25,000.00
<b>Right-of-Way - 48</b> FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Total Right-of-Way Cost</b>				
<b>Construction-58</b> FY: FY: FY: FY:	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Total Construction Cost</b>				
<b>Construction Engineering and Inspection (CEI) - 68</b> FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Total CEI Cost</b>				
<b>Operations - 88</b> FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Total Operations Costs</b>				
<b>TOTAL COST OF THE PROJECT</b>	25,000.00			25,000.00

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****Exhibit "E"**  
**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the *REGULATIONS*), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by *Section 21.5* of the *REGULATIONS*, including employment practices when the contract covers a program set forth in *Appendix B* of the *REGULATIONS*.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the *REGULATIONS* relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the *REGULATIONS* or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such *REGULATIONS*, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40F  
PROGRAM MANAGEMENT  
OGC - 08/15  
Page 1 of 1

**EXHIBIT "F"**

**AGENCY RESOLUTION**

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 2016-49

A RESOLUTION AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

WHEREAS, the Public Works Director has recommended that the Board of County Commissioners of Nassau County, Florida, execute a Local Agency Program Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the design for Bailey-Simmons Trail from South Fletcher Avenue to Bailey Road in Nassau County, Florida (Financial Project ID No. 433987-1-38-02).

NOW, THEREFORE, BE IT RESOLVED, this 11th day of April, 2016, by the Board of County Commissioners of Nassau County, Florida as follows:

- 1. The Local Agency Program Agreement between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorized to execute said agreement.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

Walter J. Boatright, Chair

Attest as to Chairman's signature:

Approved as to form by the Nassau County Attorney:

John A. Crawford, Ex-Officio Clerk

Michael Schumiller



TRUE COPY John A. Crawford, Ex-Officio Clerk

TO: PG223RP@dot.state.fl.us

SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT G0B97

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #G0B97 Contract Type: Method of Procurement:

Vendor Name: NASSAU COUNTY BO

Vendor ID: VF591863042053

Beginning date of this Agmt: 05/25/16

Ending date of this Agmt: 12/31/17

\*\*\*\*\*

ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA

(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR

AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS

\*\*\*\*\*

Action: ORIGINAL Funds have been: APPROVED

55 023010248 \*AE \*780000 \* 25000.00 \*43398713802 \*215 \*20.205

2016 \*55100100 \*088849/16

0001 \*00 \* \*0001/04

-----  
TOTAL AMOUNT: \*\$ 25,000.00 \*  
-----

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER

DATE: 05/26/2016



*Florida Department of Transportation*

**RICK SCOTT**  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

**JIM BOXOLD**  
SECRETARY

June 9<sup>th</sup>, 2016

J. Scott Herring, P.E., Public Works Director – **Sent Via Email**  
Nassau County Public Works  
96161 Nassau Place  
Yulee, Florida 32097

**Subject: Design Notice to Proceed**  
**Project Description: Bailey & Simmons Road Bike Path/Trail**  
**Financial Project ID: 433987-1-38-01**  
**Local Agency Program Agreement: G0B97**

Dear Mr. Herring

**This letter serves as your Notice to Proceed for the design and project management of the subject project.** Element Engineering has been assigned to assist your agency with the design, development of the bid package and bringing a contractor onboard. Your agency is responsible for managing the assigned consultant. Funding is allocated in the LAP Agreement to support your oversight and project management.

At this point you are free to begin tasking the consultant with the necessary assignments to deliver the subject project. Please take the lead on scheduling a project kick-off meeting so that we can discuss delivery of the subject project and the need levels of oversight from your agency and the District Local Programs section.

Thank you for your assistance in securing approval and execution of this agreement. An executed copy is attached to this letter. Should you have questions or need additional information, I can be reached at 386-758-3759.

Sincerely,

Roosevelt Penhomme, CPM  
District Local Programs Administrator



/rp  
Enclosures

cc: David Cerlanek, District Program Administration Engineer  
Faith Myers, FCCM, District Local Program Coordinator  
Derek Gil, P.E., Element Engineering



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TASK WORK ORDER FOR PROFESSIONAL SERVICES**

3/75 C30-25  
 PROCUREMENT  
 10/14  
 Page 1 of 6

Consultant: Element Engineering Group			
Address: 1713 East 9th Avenue, Tampa Florida, 33605			
(To be entered upon execution of T.W.O.) Date: <u>5/25/2016</u>		Task Work Order No.: <u>9</u>	
Contract No. C9J69		Payment FM No.: 43398713801	
Brief Task Description: Design of multi-use trail on Bailey and Simmons Rd from Sports Complex to Fletcher Ave			
In accordance with the above referenced contract, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All services required under this Task Work Order will be completed on or before: <u>7/1/2018</u>			
The total amount or the limiting amount of the compensation will be: <u>\$217,508.00</u>			
Compensation elements are as follows:			
Element Description	Method of Compensation	Amount	Est*
Basic Services	(LS2) Lump sum paid based on % of completion	\$161,770.00	
Specifications Review	(LA4) Units worked at loaded billing rates in Table 6	\$4,400.00	
Survey Services	(LA4) Units worked at loaded billing rates in Table 6	\$51,338.00	
<b>Page 1 Total</b>		<b>\$217,508.00</b>	
<b>Page 2 thru 6 Subtotal</b>			
<b>Total</b>		<b>\$217,508.00</b>	
Other Notes:			
Total authorizations to date (including this one):			
<b>Departmental Approval:</b>			
Roosevelt Petithomme	District Local Agency Program Admin		
(name)	(title)	(signature)	
<b>Consultant Acceptance:</b>			
Derek Gil	President		
(name)	(title)	(signature)	

\*Limiting or Estimated/Budgeted Amount.

Distribution \_\_\_\_\_

**ATTACHMENT "A"**



**TASK WORK ORDER NO. 9  
SCOPE OF SERVICES**

**Design Services for Support of the Local Agency Program  
Contract No. C9J69  
(BASE CONSULTANT AGREEMENT)**

**Design Services  
For  
Financial Project ID: 433987-1-38-01**

**Bailey & Simmons Rd. From Sports Complex to Fletcher Ave.**

**Nassau County**

**May 10, 2016**

**ATTACHMENT "A"**

**TASK WORK ORDER No. X  
SCOPE OF SERVICES**

**Design Services for Support of the Local Agency Program  
Contract No. C9J69  
(BASE CONSULTANT AGREEMENT)**

**Design Services  
For  
Financial Project ID: 433987-1-38-01**

**Bailey & Simmons Rd. From Sports Complex to Fletcher Ave.  
Nassau County**

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**ATTACHMENT "A"**

**TASK WORK ORDER NO. X  
SCOPE OF SERVICES**

**Design Services for Support of the Local Agency Program  
Contract No. C9J69  
(BASE CONSULTANT AGREEMENT)**

**Design Services  
For  
Financial Project ID: 433987-1-38-01  
Bailey & Simmons Rd. From Sports Complex to Fletcher Ave.  
Nassau County**

**I. DESCRIPTION**

The above-described Base Consultant Agreement provides for the issuance of Task Work Orders for miscellaneous design services relating to specific production projects. This Task Work Order provides for the design of 10 feet wide asphalt multi-use trail, crosswalks, signs and pavement markings along Simmons Road from the Ybor Alvarez Sports Complex to Fletcher Avenue (A1A) in Nassau County, in accordance with applicable provisions of the Base Consultant Agreement, including that Agreement's Exhibit A ("Scope of Services"), which is incorporated herein by reference. The Major Work Mix is "Minor Highway".

**II. OBJECTIVES**

The purpose of this Attachment is to describe the Task Work Order scope of work and the responsibilities of the CONSULTANT, the DEPARTMENT and the LOCAL AGENCY in connection with the design of the above-described production project and the preparation of the complete set of construction contract plans and specifications.

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, and LAP construction checklist, supporting engineering analysis, calculations and other technical documents in accordance with the policies of various Local Agencies, FDOT policy, procedures and requirements as contained in the Local Agency Program Manual. It should be noted that each LOCAL AGENCY may have different processes that the CONSULTANT will have to follow. These Contract documents will be used by the LOCAL AGENCY to bid the project and the contractor to build the project.

This Scope of Services establishes which items of work in the Florida Green Book, Plans Preparation Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicate which items of work will be the responsibility of the CONSULTANT, LOCAL AGENCY and/or the DEPARTMENT.

All plans and design documents are to be prepared with Standard English values. The plans shall be accurate, legible, and complete in design, furnished in reproducible form and shall be complete and suitable for bidding purposes. The CONSULTANT shall deliver final contract plans in electronic/digital format using LAPIT. The final contract plans shall be signed and sealed

### III. SERVICES

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments developed from prior studies and evaluations, and shall use the approved concepts as a basis for the design unless otherwise noted herein or directed by the LOCAL AGENCY and/or the DEPARTMENT.

The staff-hour estimates and negotiations for this Task Work Order shall follow the numerical hierarchy found in the newest revision of the standard Staff Hour Spreadsheet. It is not the intent of this Task Work Order Scope of Services to repeat the text of those sections, except where project-specific modifications are necessary.

The CONSULTANT shall be aware that as the project is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any additional fee request(s), Task Work Order(s) or Task Work Order Amendment(s).

The CONSULTANT shall incorporate the following into the design of the assigned project:

#### A. Project General Tasks (Activities 3)

**Public Involvement:** *Public involvement will be handle by the Local Agency with support by the CONSULTANT. Two meetings are anticipated. One at the 30% design phase and one prior to Final plan phase. The CONSULTANT will provide graphics for the meeting and have a design engineer present to answer questions.*

**Specifications Package and Construction Checklist Preparation:** *The CONSULTANT shall prepare and provide a specifications package prepared in accordance with the Local Agency's specifications guidance. The Specifications Package shall be prepared using the Local Agency's specification development methodology and applicable sections of the DEPARTMENT's Specs on the Web application. The CONSULTANT shall assist the LOCAL AGENCY with the preparation of the LAP Clear Letters and Construction Checklist.*

**Contract Maintenance and Local Agency Program Information Tool (LAPIT):** *Contract maintenance includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute subconsultant agreements, etc. All project files will be stored in the LAPIT system.*

## B. Roadway (Activities 4 – 5)

**Plan Type:** *The roadway plans shall be prepared in a Plan format. The plan sheets shall be plotted at a horizontal scale of 1" =50'. Plans will include the following sheets at a minimum:*

1. *Key Sheet*
2. *Summary of Pay Items Sheet*
3. *Typical Section Sheet*
4. *General Notes Sheet*
5. *Summary of Quantitates Sheet(s)*
6. *Project Layout Sheet*
7. *Plan Sheet(s)*
8. *Drainage Structure Sheet(s)*
9. *Cross Sheet(s)*
10. *Boardwalk and Viewing Platform Detail Sheet(s)*
11. *Trail Amenities Detail Sheet(s)*
12. *SWPPP Sheet(s)*
13. *Temporary Traffic Control Plan Sheet*

**Limits:** *Plans will include construction of a new 10 feet wide asphalt multi-use trail, crosswalks, signs and pavement markings along Simmons Road from the Ybor Alvarez Sports Complex to Fletcher Avenue (A1A)/Beach Access trail head. A distance of approximately 1.86 miles.*

**Typical Section:** *Two-lane un-divided rural with flush shoulder.*

**Transit Route Features:** *NA*

**Pavement Design:** *One pavement design will be developed for the trail.*

**Major Intersections/Interchanges:** *NA*

**Level of TCP Plans:** *1 – A Temporary Traffic Control Plan will be developed using notes and references to Design Standard Indexes. Consideration shall be given to the routing of pedestrian through the construction zone.*

## C. Drainage (Activity 6)

*The work includes minor modifications to existing drainage in order to accommodate the proposed trail. Ditch volumes will be maintained to the greatest extent feasible through balancing cut and fill. If balancing of cut and fill is not feasible, other methods of compensation will be explored with the LCOAL AGENCY and Water Management District. It is noted that the purpose of the project is not to improve existing drainage conditions along the corridor but*

*existing drainage data and reports will be reviewed to ensure a strong understanding of the existing drainage patterns around Isle de Mai so that the proposed trail will not exacerbate drainage conditions.*

D. Utility Coordination (Activity 7)

- 7.2 Prepare a Sunshine One Call Design Ticket*
- 7.3 Contact UAO's to confirm they are within project limits. Provide plan of proposed work and request no conflict/no involvement letter or email.*
- 7.7 Review any markups UAO's may provide*
- 7.9 Conduct Utility Design meeting at Post Phase I (30%).*
- 7.10 Review utility mark-ups and schedules.*
- 7.11 Contact UAO's to provide outstanding Utility Work Schedules.*
- 7.12 Assist EOR in conflict matrix development.*
- 7.15 Send final plans to UAO's*
- 7.16 Provide the DEPARTMENT and LOCAL AGENCY with response letters and request to CERT letter.*

*UAO mark-ups will be shown on the roadway plans.*

Utilities anticipated on the project: *Comcast Cable Communications, Inc., City of Fernandina Beach and Florida Public Utilities.*

Subsurface Utility Engineering (SUE) Survey: If applicable, see Section K.

*SUE designates will be performed in the vicinity of the proposed drainage modifications, retaining wall and boardwalk. SUE locates will be performed to clear potential conflicts with the proposed design.*

E. Environmental Permits (Activity 8)

*Environmental permits are not anticipated for modification of existing drainage system but an exemption letter will be requested from the Water Management District. An NPDES permit is anticipated based on the size of the project and anticipated size of the disturbed area.*

F. Structures (Activities 9 – 18) – *Structural details will be prepared for the boardwalk required to span the low lying areas between Fletcher Ave. and Ocean Ridge Dr. Details will also be developed for the viewing platform.*

G. Signing and Pavement Markings (Activities 19 and 20) - *The Signing and Pavement Markings will include the relocation of existing signs in conflict with the trail as well as high emphasis crosswalks and trail signage.*



- H. Signals - Non-ITS (Activities 21 and 22) – *N/A*
- I. Lighting (Activities 23 and 24) – *N/A*
- J. Landscape Architecture (Activities 25 and 26)

**Planting Plans:** *The landscape design will be developed at select locations along the path as identified in the concept plan. A potential plant list will be developed for the project based on aesthetics, cost, disease resistance, availability and suitability for the area.*

*A design concept meeting will be held with the County and the City to review and develop a general concept for the design. The concept will be further developed and presented in the Phase I (30 %±) Plan Submittal. Phase III (90%) and Final Signoff Submittals are anticipated.*

- K. Survey (Activity 27) –

**Survey Limits:** *The survey will cover along Simmons Road from the Ybor Alvarez Sports Complex to Fletcher Avenue (A1A) and extending 15' outside the ROW and 50' down side streets.*

**Design Survey:** *The CONSULTANT will recover/re-establish Horizontal and Vertical Project Control.*

*The CONSULTANT shall establish a baseline of survey along the proposed project limits as need to support the construction activities including references. Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines; high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports. Make a complete topographic survey including, but not limited to buildings, mail boxes, driveways, sidewalks, fences, signs, street light poles, above ground utilities, pavement, pavement markings, traffic signals, curbing, curb cuts, ADA ramps, side drains, cross drains, structures, manholes, valves, valve boxes, fire hydrants, phone pedestals, phone poles, trees, tree lines, ornamental trees, shrubs, guardrails, call boxes, traffic count cabinets, traffic sensor loops and lead-ins to window, pull boxes, etc. within the limits of the survey as outlined above. This is to be added to the existing CAiCE database.. Incorporate R/W information for entire project in the final topography delivery as shown on COUNTY R/W Maps.*

**Subsurface Utility Engineering (SUE) Survey:** *- Perform ASCE Quality Level "B" Designating (Painting/Flagging) the location within project limits.*

- L. Photogrammetry (Activity 28) – *N/A*

- M. Mapping (Activity 29) – *N/A*
- N. Geotechnical (Activity 35) – *N/A*
- O. Architecture (Activity 31) – *N/A*
- P. Noise Impact Design Assessment (Activity 32) – *N/A*
- Q. Intelligent Transportation Systems (Activities 33 and 34) – *N/A*

**IV. GOVERNING PROVISIONS FOR WORK**

The work under this Task Work Order assignment shall be conducted in accordance with the Base Consultant Agreement and any subsequent Amendments.

**V. DEPARTMENT RESPONSIBILITIES**

The DEPARTMENT's responsibilities will be as shown in the Base Consultant Agreement, and any subsequent Amendments, except as modified herein.

**VI. GENERAL**

**A. Meetings**

The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with LOCAL AGENCY, DEPARTMENT, between disciplines and subconsultants, such as access management meetings, pavement design meetings, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the LOCAL AGENCY Project Manager and DEPARTMENT's Program/Contract Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

**B. Field Reviews**

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

**C. Consultant's Schedule of Activities**

Within ten (10) days after written authorization to start, the CONSULTANT shall prepare and submit a detailed CPM schedule for CONSULTANT activities. For purposes of scheduling the CONSULTANT shall allow four (4) weeks DEPARTMENT / LOCAL AGENCY review time for each submittal. All schedules shall be updated and resubmitted for DEPARTMENT / LOCAL AGENCY approval

at any time prior schedules become obsolete. *Anticipated submittals include 30%, 90% and Final.*

D. Construction Cost Estimates

The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at each phase submittal.

E. Construction Duration

The CONSULTANT shall develop an estimate of construction contract duration based on the guidelines set forth in Chapter 1.2 of the Construction Project Administration Manual (CPAM). This estimate shall be submitted to the LOCAL AGENCY with the Phase III (90%) submittal package.

**VII. SUMMARY OF COMPENSATION**

For a summary of all compensation for this Task Work Order, please refer to the attached Attachment 'B', which is incorporated herein by reference.

**VIII. BEGINNING AND LENGTH OF SERVICES**

The Services requested under this Task Work Order shall commence with receipt of written authorization from the Professional Services Administrator, and shall be completed by such time as will support the assigned project's original Department schedule, or any Department-approved revisions thereto. However, this Task Work Order authorization shall remain open until project services are complete.

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project: Bailey & Simmons Rd. From Sports Complex to Fletcher Ave.  
 County: Nassau  
 FPN: 433987-1  
 FAP No.: TBD

Consultant Name: ELEMENT  
 Consultant No.: enter consultants prof. number  
 Date: 5/25/2016  
 Estimator: D. Gil

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Engineer	Senior Project Engineer	Senior Designer	Senior Engineering Technician	Secretary/Clerical	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$55.25	\$56.00	\$55.25	\$49.06	\$39.11	\$27.00	\$22.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3. Project General and Project Common Tasks	133	53	0	53	13	0	0	13	0	0	0	0	0	132	\$6,780	\$51.36
4. Roadway Analysis	592	0	30	0	148	207	207	0	0	0	0	0	0	592	\$22,684	\$38.32
5. Roadway Plans	242	0	0	0	0	109	133	0	0	0	0	0	0	242	\$7,854	\$32.45
6a. Drainage Analysis	40	0	2	0	10	14	14	0	0	0	0	0	0	40	\$1,532	\$38.30
6b. Drainage Plans	20	0	0	0	0	9	11	0	0	0	0	0	0	20	\$840	\$42.50
7. Utilities	44	0	0	0	15	29	0	0	0	0	0	0	0	44	\$1,870	\$42.50
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	105	0	5	0	5	42	53	0	0	0	0	0	0	105	\$3,809	\$34.37
20. Signing & Pavement Marking Plans	48	0	0	0	2	12	34	0	0	0	0	0	0	48	\$1,485	\$30.95
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>1,224</b>	<b>53</b>	<b>37</b>	<b>53</b>	<b>193</b>	<b>422</b>	<b>452</b>	<b>13</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,223</b>		
<b>Total Staff Cost</b>		<b>\$2,928.25</b>	<b>\$2,148.00</b>	<b>\$2,928.25</b>	<b>\$9,486.65</b>	<b>\$16,504.42</b>	<b>\$12,204.00</b>	<b>\$298.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$48,483.67</b>	<b>\$37.89</b>

Survey Field Days by Subconsultant  
 4 - Person Crew:

<b>SALARY RELATED COSTS:</b>			
OVERHEAD:	141.77%	✓	\$48,483.67
OPERATING MARGIN:	38.50%	✓	\$69,871.40
FCCM (Facilities Capital Cost Money):	0.412%	✓	\$17,886.47
EXPENSES:	11.01%	✓	\$191.43
	4-man crew	✓	\$5,115.64
Survey (Field - If by Prime)	0	days @ \$ / day	\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$135,830.51</b>
Subconsultant: LPAS			\$4,400.00
Subconsultant: SSMC			\$51,337.10
Subconsultant: DCA			\$28,240.00
Subconsultant: Sub 4			\$0.00
Subconsultant: Sub 5			\$0.00
Subconsultant: Sub 6			\$0.00
Subconsultant: Sub 7			\$0.00
Subconsultant: Sub 8			\$0.00
Subconsultant: Sub 9			\$0.00
Subconsultant: Sub 10			\$0.00
Subconsultant: Sub 11			\$0.00
Subconsultant: Sub 12			\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$217,997.81</b>
Geotechnical Field and Lab Testing			\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$217,997.81</b>
Optional Services			\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>			<b>\$217,997.81</b>

- Notes:  
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.  
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: Bailey & Simmons Rd. From Sports Complex to Fletcher Ave.  
 County: Nassau  
 FPN: 433987-1  
 FAP No.: TBD

Consultant Name: Local Public Agency Solutions  
 Consultant No.: enter consultants proj. number  
 Date: 5/25/2016  
 Estimator: Larry Taylor

Staff Classification	Total Staff Hours From "SH Summary Form"	Specialist	Staff Classification 2	Staff Classification 3	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
		\$110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$215.24	\$142.22	\$91.66	\$66.21	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
3. Project General and Project Common Tasks	40	40	0	0	0	0	0	0	0	0	0	0	0	40	\$4,400	\$110.00
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg's, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>40</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>		
<b>Total Staff Cost</b>		<b>\$4,400.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$4,400.00</b>	<b>\$110.00</b>

Check = \$4,400.00

<b>SALARY RELATED COSTS:</b>				<b>\$4,400.00</b>
OVERHEAD:	0.00%			\$0.00
OPERATING MARGIN:	0.0%			\$0.00
FCOM (Facilities Capital Cost Money):	0.00%			\$0.00
EXPENSES:	0.00%			\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$4,400.00</b>
Survey (Field)	0	3-man crew d \$	- / day	\$0.00
Geotechnical Field and Lab Testing				\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$4,400.00</b>
Optional Services				\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>				<b>\$4,400.00</b>

- Notes:
1. This sheet to be used by Subconsultant to calculate its fee.
  2. Survey crew days are based on a 3-man crew 8 hour days

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: **Bailey & Simmons Rd. From Sports Complex to Fletcher Ave.**  
 County: **Nassau**  
 FPN: **433987-1**  
 FAP No.: **TBD**

Consultant Name: **Southeastern Surveying and Mapping Corp.**  
 Consultant No.: **enter consultants proj. number**  
 Date: **5/25/2016**  
 Estimator: **Robert W. Gardner, PSM**

Staff Classification	Total Staff Hours From "SH Summary Form"	Senior Surveyor & Mapper	Surveyor & Mapper	CADD Technician	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
		By Activity	Cost By Activity	Rate Per Task												
3. Project General and Project Common Tasks	0	\$187.32	\$108.02	\$72.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DM/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
9. Structures - Misc. Tasks, Dwgs. Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
27. Survey (Field & Office Support)	132	13	33	86	0	0	0	0	0	0	0	0	0	132	\$12,264	\$92.91
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DM/0!
<b>Total Staff Hours</b>	<b>132</b>	<b>13</b>	<b>33</b>	<b>86</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>132</b>		
<b>Total Staff Cost</b>		<b>\$2,435.16</b>	<b>\$3,594.36</b>	<b>\$6,234.14</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,263.86</b>	<b>\$92.91</b>

Check # **112,263.86**

- Notes:
1. This sheet to be used by Subconsultant to calculate its fee.
  2. Survey crew days are based on a 3 -man crew 8 hour days

<b>SALARY RELATED COSTS:</b>		<b>\$12,263.86</b>
<b>OVERHEAD:</b>	0%	<b>\$0.00</b>
<b>OPERATING MARGIN:</b>	0%	<b>\$0.00</b>
<b>FCCM (Facilities Capital Cost Money):</b>	0.00%	<b>\$0.00</b>
<b>EXPENSES:</b>	0.00%	<b>\$0.00</b>
<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$12,263.86</b>
Survey (Field)	29	3-man crew @ \$ 1,347.36 / day
Geotechnical Field and Lab Testing		<b>\$39,073.44</b>
<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$51,337.10</b>
Optional Services		<b>\$0.00</b>
<b>GRAND TOTAL ESTIMATED FEE:</b>		<b>\$51,337.10</b>

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: Bailey & Simmons Rd. From Sports Complex to Fletcher Ave.  
 County: Nassau  
 FPN: 433987-1  
 FAP No.: TBD

Consultant Name: DCA  
 Consultant No.: enter consultants proj. number  
 Date: 5/25/2016  
 Estimator: David Conner

Staff Classification	Total Staff Hours From 'SH Summary Form'	Senior Landscape Architect	Landscape Architect	Designer II	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
		\$145.00	\$110.00	\$95.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg's, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	161	16	56	89	0	0	0	0	0	0	0	0	0	161	\$18,045	\$99.66
26. Landscape Architecture Plans	108	5	32	70	0	0	0	0	0	0	0	0	0	107	\$10,195	\$95.28
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>269</b>	<b>21</b>	<b>88</b>	<b>159</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>268</b>		
<b>Total Staff Cost</b>		<b>\$3,045.00</b>	<b>\$9,880.00</b>	<b>\$13,515.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$26,240.00</b>	<b>\$97.91</b>

Check = \$26,240.00

- Notes:  
 1. This sheet to be used by Subconsultant to calculate its fee.  
 2. Survey crew days are based on a 3-man crew 8 hour days

SALARY RELATED COSTS:		\$26,240.00
OVERHEAD:	0.00%	\$0.00
OPERATING MARGIN:	0.0%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	0.00%	\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$26,240.00</b>
Survey (Field)	0	3-man crew d \$ - /day
Geotechnical Field and Lab Testing		\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$26,240.00</b>
Optional Services		\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>		<b>\$26,240.00</b>

TO: PS233CD@dot.state.fl.us  
 SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT C9J69  
 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
 FUNDS APPROVAL

Contract #C9J69 Contract Type: CA Method of Procurement: C  
 Vendor Name: ELEMENT ENGINEER  
 Vendor ID: VF562565488001  
 Beginning date of this Agmt: 05/19/15  
 Ending date of this Agmt: 05/19/20  
 Contract Total/Budgetary Ceiling: bc = \$5,000,000.00

\*\*\*\*\*  
 Description:  
 Design Services for Support of the LAP (Local Agency Program  
 )

\*\*\*\*\*  
 ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA  
 (FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
 AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS  
 \*\*\*\*\*  
 Action: LOA Funds have been: APPROVED  
 55 023010248 \*A1 \*131512 \* 217508.00 \*43398713801 \*215 \*  
 2016 \*55100100 \*088849/16  
 W009 \*00 \*TWO09 \*0009/04

-----  
 TOTAL AMOUNT: \*\$ 217,508.00 \*  
 -----

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
 DATE: 05/25/2016



RESOLUTION NO. 2016-49

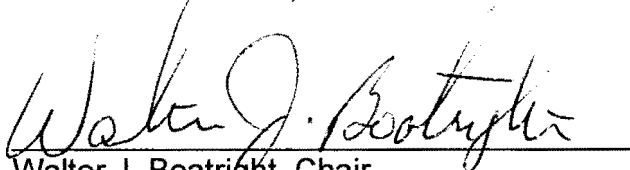
**A RESOLUTION AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**

WHEREAS, the Public Works Director has recommended that the Board of County Commissioners of Nassau County, Florida, execute a Local Agency Program Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the design for Bailey-Simmons Trail from South Fletcher Avenue to Bailey Road in Nassau County, Florida (Financial Project ID No. 433987-1-38-02).

NOW, THEREFORE, BE IT RESOLVED, this 11th day of April, 2016, by the Board of County Commissioners of Nassau County, Florida as follows:


1. The Local Agency Program Agreement between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorized to execute said agreement.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

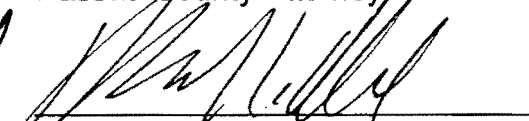
  
Walter J. Boatright, Chair

Attest as to Chairman's signature:

Approved as to form by the  
Nassau County Attorney:

  
John A. Crawford  
Its: Ex-Officio Clerk  
397  
CSO

mnp  
4-12-16

  
Michael S. Mullin