



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

July 27, 2018

Mitchell Austin
City of Punta Gorda
Chief Planner
326 West Marion Ave
Punta Gorda, FL 33950

RE: **NOTICE TO PROCEED – BID PHASE SERVICES**

FM #:	440234-1-54-01
Agency:	City of Punta Gorda
Contract #:	G0Z03
Description:	North Alligator Creek Pedestrian Bridge

Dear Mr. Austin:

In accordance with the Shared-Use Nonmotorized Trail Network Agreement (Sun Trail), executed on **July 26, 2018** between the Florida Department of Transportation and City of Punta Gorda for North Alligator Creek Pedestrian Bridge. ***You are hereby authorized to proceed with the bidding phase of this project.*** Be advised the department requests, when available, the City to provide bid tabs and documentation supporting recommendation of a Contractor. Once the Department has reviewed the recommendation of award and documentation of the bid process, a separate Notice to Proceed will be issued for the construction phase of the project.

If I can be of further assistance, please contact me at (863) 519-2916 or Rick Arico at (239) 225-1973.

Sincerely,

Zoe Giannopoulos, FCCM
Local Program Specialist

Cc: File
Lisa R. Brinson, Local Program Administrator
Rick Arico, Senior Roadway Engineer
Charles R. Reed II, LAP Construction Project Manager

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Financial Project No: <u>440234-1-54-01</u>	Contract No. <u>60203</u>	Vendor No.: <u>F596000415003</u>	CSFA No. and Title: <u>55.038</u> Florida Shared-Use Nonmotorized (SUN) Trail Network Program
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THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT ("Agreement") is entered into this 26 day of July, 2018, by and between the State of Florida Department of Transportation, ("Department"), and the City of Punta Gorda, ("Local Agency"). The Department and the Local Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

- A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.
- B. The Florida Shared-Use Nonmotorized Trail Network is included in the Department's work program for the purposes of funding and maintaining projects within the network.
- C. The purpose of this Agreement is to provide for the Department's participation in the construction of the North Alligator Creek Pedestrian Bridge, as further described in **Exhibit "A", Scope of Services** ("Project"), 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. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Local Agency to perform the Project.
- D. The Local Agency by Resolution No. 3352-18 adopted on May 16, 2018, a copy of which is attached hereto and made a part hereof as **Exhibit "E", Local Agency Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.
- 2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through **August 31, 2019**. If the Local 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 Local 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 prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: the 30th day of November, 2018 or within 120 days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall

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have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Local Agency under any circumstances without the prior written consent of the Department.
4. **Termination or Suspension of Project:** The Department may, by written notice to the Local Agency, suspend any or all of the Local Agency's obligations under this Agreement for the Local Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Local Agency of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
 - c. If the Agreement is terminated before performance is completed, the Local Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Local Agency.
 - d. In the event the Local Agency fails to perform or honor the requirements and provisions of this Agreement, the Local Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
5. **Project Cost:**
 - a. The estimated total cost of the Project is \$782,000 (Seven Hundred Eighty-Two Thousand Dollars). This amount is based upon the schedule of funding in **Exhibit "B", Method of Compensation**. The schedule of funding may be modified by mutual agreement of the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$782,000 (Seven Hundred Eighty-Two Thousand Dollars) and as more fully described in **Exhibit "B", Method of Compensation**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Local Agency agrees to bear

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all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved

6. Compensation and Payment:

- a. The Department shall reimburse the Local Agency for costs incurred to perform services described in the Scope of Services in **Exhibit "A"**, and as set forth in the Method of Compensation in **Exhibit "B"**
- b. The Local 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, identified as Financial Project Number 440234-1-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Scope of Services. Any changes to the deliverables shall require written approval in advance by the Department.
- c. Invoices shall be submitted no more often than monthly by the Local Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Local Agency in writing.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Local 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"** has been met.
- e. Travel expenses are not compensable under this Agreement.
- 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 or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Local Agency is unsatisfactory, the Department shall notify the Local Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Local Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Local 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 Local 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 Local Agency resolves the deficiency. If the deficiency is subsequently resolved, the Local Agency may bill the Department for the retained amount during the next billing period. If the Local Agency is unable to resolve the deficiency, the funds retained must be forfeited at the end of the Agreement's term.

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- g. Local 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.

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 Local Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Local Agency requests payment. Invoices that have to be returned to a Local Agency because of Local 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 Local 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. Upon request, the Local Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- 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 Local 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 Local 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, a notice of availability of funds from the Department's project manager

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must be received prior to costs being incurred by the Local Agency. 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 Local 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 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."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Local Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Local Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Local Agency prior to the execution of this Agreement, 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 Local 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 Local 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.

- a. In the event the Local Agency proceeds with any phase of the Project utilizing its own forces, the Local Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Local Agency shall certify to Department that the Local Agency's design consultant and/or construction contractor has secured the necessary permits. If the Local Agency fails to provide

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such certification to Department by December 31, 2018, the Department may, at its discretion, terminate this Agreement.

- c. The Local Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.
- d. In the event the cost of the Project is greater than \$250,000.00 and the Project involves construction on the Department's right-of-way, the Local Agency shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Local Agency shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Local Agency employees, if the Local Agency can complete said Project within the time frame set forth in this Agreement.
- e. The Local Agency shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- f. The Local Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Local Agency will make best efforts to obtain the Department's input in its decisions.
- g. ☒ If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Local Agency shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

8. Contracts of the Local Agency

- a. Except as otherwise authorized in writing by the Department, the Local 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 Local Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Local

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Agency's complying in full, with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Local Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Local Agency shall hire a qualified contractor using the Local Agency's normal bid procedures to perform the construction work for the Project. The Local Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Local Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.
- c. The Local Agency understands that it is responsible for the preparation of all design plans for the Project. The Local Agency shall hire a qualified consultant for the design phase of the Project using the Local Agency's normal procurement procedures to perform the design services for the Project.
- d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Local Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Local Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Local Agency shall request a Notice to Proceed from the Department's Construction Project Manager, Charles R. Reed, at (863) 519-2907 or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.
- e. The Local Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.
- f. The Local Agency shall require the Local Agency's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

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by the Local Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Local Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Local Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Local Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Local Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Local Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Local Agency's audit period for each applicable audit year. In the event the Local Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Local Agency's resources (i.e., the cost of such an audit must be paid from the Local Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section

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215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Local Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Local Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Local Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Local Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Local Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Local Agency's records including 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.
- c. The Local 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, DFS or the Auditor General access to such records upon request. The Local Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the 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.

12. Notices and Approvals:

- a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested, or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

**LISA R. BRINSON
801 NORTH BROADWAY AVENUE, MS 1-12
BARTOW, FLORIDA 33830**

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PHONE: (863) 519-2836

FAX: (863) 519-2330

EMAIL: LISA.BRINSON@DOT.STATE.FL.US

LOCAL AGENCY:

CITY OF PUNTA GORDA

MITCHELL AUSTIN

326 WEST MARION AVENUE

PUNTA GORDA, FLORIDA 33950

PHONE: (941) 575-3335

EMAIL: MAUSTIN@CITYOFPUNTAGORDAFL.COM

- b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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.
- b. 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.
- c. 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 Local Agency.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Local 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.

14. 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 Local Agency guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Local Agency or any subcontractor, in connection with this Agreement. Additionally, the Local Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Local Agency's contractor/consultant shall indemnify and hold harmless the Local Agency and the State of Florida, Department of Transportation, including the Department's 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/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

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

- b. The Local Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law
- c. If the Local Agency is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Local Agency may self-insure. If the Local Agency is not a state agency or subdivision of the State of Florida or if the Local Agency is a state agency or

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subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Local Agency shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Local Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Local Agency is a government entity that elects to self-perform the Project and utilizes self-insurance.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Local Agency is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

- a. The Local 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 Local Agency will be responsible for securing any applicable permits. The Local 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 Local 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 Local 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. The Local Agency and the Department agree that the Local Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- f. By execution of the Agreement, the Local 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.
- g. Nothing in the Agreement shall require the Local 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 Local Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Local Agency to the end that the Local Agency may proceed as soon as possible with the Project.
- h. 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.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- i. 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 Local Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- j. The Local Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Local Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- k. The Department reserves the right to unilaterally cancel this Agreement for failure by the Local Agency to comply with the provisions of Chapter 119, Florida Statutes.
- l. The Local Agency agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
- m. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Local Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

- a. Exhibits A, B, C, D, and E are attached to and incorporated into this Agreement.
- b. ☒ A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.
- c. **Exhibit List**
 - Exhibit A: Scope of Services
 - Exhibit B: Method of Compensation
 - Exhibit C: Engineer's Certification of Compliance
 - Exhibit D: State Financial Assistance (Florida Single Audit Act)
 - Exhibit E: Local Agency Resolution
 - *Exhibit F: Terms and Conditions of Construction

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected

The remainder of this page intentionally left blank.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

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

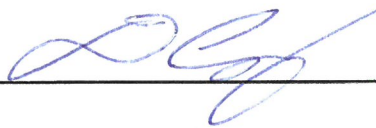
CITY OF PUNTA GORDA

By: 
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: 
Name: John M. Kubler
Title: Director of Transportation Development
Title:

Legal Review:



*OK
4/26/18*

APPROVED AS TO FORM AND LEGALITY
DON CONWAY, SENIOR ATTORNEY FDOT

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT A
SCOPE OF SERVICES
FINANCIAL MANAGEMENT NUMBER: 440234-1-54-01

North Alligator Creek Pedestrian Bridge

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Agreement between the State of Florida, Department of Transportation and the City of Punta Gorda. This exhibit describes the scope of work and the responsibilities of the City of Punta Gorda relating to the construction of a pedestrian bridge structure and approaches over the north fork of Alligator Creek. The pedestrian structure will complete a gap in the existing Multi- Use Recreational Trail (MURT) on the east side of US 41. The project length is approximately 500 feet. Generally, the construction will provide for a structure to provide pedestrian and bicycle access over Alligator Creek to provide continuity with the existing MURT across the creek. Drainage improvements and environmental mitigation will be provided, as required.

The general objective is for the City of Punta Gorda to provide contract administration, management services, construction engineering and inspection services, and quality acceptance reviews of all work associated with the construction of the associated improvements. The services performed shall be in accordance with all applicable Florida Department of Transportation manuals, guidelines and specifications. The prime contractors used by the City of Punta Gorda for the project shall be pre-qualified by FDOT in the specific area of their proposed service.

Specifically, and non-inclusive, the following are included in the Scope of Services:

- Construct a new pedestrian bridge structure and approaches over the north fork of Alligator Creek.
- The design criteria shall meet or exceed standards set forth in applicable Florida Department of Transportation manuals, guidelines and specifications
- Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering to document construction as per specifications.
- Maintain existing traffic during the entire construction period
- Provide signing and pavement markings, as required, to meet the latest MUTCD standards.
- Construct or reconstruct, as appropriate, side road and driveway turnouts.
- Coordination with utility owners during construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated.
- Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Stormwater Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.
- Coordinate construction activities with other infrastructure projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.
- Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT B

Method of Compensation

FUNDS AWARDED TO THE LOCAL AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Local Agency Pursuant to this Agreement Consist of the Following Resources:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
440234-1-54-01	STTF	2019	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	\$782,000	5
Total Award					\$782,000	

For each program identified above, the Local Agency shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the Local Agency is clearly indicated in the Agreement

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITY OF PUNTA GORDA

PROJECT DESCRIPTION: NORTH ALLIGATOR CREEK PEDESTRIAN BRIDGE

FINANCIAL MANAGEMENT ID#: 440234-1-54-01

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM

CSFA Number: 55.038

***Award Amount:** \$782,000

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

City of Punta Gorda, Florida

Resolution No. 3352-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, APPROVING THE FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION RELATING TO THE CONSTRUCTION OF THE NORTH ALLIGATOR CREEK PEDESTRIAN BRIDGE; AUTHORIZING THE CITY MANAGER TO ENTER INTO THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation ("FDOT") is authorized under Section 339.81, Florida Statutes, to expend public funds for the planning, development, operation, and maintenance of the Florida Shared-Use Nonmotorized Trail Network; and

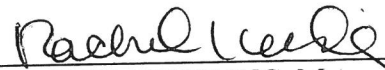
WHEREAS, the City desires to construct a pedestrian bridge structure and approaches over of the north fork of Alligator Creek to fill a gap in the existing Multi-Use Recreational Trail (MURT) on the east side of U.S. Highway 41 and provide continuity for pedestrian and bicycle access across the creek; and

WHEREAS, the City's project has been deemed eligible for funding through FDOT under the Florida Shared-Use Nonmotorized Trail Network and the parties desire to enter into an agreement setting forth the terms, conditions and responsibilities of each party.

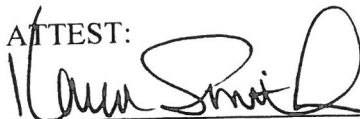
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, THAT:

1. The Florida Shared-Use Nonmotorized Trail Network Agreement between the City of Punta Gorda, Florida and the Florida Department of Transportation, attached hereto and incorporated herein, relating to the construction of the North Alligator Creek Pedestrian Bridge is hereby approved.
2. The City Manager hereby authorized to enter into the Agreement on behalf of City.
3. This Resolution shall become effective immediately upon adoption.

DONE in regular session of the City Council of the City of Punta Gorda, Florida, this ^{16th} ~~15th~~ day of May, 2018.


RACHEL KEESLING, Mayor

ATTEST:


KAREN SMITH, City Clerk

APPROVED AS TO FORM:


DAVID M. LEVIN, City Attorney

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT F

CONSTRUCTION TERMS AND CONDITIONS

The provisions contained in this Exhibit "F" apply to any and all portions of the Project that are constructed on the Department's right-of-way.

1. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the Department Traffic Engineering Manual. The Local Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Local Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Local Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
2. The Local Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Local Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Charles Reed.
3. The Local Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Local Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Local Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
4. The Local Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
5. The Local Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
6. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Local Agency, except as may otherwise be provided in separate agreements. The Local Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Local Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

7. The Local Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, Department RIGHT-OF-WAY
8. The Local Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
9. The Local Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
10. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Local Agency. The Local Agency shall bear all construction delay costs incurred by the Department.
11. The Local Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way
12. The Local Agency will be solely responsible for clean-up or restoration required to correct any environmental or health hazards that may result from construction operations.
13. The Local Agency will be required to maintain the Project at least until final acceptance by the Department. The acceptance procedure will include a final "walk-through" by Local Agency and Department personnel. Upon completion of construction, the Local Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Local Agency shall remove its presence, including, but not limited to, all of the Local Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project
14. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Local Agency. The Local Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Local Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Local Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Local Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Local Agency's sole cost and expense, without Department liability to the Local Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Local Agency with an invoice for the costs incurred by the Department and the Local Agency shall pay the invoice within thirty (30) days of the date of the invoice.

15. The Local Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Local Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
16. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Local Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at 954-777-4601.
17. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
18. Restricted hours of operation will be from 7:00 a.m. to 7:00 p.m., Monday through Friday, unless otherwise approved by the Operations Engineer, or designee.
19. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Zachary Burch
10041 Daniels Pkwy
Ft. Myers FL 33913
Office: (239) 225-1950
Fax: 239-338-2353
Zachary.Burch@dot.state.fl.us

City of Punta Gorda, Florida

Resolution No. 3352-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, APPROVING THE FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION RELATING TO THE CONSTRUCTION OF THE NORTH ALLIGATOR CREEK PEDESTRIAN BRIDGE; AUTHORIZING THE CITY MANAGER TO ENTER INTO THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation ("FDOT") is authorized under Section 339.81, Florida Statutes, to expend public funds for the planning, development, operation, and maintenance of the Florida Shared-Use Nonmotorized Trail Network; and

WHEREAS, the City desires to construct a pedestrian bridge structure and approaches over of the north fork of Alligator Creek to fill a gap in the existing Multi-Use Recreational Trail (MURT) on the east side of U.S. Highway 41 and provide continuity for pedestrian and bicycle access across the creek; and

WHEREAS, the City's project has been deemed eligible for funding through FDOT under the Florida Shared-Use Nonmotorized Trail Network and the parties desire to enter into an agreement setting forth the terms, conditions and responsibilities of each party.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, FLORIDA, THAT:

1. The Florida Shared-Use Nonmotorized Trail Network Agreement between the City of Punta Gorda, Florida and the Florida Department of Transportation, attached hereto and incorporated herein, relating to the construction of the North Alligator Creek Pedestrian Bridge is hereby approved.
2. The City Manager hereby authorized to enter into the Agreement on behalf of City.
3. This Resolution shall become effective immediately upon adoption.

DONE in regular session of the City Council of the City of Punta Gorda, Florida, this ~~18th~~ 16th day of May, 2018.


RACHEL KEESLING, Mayor

ATTEST:

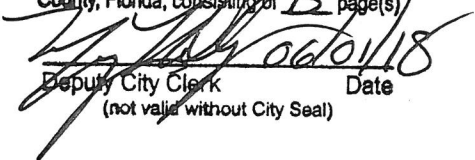

KAREN SMITH, City Clerk

APPROVED AS TO FORM:


DAVID M. LEVIN, City Attorney

I hereby certify this to be a true and exact copy

of the: Resolution 3352-18
an instrument of the City of Punta Gorda, Charlotte
County, Florida, consisting of 13 page(s)


Deputy City Clerk

Date

(not valid without City Seal)