

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Joint Participation Agreement between The State of Florida Department of Transportation and Seminole County to facilitate the Design, Construction and CEI Services for Milling and Resurfacing along State Road 46 near State Road 415.

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY: W. Gary Johnson, P.E., Director **CONTACT:** Kathleen Myer, P.E. EXT. 5664
Jerry McCollum, P.E., County Engineer

Agenda Date <u>09-23-03</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION / RECOMMENDATION:

Approve and authorize the Chairman to execute the Joint Participation Agreement with the Florida Department of Transportation to facilitate the Design, Construction and CEI Services for Milling and Resurfacing along State Road 46 from 500-feet west of State Road 415 to 766-feet east of State Road 415.

BACKGROUND:

This Joint Participation Agreement with Florida Department of Transportation is to provide money to Seminole County for their highway designer, construction contractor, and CEI contractor to provide services for milling and resurfacing along State Road 46 from 500-feet west of State Road 415 to 766-feet east of State Road 415 (from Mile Post 3.512 to Mile Post 3.805). The proposed funds are to be used to pay Seminole County for revising the County roadway design construction plans, signing and pavement marking plans, and computation manual. Seminole County's project number is PS-0137, East Lake Mary Boulevard, Segment II-B. The scope of work for the County's project includes new construction for a 4-lane divided urban section from East Lake Mary Boulevard at the Orlando Sanford International Airport Entrance Road to State Road 415, drainage improvements on the south side of State Road 46, and replacing the signalization at the State Road 46/State Road 415 intersection.

District 5 - Commissioner McLain

Attachment: Joint Participation Agreement for \$156,227

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	_____
Other:	_____
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>CPWE01</u>

Financial Management Numbers: 240229-2-38-01 & 240229-2-58-01	Fund: DDR Function: 200 Federal Aid No. NA Catalog of Federal Domestic Assistance No: NA	SAMAS Approp: 088849 & 088797 SAMAS Obj: 131521 & 131581 Org. Code: 55053010541 & 55054010508 Vendor No.: F596000523018
Agency: Seminole County		
Contract No:		

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY

This Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and SEMINOLE COUNTY a political subdivision of the State of Florida (hereinafter referred to as SEMINOLE COUNTY),

WITNESSETH

WHEREAS, the parties have been granted specific legislative authority to enter into this agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Work Program, to undertake the project described in Exhibit "A" attached hereto and by this reference made a part hereof, in the DEPARTMENT'S Fiscal Year 2003/2004, said project being known as FM#240229-2-38-01 and FM#240229-2-58-01, Design, Construction and CEI Services for Milling and Resurfacing Along State Road 46 From 500 Feet West of State Road 415 to 766 Feet East of State Road 415, SEMINOLE County, hereinafter referred to as the "PROJECT"; and

WHEREAS, the PROJECT is on the State Highway System, is not revenue producing and is contained in the adopted work program; and

WHEREAS, the implementation of the PROJECT is in the interests of both the DEPARTMENT and SEMINOLE COUNTY and it would be most practical, expeditious, and economical for SEMINOLE COUNTY to perform the services to complete the PROJECT;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. In two (2) phases, SEMINOLE COUNTY will perform all services necessary to complete the PROJECT: (1) preliminary engineering, and preparation of all design plans, (“Design” Phase), and (2) construction and engineering supervision (“Construction” Phase). Nothing herein shall be construed as requiring SEMINOLE COUNTY to perform any activity which is outside the scope of the PROJECT. Except as specifically stated otherwise in this Agreement, all such activities shall be performed at such times, in such manner, under such conditions, and pursuant to such standards as SEMINOLE COUNTY, in its sole discretion, deems appropriate. The DEPARTMENT shall not have any jurisdiction or control over SEMINOLE COUNTY’S activities, except as specifically stated in this Agreement.

2. In relation to the Design Phase, the parties agree on the following:
- A.) SEMINOLE COUNTY has hired a Design Engineer in accordance with Section 287.055, Florida Statute, to provide Consultant Design Services for the PROJECT.
 - B.) SEMINOLE COUNTY shall complete Design for the PROJECT no later than May 31, 2004. The DEPARTMENT, upon receipt of proper documentation (including an Invoice Summary Sheet and supporting documentation to justify charges) will reimburse SEMINOLE COUNTY an amount not to exceed **\$18,715.00** (Eighteen Thousand Seven Hundred Fifteen and No/100 Dollars) beginning in the DEPARTMENT’S Fiscal Year 2003/2004.
 - C.) SEMINOLE COUNTY shall prepare and deliver signed and sealed Design Plans for the PROJECT to the DEPARTMENT, on standard size sheets (22” X 34”), all suitable for reproduction, together with a complete set of specifications covering all constructions requirements for the PROJECT (the “Design Work”) prior to commencement of Construction. A copy of the Design Work shall be provided to the DEPARTMENT for review and approval. The DEPARTMENT shall assign a Project Manager for design plan review. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT’S requirements and feasibility. The DEPARTMENT’S review shall not be considered an adoption of the plans nor a substitution for the engineer’s responsibility for the plans. Within the intended scope of the original design contract, all changes requested by the DEPARTMENT shall be made by SEMINOLE COUNTY and final, corrected

plans shall be resubmitted to the DEPARTMENT for approval prior to commencement of Construction. Final plans shall be complete in sufficient detail to construct the project and will include a "Summary of Quantities" sheet.

- D.) In the event the project costs for the design exceeds the \$18,715.00 (Eighteen Thousand Seven Hundred Fifteen and No/100 Dollars) authorized in paragraph (2B), then the parties shall meet and mutually agree to the amount and distribution of the additional funding needed to complete the design of the project.
3. In relation to the Construction Phase, the parties agree on the following:
- (A) SEMINOLE COUNTY shall hire a Contractor using SEMINOLE COUNTY'S normal bid procedures to perform the construction work for the PROJECT.
 - (B) The DEPARTMENT, upon receipt of proper documentation (including an Invoice Summary Sheet and supporting documentation to justify charges) will reimburse SEMINOLE COUNTY an amount not to exceed \$137,512.00 (One Hundred Thirty Seven Thousand Five Hundred Twelve and No/100 Dollars) for its actual direct costs, excluding SEMINOLE COUNTY'S overhead, in accordance with Section 339.12, Florida Statutes. Reimbursement for construction and CEI services shall begin in the DEPARTMENT'S Fiscal Year in which the Construction occurs but not before **July 1, 2005**. Payment to SEMINOLE COUNTY is conditioned upon the performance by SEMINOLE COUNTY'S Contractor in a manner consistent with the PROJECT construction plans and specifications. Construction of the PROJECT shall be completed in a timely manner.
 - (C) SEMINOLE COUNTY may hire a professional engineering consultant to perform the CEI work for the PROJECT, which CEI work shall be deemed to be part of the PROJECT. If SEMINOLE COUNTY utilizes its own work force for CEI work for the PROJECT, all costs and expenses thereof shall not be subject to reimbursement.
 - (D) SEMINOLE COUNTY shall be responsible to ensure that the Construction work under this Agreement is performed in accordance with the approved construction documents and will meet all applicable DEPARTMENT standards.

- (E) SEMINOLE COUNTY shall send to the DEPARTMENT copies of all testing and inspection reports immediately upon their completion.
- (F) The DEPARTMENT may perform independent assurance testing and analysis during the PROJECT. Said testing and analysis by the DEPARTMENT shall not relieve SEMINOLE COUNTY of its responsibilities under this Agreement to ensure the methods and quality of the work.
- (G) In the event the project costs for the construction and CEI exceed the \$137,512.00 (One Hundred Thirty Seven Thousand Five Hundred Twelve and No/100 Dollars) authorized in paragraph 3(B) then the parties shall meet and mutually agree to the amount and distribution of the additional funding needed to complete the construction of the project.

4. The DEPARTMENT'S Agreement to reimburse SEMINOLE COUNTY for its actual costs, excluding SEMINOLE COUNTY'S overhead, in accordance with Section 339.12 of the Florida Statutes is subject to legislative approval and appropriation. The DEPARTMENT will use its best efforts to ensure the PROJECT remains in the DEPARTMENT'S annual Adopted Work Program and will request appropriation of said amounts from the Legislature prior to each Fiscal Year of the DEPARTMENT for the currently anticipated duration of the PROJECT.

5. SEMINOLE COUNTY agrees to provide quarterly progress reports to the DEPARTMENT in the standard format used by SEMINOLE COUNTY. The DEPARTMENT will be entitled at all times to be advised, upon reasonable request, as to the status of work being done by SEMINOLE COUNTY and of details thereof. Either party to the Agreement may request and be granted a conference.

6. SEMINOLE COUNTY agrees to keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures and other items incidental to the work for this PROJECT. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT for a period of three (3) years after final billing by SEMINOLE COUNTY to the DEPARTMENT, which audit may include but shall not necessarily be limited to, such verifications as to the amount and validity of all costs of the PROJECT. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from SEMINOLE COUNTY to the DEPARTMENT.

7. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has ten (10) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 payment is not made available within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, the DEPARTMENT shall be liable for a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the participant. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the participant requests payment. Invoices, which have to be returned to a participant because of participant preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/Vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency. The Vendor Ombudsman may be contacted at (850) 414-5321 or by calling the Department of Financial Service's Hotline, 1-866-274-3368.

8. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use.

9. In the event this Agreement is in excess of twenty five thousand dollars (\$25,000.00), or has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods

exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year.”

10. The State of Florida’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the PROJECT, this Agreement may be terminated, which shall be effective upon either party giving notice to the other to that effect. Seminole County may request from the DEPARTMENT that funds have been confirmed and approved.

11. The DEPARTMENT may unilaterally cancel this Agreement for refusal by SEMINOLE COUNTY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 and made or received by SEMINOLE COUNTY in conjunction with this Agreement; provided, however, that the DEPARTMENT shall notify SEMINOLE COUNTY in writing of its intent to cancel, along with reasons therefore, and SEMINOLE COUNTY shall have 30 days from receipt of notification to cure the defect.

12. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all prior negotiations, correspondence, conversation, agreements, or understanding applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body have jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

14. SEMINOLE COUNTY agrees to complete the PROJECT on or before **June 30, 2006**. If SEMINOLE COUNTY does not complete the PROJECT within this time period, this

Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by SEMINOLE COUNTY and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the PROJECT.

15. All notices required pursuant to the terms hereof shall be sent by first class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Florida Department of Transportation
Attn: Mary Schoelzel, JPA Coordinator
719 South Woodland Boulevard
Mail Station 548
DeLand, Florida 32720-6834

SEMINOLE COUNTY

Seminole County
Attn: Kathleen Myer
520 Lake Mary Boulevard
Suite 200
Sanford, Florida 32773

16. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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 or 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a

bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, SEMINOLE COUNTY has executed this Agreement this ____ day of _____, 2003 and the DEPARTMENT has executed this Agreement this ____ day of _____, 2003.

SEMINOLE COUNTY, FLORIDA
By: Board of County Commissioners

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: Daryl G. McLain
Title: Chairman
Date: _____

By: _____
Name: Noranne Downs
Title: District Director of Production

Attest:

Attest:

Deputy Clerk
(SEAL)

Executive Secretary

Legal Review:

Financial Provision Approved by
DEPARTMENT Comptroller on:

EXHIBIT "A"

FM#240229-2-38-01 and FM#240229-2-58-01

SCOPE OF WORK

The purpose of this Joint Participation Agreement is to provide money to Seminole County for their highway designer, construction contractor, and CEI contractor to provide services for milling and resurfacing along State Road 46 from 500-feet west of State Road 415 to 766-feet east of State Road 415 (from Mile Post 3.512 to Mile Post 3.805).

The proposed funds are to be used to pay Seminole County for revising the County roadway design construction plans, signing and pavement marking plans, and computation manual.

Seminole County's construction project number is PS-0137, Segment II-B. The scope of work for the County's project includes new construction for a 4-lane divided urban section along State Road 415 from Lake Mary Boulevard (State Road 417) to State Road 415, drainage improvements on the south side of State Road 46, and replacing the signalization at the State Road 46/State Road 415 intersection.

COST ESTIMATE

FM#240229-2-38-01 and FM#240229-2-58-01

State Road 46 Milling and Resurfacing

Item No.	Description	Unit	Quantity	Unit Cost	Total
	Design			\$18,715.00	\$18,715.00
SUBTOTAL					\$18,715.00
101-1	Mobilization	LS	1.00	\$13,283.95	\$13,283.95
999-01	Maintenance of Traffic	LS	1.00	\$15,060.00	\$15,060.00
327-70-1	Milling Existing Asphalt Pavement (1" Avg. Dep.)	SY	1196.20	\$3.50	\$4,186.70
327-70-5	Milling Existing Asphalt Pavement (2" Avg. Dep.)	SY	6851.90	\$4.20	\$28,777.98
334-1-13	Superpave Asphaltic Concrete (Traffic C)	TN	342.59	\$66.00	\$22,610.94
337-7-7	Asphaltic Concrete Friction Course (FC-9.5(110 lb/SY))	TN	442.60	\$72.00	\$31,867.20
706-3	Reflective Pavement Marker (Bi-Dir, Colorless/Red)	EA	15.00	\$4.80	\$72.00
706-3	Reflective Pavement Marker (Bi-Dir, Amber)	EA	22.00	\$4.80	\$105.60
710-6	Right Directional Arrow	EA	3.00	\$25.00	\$75.00
710-6	Left Directional Arrow	EA	4.00	\$25.00	\$100.00
710-25-61	6" Solid Traffic Stripe	LF	3334.40	\$0.48	\$1,600.51
710-25-241	24" Solid Traffic Stripe	LF	86.60	\$2.00	\$173.20
710-26-61	6" solid Traffic Stripe (Yellow)	LF	2947.50	\$0.48	\$1,414.80
710-26-181	18" Solid Traffic Stripe (Yellow)	LF	102.80	\$1.14	\$117.19
710-27	Skip Traffic Stripe (White/Black)	LF	178.20	\$0.62	\$110.48
SUBTOTAL					\$119,555.56
Thermoplastic Deduct Items SR 46					
711-4	Right Directional Arrow (Thermo)	EA	(2.00)	\$75.00	(\$150.00)
711-4	Left Directional Arrow (Thermo)	EA	(3.00)	\$75.00	(\$225.00)
711-31	Skip Traffic Stripe (White/Black) (Thermo)	GM	(0.03)	\$850.00	(\$25.50)
711-35-241	24" Solid Traffic Stripe (Thermo)	LF	(63.30)	\$5.00	(\$316.50)
711-36-181	18" Solid Traffic Stripe (Yellow) (Thermo)	LF	(102.80)	\$3.00	(\$308.40)
711-37-61	6" Solid Traffic Stripe (Thermo)	NM	(0.45)	\$1,700.00	(\$758.20)
711-38-61	6" Solid Traffic Stripe (Thermo)	NM	(0.40)	\$2,100.00	(\$840.00)
SUBTOTAL					(\$2,623.60)
TOTAL	CONTINGENCY @ 5%				\$5,846.60
	ANTICIPATED CEI SERVICES				\$122,778.56
					\$14,733.43
TOTAL					\$156,226.99