

<b>Agency: City of Edgewater</b> <b>Vendor No: F596000314002</b>	<b>Fund: LF</b> <b>Contract Amount: \$22,337.00</b>	<b>Financial Project No.:</b> <b>453472-2-62-02</b>
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**LOCALLY FUNDED AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF EDGEWATER**

This **AGREEMENT**, made and entered into \_\_\_\_\_,  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter  
referred to as the “DEPARTMENT”) and the CITY OF EDGEWATER (hereinafter referred to as  
the “LOCAL GOVERNMENT”),

**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 LOCAL GOVERNMENT, by Resolution, a copy of which is attached  
hereto, as Exhibit “B”, and made apart hereof, has authorized its officers to execute this  
Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year  
Work Program, to undertake the Construction Engineering and Inspection (CEI) services for the  
project described as: “US 1 at Rhode Island Emergency Signal”, said project being known as  
Financial Project Number (FPN) 453472-2-62-01, hereinafter referred to as the “Project”; and

WHEREAS, the Project 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 the LOCAL GOVERNMENT and it would be most practical, expeditious,  
and economical for the LOCAL GOVERNMENT to provide a portion of the funds for the CEI  
services of the Project in Fiscal Year 2024/2025, said portion of the Project being known as  
FPN 453472-2-62-02, and said costs hereinafter referred to as “Federal-Aid Non-Participating  
Costs;” and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the  
Federal-Aid Non-Participating Costs in a cost effective manner, the LOCAL GOVERNMENT  
desires to provide funding to the DEPARTMENT to be used for the Federal-Aid Non-  
Participating Costs, as described in “Exhibit A”.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall undertake and complete the CEI services for the Project using the Federal-Aid Non-Participating Costs described in Exhibit "A".

3. The DEPARTMENT shall perform the CEI services for the Project. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. Contribution by the LOCAL GOVERNMENT of the funds for the CEI phase of the Project shall be made as follows:

(A) The LOCAL GOVERNMENT and the DEPARTMENT agree to share the cost for CEI services of the Project. The LOCAL GOVERNMENT agrees to provide 100% of the Federal-Aid Non-Participating Costs required for the CEI services and the DEPARTMENT agrees to provide the federal funds for the federal participating share of the CEI services, up to **\$148,911.00 (One Hundred Forty-Eight Thousand Nine Hundred Eleven Dollars and No/100).**

(B) The share of the LOCAL GOVERNMENT shall be, at a minimum, the stated percentage of the actual Federal-Aid Non-Participating Costs of the project. However, in the event the federal government fails to provide an amount which is equal to the anticipated federal participating share, the LOCAL GOVERNMENT shall be responsible for 100% of the funds required to make up the shortfall, including cost overruns and/or supplemental agreements not paid by federal funds. The DEPARTMENT is only responsible for the stated federal participating share as described in paragraph 4(A). The Project is off the "State Highway System", therefore, in

accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this Project.

(C) Should such shortfalls occur, due to a determination that said costs are non-participating, the LOCAL GOVERNMENT agrees to provide, without delay adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation of Federal-Aid Non-Participating Costs during the project and on final accounting, as provided herein below.

(D) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this Project is **\$148,911.00 (One Hundred Forty-Eight Thousand Nine Hundred Eleven Dollars and No/100)**. The estimated LOCAL GOVERNMENT share for 100% of the non-federal portion of the project is **\$22,337.00 (Twenty-Two Thousand Three Hundred Thirty-Seven Dollars and No/100)**.

(E) The LOCAL GOVERNMENT agrees that it will, **within at least 14 calendar days of the execution of this Agreement**, furnish the DEPARTMENT an advance deposit in the amount of **\$22,337.00 (Twenty-Two Thousand Three Hundred Thirty-Seven Dollars and No/100)**. The deposit shall be the total estimated Federal-Aid Non-Participating Costs.

(F) If the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide, without delay, an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the Federal-Aid Non-Participating Costs. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to delay of the project.

(G) If the Federal-Aid Non-Participating Costs are less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the LOCAL GOVERNMENT's share of the Federal-Aid Non-Participating Costs if such refund is requested by the LOCAL GOVERNMENT in writing.

(H) Should project modifications occur that increase the Federal-Aid Non-Participating Costs, the LOCAL GOVERNMENT will be notified by the District accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Federal-Aid Non-Participating Costs. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs will overrun the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below.

(I) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three-hundred and sixty (360) calendar days of final payment to the Consultant. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. The parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three-hundred and sixty (360) calendar days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(J) In the event said final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes (F.S.), on any invoice not paid within the forty (40) calendar days until the invoice is paid.

(K) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(L) Contact Persons:

**DEPARTMENT**

District 5 Local Programs  
719 South Woodland Boulevard, M.S. 4-520  
DeLand, Florida 32720  
(386) 943-5537  
[D5-LocalPrograms@dot.state.fl.us](mailto:D5-LocalPrograms@dot.state.fl.us)

District 5 Construction Special Projects  
719 South Woodland Boulevard, M.S. 3-506  
DeLand, Florida 32720  
(386) 943-5406  
[D5-ConstructionSpecialProjects@dot.state.fl.us](mailto:D5-ConstructionSpecialProjects@dot.state.fl.us)

**LOCAL GOVERNMENT**

Kathleen (Kat) Capetillo  
Administrative Assistant  
City of Edgewater  
1605 South Ridgewood Avenue  
Edgewater, Florida 32132  
(386) 424-2400 ext. 2215  
[kcapetillo@CityofEdgewater.org](mailto:kcapetillo@CityofEdgewater.org)

5. 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. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. 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 (1) 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 (1) year, but any contract so made shall be

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

7. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT 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 by such party in conjunction with this Agreement.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings 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.

9. 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 having 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.

10. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

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IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on \_\_\_\_\_, and the DEPARTMENT has executed this Agreement on \_\_\_\_\_.

**CITY OF EDGEWATER**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: C. Jack Adkins

Title: \_\_\_\_\_

Title: Director of Transportation Development

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Executive Secretary

Legal Review:

Legal Review:

\_\_\_\_\_  
LOCAL GOVERNMENT Attorney

\_\_\_\_\_  
DEPARTMENT Attorney

Financial Provisions Approval by  
Department of Comptroller on:

October 5, 2020

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

The US 1 at Rhode Island Emergency Signal project is with the City of Edgewater (LOCAL GOVERNMENT). This is a signalization project with limits on US 1 (State Road 5) at the intersections of Rhode Island Street and Hardin Place, approximately 0.064 miles.

The proposed improvements include the construction of an emergency signal with two mast arms assemblies at the intersections of US 1 and Rhode Island Street and at US 1 and Hardin Place. The assembly at Rhode Island Street will include a double armed assembly with 50-foot and 40-foot arms. The assembly at Hardin Place will include a single 60-foot arm. Signalization improvements include installation of conduit, signal cable, pull and splice boxes, power service and wire, vehicular traffic signals, traffic controller assemblies, ethernet switch and device, and power supply. Intelligent Transportation System Facility Management location documentation is included. Minor concrete removal and sidewalk construction are proposed at the northeast corner of US 1 and Hardin Place to accommodate the installation of the mast arm assembly. Signing and pavement marking improvements include thermoplastic markings, installation of sign assembly, removal and relocation of sign assembly, installation of sign panels along US 1, and enhanced highway sign assembly with beacon. Additionally, an activation push button is proposed within Edgewater Fire Station #55.

Other construction elements include mobilization, maintenance of traffic, and sod.

The majority of this project is proposed within US 1 (State Road 5) Right-of-Way (ROW). Proposed improvements along US 1 are listed above, except for the connections to Edgewater Fire Station #55 which are along Rhode Island Street and Hardin Place.

The following are proprietary items and are eligible for reimbursement:

- Econolite controller
- TechPower Developments power supply
- ITS Express ethernet switch
- Polara Enterprises audible pedestrian detector
- Pelco Products standard pedestrian detector
- Quazite pull box

All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination will be required during construction and utility work schedules have been developed. The Agency (LOCAL GOVERNMENT) has received a permit exemption from the St. John's River Water Management District. The City (LOCAL GOVERNMENT) shall construct the project within the limits of the existing ROW or easements.

Completion of the consultation with the Florida Department of Environmental Protection has resulted in a Project Commitments Record (PCR) for this project. The commitments must be included in the City's (LOCAL GOVERNMENT) construction and Construction, Engineering, & Inspection (CEI) services contracts. The PCR is attached hereto and incorporated herein as



Attachment A. Upon project completion, the City (LOCAL GOVERNMENT) must report to the District Five Environmental Management Office (D5-EnvironmentalManagement@dot.state.fl.us) detailing when and how each of the commitments for 453472-1-58-01 were met prior to submission of the project close-out package. The PCR completion information can be submitted via memo or email.

The submittal of a signal timing study to determine proper clearance intervals, per Section 3.4.6, Florida Department of Transportation (DEPARTMENT) Traffic Engineering Manual, is required.

The LOCAL GOVERNMENT will be responsible for providing funds for any shortfalls, including but not limited to cost over runs, Federal-Aid Ineligible Costs and Federal-Aid Non-Participating Costs including the initial amount of **\$22,337.00 (Twenty-Two Thousand Three Hundred Thirty-Seven Dollars and No/100).**

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**EXHIBIT “B”**  
**RESOLUTION**

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.