

Memorandum



Date: April 16, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 3(B)(6)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-313-24

Subject: Public Transportation Grant Agreement with the Florida Department of Transportation to Provide \$1,332,220 to Construct Drop-Off/Pick-Up and Other Enhancements at South Dade TransitWay Stations

Executive Summary

This item is a Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) for FDOT to provide \$1,332,220 in State Fiscal Year 2024 Park and Ride Lot Program funding for the Miami-Dade Department of Transportation and Public Works (DTPW) to plan and design drop-off/pick-up areas and other enhancements along the South Dade TransitWay. FDOT's grant represents 50 percent of the total project cost of \$2,664,440. The agreement commences upon execution by both parties and continues through December 2025.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the terms of and authorize the County Mayor or County Mayor's designee to execute a Public Transportation Grant Agreement (Agreement), in substantially the form attached hereto, with FDOT to provide State Fiscal Year (FY) 2024 Park and Ride Lot Program funding in the amount of \$1,332,220. The funds will be used for planning and design of drop-off/pick-up areas along the South Dade TransitWay, from SW 344 Street (Palm Drive/SR 9336) to the Dadeland South Metrorail Station. It is further recommended that the Board authorize the receipt and expenditure of funds as specified in the Agreement.

Scope

While this project spans Commission District 7, represented by Commissioner Raquel Regalado; Commission District 8, represented by Commissioner Danielle Cohen Higgins; and Commission District 9, represented by Commissioner Kionne L. McGhee, the project benefits the riding public and is, therefore, countywide in nature.

Delegation of Authority

In accordance with Section 2-8.3 of the Miami-Dade Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which includes authority for the Mayor and Mayor's designee to execute the agreement and receive and expend these and any additional funds should they become available.

Fiscal Impact/Funding Source

The estimated total project cost for this grant agreement is \$2,664,440, of which FDOT provides \$1,332,220. It is anticipated that the local match of \$1,332,220 will be provided using PTP funds (i.e., PTP Capital Reserve Fund-ET008). At the appropriate time, the contract to be funded by PTP funds for the subject improvements will be submitted to the Citizens' Independent Transportation Trust for review and recommendation prior to this Board's consideration.

The state's participation rate is 50 percent of eligible expenses allowed under the agreement. This state funding is provided through the State Park and Ride Lot Program. This project is found in the County's FY24-25 Proposed Budget and Multi-Year Capital Plan as Program 20000026/Project 3005423.

Track Record/Monitor

Irene Hegedus, Chief of Transportation Enhancements & Special Projects, is the Project Manager.

Background

The State Park and Ride Lot Program is authorized in Section 341 of the Florida Statutes and is designed to encourage the use of transit, carpools, vanpools, and other high occupancy vehicle modes by providing safe and convenient parking facilities for commuters.

The South Dade TransitWay extends 20 miles from the Dadeland South Metrorail Station to the SW 344 Street Park-and-Ride/Transit Terminal Facility. This will connect Florida City, City of Homestead, Town of Cutler Bay, Village of Palmetto Bay, and Village of Pinecrest, which represent the fastest population growth in Miami-Dade County. This rapid transit project facilitates the highest demand of passengers traveling to and from southern Miami-Dade to Downtown Miami. Bus Rapid Transit will provide rail-like travel time and enhanced safety features along dedicated lanes with multi-layered service lines.

The grants funds will be used for planning and design of multiple pick-up/drop-off areas adjacent to the South Dade TransitWay from SW 344 Street (Palm Drive/SR 9336) to Dadeland South Metrorail Station and lead to construction/implementation.

A handwritten signature in blue ink, appearing to read 'Jimmy Morales', is written over a horizontal line.

Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 16, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 3(B)(6)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(6)
4-16-24

RESOLUTION NO. _____ R-313-24

RESOLUTION APPROVING TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO PROVIDE PARK AND RIDE LOT PROGRAM FUNDING IN THE AMOUNT OF \$1,332,220.00 FOR THE PLANNING AND DESIGN OF DROP-OFF/PICK-UP LOCATIONS AND ENHANCEMENTS AT THE SOUTH DADE TRANSITWAY FROM SW 344TH ST TO DADELAND SOUTH METRORAIL STATION; AUTHORIZING THE RECEIPT AND EXPENDITURE OF FUNDS AS SPECIFIED IN THE AGREEMENT; AND AUTHORIZING THE RECEIPT AND EXPENDITURE OF ANY ADDITIONAL FUNDS AS SPECIFIED IN THE AGREEMENT SHOULD THEY BECOME AVAILABLE

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves the Public Transportation Grant Agreement ("Agreement") between Miami-Dade County and the State of Florida Department of Transportation ("FDOT"), in substantially the form attached hereto and made a part hereof, to provide \$1,332,220.00 in Park and Ride Lot Program funds to Miami-Dade County to be used for the planning and design of drop-off/pick-up locations and enhancements at the South Dade TransitWay from SW 344 St (Palm Drive/SR 9336) to Dadeland South Metrorail Station.

Section 2. This Board further authorizes the County Mayor or County Mayor's designee to execute this Agreement and any time extensions and to receive and expend the Park and Ride Lot Program funds as specified in this Agreement and any additional Park and Ride Program funds should they become available, so long as no additional County matching funds are required.

Section 3. The County staff is authorized to furnish such additional information as FDOT may require in connection with the application for this project.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	absent
Anthony Rodríguez, Vice Chairman	aye
Marleine Bastien	aye
Kevin Marino Cabrera	aye
Roberto J. Gonzalez	aye
Danielle Cohen Higgins	aye
Kionne L. McGhee	nay
Micky Steinberg	aye
Juan Carlos Bermudez	aye
Sen. René García	aye
Keon Hardemon	aye
Eileen Higgins	aye
Raquel A. Regalado	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of April, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "Annery Pulgar Alfonso", written over a horizontal line.

Annery Pulgar Alfonso

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
 STRATEGIC
 DEVELOPMENT
 OGC 7/22

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	TRIP	FLAIR Category:	088774
447416-1-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55062020629
	Identification Number (FAIN) – Transit only:		Vendor Number:	F596000573129
Contract Number: G2421	Federal Award Date:		Amendment No.:	1
CFDA Number: N/A	SAM/UEI Number:	UM2MSDMY13A8		
CFDA Title: N/A				
CSFA Number: 55.011				
CSFA Title: Park and Ride Lot Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and Miami-Dade Department of Transportation & Public Works, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 5/7/2023 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended To add FY24 funding for design, extend the end date to 12/31/2025 and to update the scope of services.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
 - ☐ Seaports
 - ☒ Transit
 - ☐ Intermodal
 - ☐ Rail Crossing Closure
 - ☐ Match to Direct Federal Funding (Aviation or Transit)
 - ☐ Other
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- ___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- ___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$1,414,440 bringing the revised total cost of the project to \$2,664,440.

The Department's participation is X increased/ ___ decreased by \$707,220. The Department agrees to participate in the Project cost up to the maximum amount of \$1,332,220, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY Miami-Dade Department of
Transportation & Public Works

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: D6-Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

To: Simon.Huang@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G2421

12/7/2023

CONTRACT INFORMATION

Contract:	G2421
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	MIAMI-DADE COUNTY
Vendor ID:	F596000573129
Beginning Date of This Agreement:	05/07/2023
Ending Date of This Agreement:	06/30/2024
Contract Total/Budgetary Ceiling:	ct = \$1,332,220.00
Description:	Miami-Dade DTPW - PU/DO Locations From SW 344 St. to Dadeland

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 12/7/2023

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	\$707,220.00
Financial Project:	44741619401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2024
Budget Entity:	55100100
Category/Category Year:	088774/24
Amendment ID:	S001
Sequence:	00
User Assigned ID:	AMEND1
Enc Line (6s)/Status:	0002/04

Total Amount: \$707,220.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Miami-Dade Department of Transportation and Public Works (DTPW) will provide planning, designing and construction services for pick-up/ drop-off and enhancements along the South Dade Transitway from SW 344 St. (Palm Drive / SR9336) to Dadeland South Metrorail Station. This project will increase accessibility, safety, and convenience to many of the BRT stations and bus stops along the transitway.

Planning is scheduled to end around June 2024. Once planning is complete, Miami Dade DTPW will provide full detail of where these pick-up/drop-off areas will be located. The pick-up/ drop-off facilities consist of areas allowing 1-4 vehicles, vans, share-ride etc., where facilities currently do not exist.

Design is projected to start around July 2024 and is expected to take around 16 months to complete, with an end date of December 2025. For design activities, there will be DERM (Department of Environmental Resources Management), surveys, geotechnical, permitting, project admin and design contingency.

\$176,854.00 will be added in FY25 for additional design funds and \$2,953,926.00 will be added in FY26 for construction.

B. Project Location (limits, city, county, map): Miami-Dade Department of Transportation & Public Works/Miami, FL/Miami-Dade

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The locations in the original contract are not accurate as Miami Dade DTPW has not confirmed the pick-up/ drop-off locations. The scope of this project is for planning and design activities. For design activities, there will be DERM (Department of Environmental Resources Management), surveys, geotechnical, permitting, project admin and design contingency.

D. Deliverable(s): For Planning phase, Miami Dade will provide documents consisting of conceptual drawings identifying locations of the pick-up/ drop-off areas with conceptual site plans and a cost estimate of probably construction costs.

For Design phase, Miami Dade will provide a full set of construction documents, which will include the selection of areas (based on priorities and cost), design/construction documents and dry run to get permit ready set.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): N/A

F. Transit Operating Grant Requirements (Transit Only):

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Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
447416-1-94-01	TRIP	088774	2023	751000	55.011	Park and Ride Lot Program	\$625,000.00
447416-1-94-01	TRIP	088774	2024	751000	55.011	Park and Ride Lot Program	\$707,220.00
Total Financial Assistance							\$1,332,220.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$625,000.00	\$625,000.00	\$0.00	\$1,250,000.00	50.00	50.00	0.00
Environmental/Design/Construction	\$707,220.00	\$707,220.00	\$0.00	\$1,414,440.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$1,332,220.00	\$1,332,220.00	\$0.00	\$2,664,440.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	11.31.04
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Simon Huang

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the 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 Agency shall request a Notice to Proceed from the Department's Project Manager, Simon Huang (email: simon.huang@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The 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 the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the 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. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the 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, Florida Design Manual, 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 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 Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Simon Huang.
- e. The 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 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 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.
- f. The 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.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way 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 Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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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 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, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The 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.
- k. The 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, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. 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 Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the 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 Agency shall remove its presence, including, but not limited to, all of the 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.
- p. 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 Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the 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 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 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 Agency's sole cost and expense,

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without Department liability to the 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 Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. 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 Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. 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.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Monday - Friday 8 AM - 5 PM
- u. 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:

Insert District PIO contact info:

tish.burgher@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation 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 the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(Park and Ride Lot Program)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System.** In accordance with Section 341.061, Florida Statutes, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated
- 3. Progress Reports.** The Agency will submit Quarterly Progress Reports on lot usage. Reports are due no later than the 30th of the month after the end of the quarter.
- 4. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 5. Submittal of Proposed Timeline.** The Agency will submit a Proposed Timeline for Park and Ride Lot Activities prior to the commencement of the project.
- 6. Annual Report.** The Agency will provide an annual report including the occupancy data. Should a project not meet the 60% occupancy threshold (per the Department's Park and Ride Handbook), the District shall determine if it is necessary to terminate the project. The occupancy rate will be determined by dividing the number of vehicle-occupied spaces by the total number of parking spaces in the lot during the site inspection. If the occupancy rate is below 60% the lot will be inspected for occupancy two more times within a year of the initial inspection, at times to be determined by the Department, before a decision is made regarding disposition of the lot. This report will accompany the Final Invoice for reimbursement.

-- End of Exhibit E --

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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: Park and Ride Lot Program
CSFA Number: 55.011
***Award Amount:** \$1,332,220

*The award amount may change with amendments

Specific project information for CSFA Number 55.011 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 55.011 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>