



Interoffice Memorandum

April 8, 2020

TO: Mayor Jerry L. Demings
and the County Commissioners

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT PERSON: **Renzo Nastasi, AICP, Manager**
Transportation Planning Division

PHONE NUMBER: **(407) 836-8072**

SUBJ: **Resolution and Agreement for University Boulevard intersection improvements at Dean Road**

The Public Works Department has completed the design for University Boulevard intersection improvements at Dean Road. The Public Works Department estimated the need for federal funding through MetroPlan Orlando and the Florida Department of Transportation (FDOT) for right-of-way acquisition in the amount of \$997,837. The project scope includes the acquisition of right-of-way necessary to add turn lanes at the intersection of University Boulevard and Dean Road. The limits are from approximately 930 feet west of the intersection to approximately 770 feet east of the intersection, for a total approximate length of 1,700 feet along University Boulevard.

FDOT has requested approval of a Resolution and Local Agency Program Agreement. The County Attorney's Office, Risk Management Division, Transportation Planning Division, and the Public Works Engineering Division have reviewed this resolution and agreement and find them acceptable.

Action Requested: Approval and execution of (1) Resolution of the Orange County Board of County Commissioners regarding the Local Agency Program Agreement with the Florida Department of Transportation for the acquisition of right-of-way for intersection improvements at University Boulevard and Dean Road; and (2) State of Florida Department of Transportation Local Agency Program Agreement FPN: 441490-1-48-01. District 5.

RN
DJA
for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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FPN: <u>441490-1-48-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D520 048 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>SU</u>	Fund: _____	Fund: _____
Org Code: <u>55053010541</u>	Org Code: _____	Org Code: _____
FLAIR Approp: <u>088777</u>	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____

County No: <u>75</u>	Contract No: _____	Recipient DUNS No: <u>06-479-7251</u>
Recipient Vendor No: <u>F596-000-773-011</u>		

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Orange County ("Recipient").

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in right-of-way acquisition for University Boulevard intersection improvements at Dean Road, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before January 31, 2023. If the Recipient 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 Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 997,837.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$997,837.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient 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

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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 Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient 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. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. 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 Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- 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 Recipient 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 Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, 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:

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"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."

6. Department Payment Obligations:

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

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

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

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient 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 Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

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- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient 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 Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient'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.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient'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.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to 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 Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then 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 Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient 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.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient 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 Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

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

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

12. Compliance with Conditions and Laws:

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

13. Performance Evaluations:

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

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017,

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Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

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

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

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- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

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

16. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. **Miscellaneous Provisions:**

- a. The Recipient 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 Recipient will be responsible for securing any applicable permits. The Recipient 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

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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 Recipient 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 Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient 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 Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

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- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient 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 Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. 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.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. 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 Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. State funds are used on this Project. If state funds are used on this Project, then Exhibit "I", State Funds Addendum, is attached and incorporated into this Agreement. Exhibit "J", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. This Project includes funding for landscaping. If this Project includes funding for landscaping, then Exhibit "L", Landscape Maintenance, is attached and incorporated into this Agreement.
- g. This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "M", Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "N", Traffic Signal Maintenance is attached and incorporated into this Agreement.

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i. A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. The following Exhibit(s) are attached and incorporated into this Agreement: Exhibits A-1 through A-27

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): Exhibits A-1 through A-27

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

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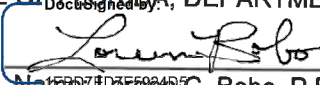
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT ORANGE COUNTY

By: _____
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: _____
Name: Loren C. Bobo, P.E.
Title: Director of Transportation Development

Legal Review:

DocuSigned by:
Daniel McDermott

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

RECIPIENT ORANGE COUNTY

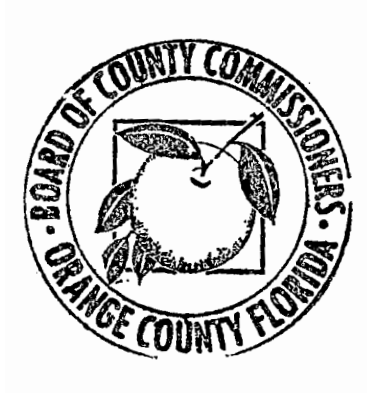
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings, County Mayor

Attest: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

Printed name: **Katie Smith**



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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 441490-1-48-01

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

Orange County (the Recipient)

PROJECT LOCATION:

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

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The project scope is the acquisition of Right of Way (R/W) necessary to construct roadway widening and intersection improvements at the intersection of University Boulevard and Dean Road in Orange County. The limits are from approximately 930 feet west of the intersection to approximately 770 feet east of the intersection, for a total approximate length of 1,700 feet along University Boulevard. The acquisition will include the following parcels:

- Parcel 7003 (Proposed 300 square feet Temporary Construction Easement): Orange County Parcel ID: 07-22-31-8790-00-010
 - o Current Owner: GMR Orlando LLC
- Parcel 7008 (Proposed 2,420 square feet Temporary Construction Easement): Orange County Parcel ID 08-22-31-0000-00-130
 - o Current Owner: Columbus Group Partnership II
- Parcel 1011 (Proposed 2,283 square feet R/W Acquisition): Orange County Parcel ID: 05-22-31-8479-00-020
 - o Current Owner: Inland American Orlando Suncrest Village LLC
- Parcel 7011 (Proposed 1,508 square feet Temporary Construction Easement): Orange County Parcel ID: 05-22-31-8479-00-020
 - o Current Owner: Inland American Orlando Suncrest Village LLC
- Parcel 1012 (Proposed 1,050 square feet R/W Acquisition): Orange County Parcel ID: 05-22-31-8693-00-010
 - o Current Owner: Broadstone TB Southeast LLC
- Parcel 7012 (Proposed 240 square feet Temporary Construction Easement): Orange County Parcel ID: 05-22-31-8693-00-010
 - o Current Owner: Broadstone TB Southeast LLC
- Parcel 1013 (Proposed 1,378 square feet R/W Acquisition): Orange County Parcel ID: 05-22-31-0000-00-019
 - o Current Owner: 7-Eleven Inc.
- Parcel 7013 (Proposed 464 square feet Temporary Construction Easement): Orange County Parcel ID: 05-22-31-0000-00-019
 - o Current Owner: 7-Eleven Inc.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

- Parcel 8013 (Proposed 1,005 square feet Permanent Easement): Orange County Parcel ID: 05-22-31-0000-00-019
 - o Current Owner: 7-Eleven Inc.
- Parcel 7022 (Proposed 125 square feet Temporary Construction Easement): Orange County Parcel ID: 08-22-31-0000-00-001
 - o Current Owner: OP Mission Bay Apartments LP

Right of Way acquisition for University Boulevard intersection improvements at Dean Road will be performed by the Recipient (Orange County) and/or their contracted consultants in compliance with federal requirements including, but not limited to: administration, cost estimates, design support, title work, appraisal, appraisal review, acquisition, relocation, property management and legal support with oversight from the District Five Right of Way Office. The Recipient and/or their contracted consultants will provide a legal description of each property, a sketch of the property showing the acquisition area, a current title search and updates as needed for each property, as well as an appraisal that allows the owner/representative to accompany the appraiser during site inspection. The Recipient and/or their contracted consultants shall always supply any necessary legal assistance related to the acquisition of property. This includes creating the proposed acquisition document (i.e. deed, easement, etc.) as well as all documents necessary to clear any liens, encumbrances, subordinate interests or other matters as would be necessary to acquire marketable title for the interest in question. All documents will designate the Recipient as the Grantee, where appropriate, and will state the name of the Florida attorney who prepared them.

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right-of-way related maps and is a depiction of the right-of-way survey field work performed for a specific transportation project.

R/W forms are Exhibits A-1 through A-27, pages 19 - 74.

Worksheets (see attachments, Exhibits A-1 through A-5) are required to be submitted for each parcel purchased, as applicable. The LAP Certification form, Exhibit A-6 will need to be submitted upon completion of R/W, prior to the Notice to Proceed (NTP) of the construction phase.

- Exhibit A-1: Local Agency Program Right of Way Acquisition Worksheet (2 pages)
- Exhibit A-2: Local Agency Program Right of Way Appraisal and Appraisal Review Worksheet (2 pages)
- Exhibit A-3: Local Agency Program Right of Way Personal Property or Sign Relocation Worksheet (3 pages)
- Exhibit A-4: Local Agency Program Right of Way Property Management Worksheet (2 pages)
- Exhibit A-5: Local Agency Program Right of Way Residential Relocation Worksheet (4 pages)
- Exhibit A-6: LAP Certification Form (1 page)
- * Note: All of the following forms are referenced in the Worksheets listed above*
- Exhibit A-7: Notice to Owner (2 pages)
- Exhibit A-7a: Owner Questionnaire (2 pages)
- Exhibit A-8: Public Disclosure Notice (For Trust Only) (5 pages)
- Exhibit A-9: Public Disclosure Notice (For All Persons and Entities Except Trusts) (5 pages)
- Exhibit A-10: Statement of Offer (1 page)
- Exhibit A-11: Purchase Agreement (4 pages)
- Exhibit A-12: Notice to Business Owner (2 pages)

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

- Exhibit A-12a: Business Owner Questionnaire (2 pages)
- Exhibit A-13: Representative Authorization (2 pages)
- Exhibit A-14: Closing Statement (1 page)
- Exhibit A-15: Settlement Approval (2 pages)
- Exhibit A-16: Request for Taxpayer Identification Number (2 pages)
- Exhibit A-17: Notice of Eligibility (1 page)
- Exhibit A-18: Statement of Eligibility for Supplementary Replacement Housing Payment for Owner (1 page)
- Exhibit A-19: 90-Day Letter of Assurance (1 page)
- Exhibit A-20: 30-Day Notice to Vacate (1 page)
- Exhibit A-21: Replacement Housing Questionnaire/ Certification (1 page)
- Exhibit A-22: Replacement Housing Payment Determination Three Comparables Method (2 pages)
- Exhibit A-23: Personal Property Inventory (1 page)
- Exhibit A-24: Moving Expense Calculation and Payment Determination (1 page)
- Exhibit A-25: Application and Claim for Replacement Housing Payment (1 page)
- Exhibit A-26: Application and Claim for Reimbursement of Moving Costs (1 page)
- Exhibit A-27: Direct Payment Agreement (1 page)

Based on the Recipient's moderate financial risk level, this project requires submission and review of the "Project Monitoring Status Report," invoices and supporting documentation on a quarterly basis. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

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

- a) Begin Right-of-Way Acquisition by: October 1, 2020
- b) Right-of-Way Maps Submittal: N/A
- c) Right-of-Way to be Certified (Acquisition Final) by: October 1, 2022

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the RECIPIENT will be solely responsible to provide the additional funds that are necessary to complete the Project.

The remainder of this page intentionally left blank.

EXHIBIT A-1

Local Agency Program Right of Way Acquisition Worksheet
Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____ Consultant/Agent: _____
 Project Description: _____
 FDOT Item/Segment No.: _____ FAP No.: _____ Owner: _____ IN Date: _____
 QA Review by: _____ QA Review Date: _____

I. Property Owner Notification	Yes	No	N/A	Comments
1. Was Notice to Owner (FDOT Form No. 575-030-031(32) or equivalent) delivered at or before Negotiations? <i>Date Delivered:</i> _____				
2. Was the Notice sent to the owner's last known address listed on the county ad valorem tax roll?				
3. Was the Notice personally delivered or sent certified mail, return receipt requested?				
4. Was ownership in the form of a representative capacity, i.e., corporation, partnership or trust?				
5. If answer to #4 is yes, was Public Disclosure Notice (FDOT Form No. 575-030-18 or equivalent), delivered to the owner?				
II. Offer(s)	Yes	No	N/A	Comments
1. Was Offer (FDOT Form No. 575-030-08 or equivalent) and Purchase Agreement (FDOT Form No. 575-030-07 or equivalent) delivered directly to the Property Owner?				
2. Did we obtain a written acknowledgement of the Property Owner's receipt of the Offer? <i>If property owner refused to sign, note in comment section.</i>				
3. Was the offer amount based on recommended compensation?				
4. Was use of Appraisal Waiver properly executed?				
5. If an uneconomic remnant was identified by the review appraiser, was an offer to purchase the uneconomic remnant made?				
III. Business Owner Notification	Yes	No	N/A	Comments
1. Are there any businesses located on this parcel?				
2. If answer to #1 is yes, was Notice to Business Owner (FDOT Form No. 575-030-033(34) or equivalent) delivered at or after I.N.? <i>Date Delivered:</i> _____				
3. Based on the Secretary of State, Division of Corporations, was the registered agent notified?				
4. Was the business eligible for business damages?				
5. Was a business damage claim paid?				
IV. Good Faith Negotiations	Yes	No	N/A	Comments
1. Were good faith negotiations carried out with representative after Representative Authorization (FDOT Form No. 575-030-02 or equivalent) was received? <i>If property owner was not represented, write "N/A" in the comment section.</i>				
2. Did property owner request copies of appraisal, maps or plans?				
3. If answer to #2 is yes, were copies provided within 15 days of owner's request?				
4. Were good faith negotiations conducted with current appraisal values?				
5. If real property was donated, was the owner informed of his/her right to have an appraisal performed and a right to compensation?				

EXHIBIT A-1

6. Did the Agency provide any construction or regulatory elements in lieu of compensation that exceeded the value of the real estate?				
V. Suit	Yes	No	N/A	Comments
1. Did 30 days pass after offer was made before suit was filed?				
2. If applicable, was notice to business owner delivered prior to filing of suit?				
3. Was the Public Disclosure Affidavit returned within 48 hours after OT deposit was made for ownerships in the form of a representative capacity such as a corporation, partnership or trust?				
VI. Agreement	Yes	No	N/A	Comments
1. Was an Agreement reached?				
2. Was Agreement inclusive of Fees & Costs?				
3. Was Agreement reviewed by Legal?				
4. Was Final Agency Acceptance granted at least 30 days after agreement was signed by both parties? <i>FAA Date</i> _____				
VII. Closing	Yes	No	N/A	Comments
1. Was Closing Statement (FDOT Form No. 575-030-16 or equivalent) prepared? <i>Date of Closing</i> _____				
2. Did the closing take place within 60 days after Final Agency Acceptance?				
3. Were documents accurate and properly executed?				
4. Were all closing documents recorded no later than 48 hours after closing?				
5. Was the Public Disclosure Affidavit returned at least 10 days prior to closing for ownerships in the form of a representative capacity, such as a corporation, partnership or trust?				
VIII. Settlements	Yes	No	N/A	Comments
1. Was Settlement Approval (FDOT Form No. 575-030-24 or equivalent) approved by the proper authority?				
2. Was the settlement a justifiable expenditure based on settlement criteria?				
IX. Fees and Costs	Yes	No	N/A	Comments
1. Were fees and costs based on an invoice or statutory formula? <i>Method Used:</i> _____				
2. Were fees and costs identified on the Purchase Agreement/Supplemental Agreement?				
X. 1099S	Yes	No	N/A	Comments
1. Was Request for Taxpayer ID (FDOT Form No. 575-030-27 or equivalent) delivered to non-excluded property owners? (Excluded = de minimis transactions and exempt transferors)				
2. Was Form 1099S delivered to the property owner at closing or before December 31 of the calendar year in which the closing was held? <i>1099S Delivery Date:</i> _____				
XI. LAP Certification	Yes	No	N/A	Comments
1. Was the Right of Way Certification (FDOT Form No. 575-095-05 or equivalent) executed, accurate, and submitted to the Right of Way Office prior to letting? <i>Date Certified</i> _____				
Additional Comments:				

EXHIBIT A-2

Local Agency Program Appraisal and Appraisal Review Worksheet
Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____ Appraiser: _____
 Project Description: _____
 Reviewer: _____ FDOT Item/Segment No.: _____ FAP No.: _____
 QA Review By: _____ QA Review Date: _____

Note: This worksheet does not include all items for a technical review.

I. Appraisal Report – Before Value	Yes	No	N/A	Comments
1. Was the property owner given the opportunity to accompany the appraiser at the time of inspection?				
2. Did the appraiser correctly address zoning and land use issues, including the probability of rezoning?				
3. Are the highest and best conclusions for land and as improved reasonable?				
4. Did the appraiser correctly employ the approaches to value?				
5. Are adjustments adequate, correct, and reasonably supported (land & as improved)?				
6. Did the appraiser correctly address any F F & E or M & E items?				
8. Did the appraiser reasonably support the conclusions for land value and the property as improved?				
II. Part Taken	Yes	No	N/A	Comments
Did the appraiser correctly determine the contributory value of the improvements within the acquisition (as part of the whole)?				
III. Valuation of the Remainder (s)	Yes	No	N/A	Comments
1. Are the highest and best use conclusions for land and as improved credible?				
2. Did the appraiser correctly employ the approaches to value?				
3. Are adjustments adequate, correct, and reasonably supported (land & as improved)?				
4. Did the appraiser determine conclusions of value for both the uncured and cured remainder?				
5. Did the appraiser correctly address any F F & E or M & E items, including any damages?				
6. Did the appraiser explain and consider the effect of the acquisition on the remainder property?				

EXHIBIT A-3

Local Agency Program Right of Way Personal Property or Sign Relocation Worksheet
Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____ Consultant/Agent: _____
 Project Description: _____
 FDOT Item/Segment No.: _____ FAP No.: _____ I.N. Date: _____
 _____-day Owner or Tenant Occupancy Verified: _____ Survey in File: _____
 QA Review By: _____ QA Review Date: _____

I. NOTICES	Yes	No	N/A	Comments
1. General Information Notice (FDOT Form No. 575-030-31(32) or equivalent) delivered? Date: _____				
2. Notice of Eligibility (FDOT Form No. 575-040-31 or equivalent) delivered to owner at I.N.? Date: _____				
3. Notice of Eligibility delivered or mailed to tenant within 14 days of I.N.? Date: _____				
4. Hazardous Waste Notice (Form 575-040-08) delivered? Date: _____				
5. 90 Day Notice (FDOT Form No. 575-040-09 or equivalent) delivered or mailed? Date: _____ Expires: _____				
6. 30 Day Notice to Vacate (FDOT Form No. 575-040-11 or equivalent) delivered or mailed? Date: _____ Expires _____				
II. MOVE COST REIMBURSEMENT	Yes	No	N/A	Comments
1. Commercial Move?				
2. Two estimates required? If Yes, the amount of each. 1. \$ _____ 2. \$ _____				
3. Lowest estimate paid? Amount Paid: \$ _____				
4. Self-Documented Move?				
5. Self-Documented Move supported by bills or receipts in file? If Yes, amount paid \$ _____				
6. Self-Move?				
7. Pre-Move Inventory Conducted? Date: _____				
8. Post-Move Inventory Conducted? Date: _____				
9. Move Expense Calculation & Payment Determination (FDOT Form 575-040-20 or equivalent) in file and approved by proper Authority?				
III. Direct Loss Payment	Yes	No	N/A	Comments
1. Tangible Personal Property Relocated?				
2. Proof of Attempt to Sale Personal Property documented in file?				

EXHIBIT A-3

3. Item Replaced with Substitute Property. If No, go to # 9.				
4. Cost of Substitute Property Item: \$ _____				
5. Less value of Sale/trade-in of item: (\$ _____)				
6. Total: \$ _____				
7. Estimated cost of moving item: \$ _____				
8. Amount of Payment (lowest of 6 & 7) \$ _____				
9. Documentation of Item Operation Discontinued or Personalty will not be replaced at Replacement Site in file?				
10. Fair Market Value of Item in file? \$ _____				
11. Less Proceeds from sale (\$ _____)				
12. Total \$ _____				
13, Estimate cost of moving item. \$ _____				
14. Amount of payment (lowest of 12 & 13) \$ _____				
Comments:				
IV. On-Premise Sign	Yes	No	N/A	Comments
1. Was sign relocated?				
2. Documentation of Proof of attempt to sell sign in file?				
3. Sign in Conflict with Local Governing Regulations?				
4. Re-establishment Expenses paid? If Yes, Amount \$ _____				
5. Depreciated Reprod. Cost(Documented) \$ _____				
6. Less Proceeds from Sale of Sign (\$ _____)				
7. Total \$ _____				
8. Estimated Cost of Moving Sign? \$ _____				
9. Amount of Payment (lowest of 6 & 8) \$ _____				
10. Calculated, reviewed and approved by proper authority?				
V. CLAIMS, PAYMENTS & WARRANT DELIVERY	Yes	No	N/A	Comments
1. Advanced Payment Documented in File?				
2. Application & Claim for Replacement Housing Payment (FDOT Form 575-040-14 or equivalent) documented in File? Amount Paid: \$ _____				
3. Delivered and date delivered _____				
4. Calculated correctly and by whom? _____				

EXHIBIT A-4

Local Agency Program Right of Way Property Management Worksheet
Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____
 Project Description: _____
 FDOT Item/Segment No.: _____ FAP No.: _____ Consultant/Agent: _____
 QA Review By: _____ QA Review Date: _____

I. Excess Property Inventory	Yes	No	N/A	Comments
1. Was the property routed through a review process prior to disposal?				
2. Was the property disposed of?				
3. If not disposed, was the reason documented?				
II. Demolition & Removal	Yes	No	N/A	Comments
1. Is demolition, removal or abatement required on this parcel?				
2. Was a survey conducted prior to demolition, removal or abatement? Survey Date: _____ Demolition Date: _____				
3. Was the NESHAP notice sent to DEP/Local Air Program 10 working days prior to demo/removal/abatement? NESHAP Sent Date: _____				
4. Was the renotification sent to DEP/Local Air Program prior to demo/removal/abatement or 10 working days prior (if the start date was moved up)?				
5. Did the demo/removal/abatement begin on the date stated in the NESHAP notice/renotification?				
6. For hand delivered notifications, was a signature of receipt provided & placed in the file?				
7. For notices sent via certified mail, were copies of the receipt (green card) in the file?				
8. For renotifications, were copies of the signature of receipt/green card/ fax confirmation in the file?				
9. Were the requirements of the Davis-Bacon Act followed?				
III. Inventory & Inspections	Yes	No	N/A	Comments
1. Was a property inventory completed?				
2. Physical Possession Date: _____ Inventory Date: _____				

EXHIBIT A-4

3. Was the inventory completed within 10 working days of physical possession?				
4. Was the inventory updated every 120 days from the date of physical possession?				
5. Are inspections performed every 120 days?				
6. Was agreed purchase price paid or Order of Taking deposit amount deposited prior to taking possession?				
IV. Sales & Leasing	Yes	No	N/A	Comments
1. Was the property acquired on/after 5/11/06 & listed in a petition of condemnation? Acquisition Date: _____				
2. If yes to #1, was it offered to the previous owner?				
3. Was the Declaration of Surplus/Temporarily Surplus in the file along with Dept'l routing sheets?				
4. If a disposal, was the 1 st right of refusal offered to the local government?				
5. If a public purpose disposal, was the executed deed with the reverter clause in the file for property acquired with federal funds?				
6. If negotiated sale, was it valued at < \$10K? Or if negotiated lease, was it a leaseback or inequitable?				
7. If sealed bid, was ad & bid tabulation sheet in file?				
8. For sealed bids, was it advertised 14 days prior to the bid opening?				
9. If public purpose, was a copy of the resolution or letter from the Agency Head in the file?				
10. If FHWA Concurrence was needed, was a copy of the approval letter in the file?				
11. Is rental rate equal to or below fair market rent for extended possession?				
VI. Additional Comments				

EXHIBIT A-5

Local Agency Program Right of Way Residential Relocation Worksheet
Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____ Consultant/Agent: _____
 Project Description: _____
 FDOT Item/Segment No.: _____ FAP No.: _____ I.N. Date: _____
 _____ - day Owner or Tenant Occupancy Verified: _____ Survey in File: _____
 QA Review By: _____ QA Review Date: _____

I. NOTICES	Yes	No	N/A	Comments
1. General Information Notice (FDOT Form No. 575-030-31(32) or equivalent) delivered? Date: _____				
2. Notice of Eligibility (FDOT Form No. 575-040-31 or equivalent) delivered to owner at I.N.? Date: _____				
3. Notice of Eligibility delivered or mailed to tenant within 14 days of I.N.? Date: _____				
4. Statement of Eligibility (FDOT Form No. 575-040-06 or equivalent) delivered or mailed? Date: _____ Expires: _____				
5. RHP Determination in file offering transportation? (Housing Analysis Method)				
6. 90 Day Notice (FDOT Form No. 575-040-09 or equivalent) delivered or mailed? Date: _____ Expires: _____				
7. 30 Day Notice to Vacate (FDOT Form No. 575-040-11 or equivalent) delivered or mailed? Date: _____ Expires: _____				
II. RHP DETERMINATION	Yes	No	N/A	Comments
Purchase Additive				
1. Three comparables made available? If no, see comments.				
2. Comparables offered Decent, Safe and Sanitary?				
3. Replacement Housing Questionnaire /Certification (FDOT Form No. 575-040-13 or equivalent) in file?				
4. Was purchase additive calculated correctly based on review of FDOT Form 575-040-05 or equivalent? Amount: \$ _____				
5. Calculated, Reviewed and Approved by proper authority?				
6. Were Incidental Expenses paid?				
7. Was Increased Interest paid?				
8. Does file documentation support actions?				

EXHIBIT A-5

Rent Supplement	Yes	No	N/A	Comments
1. Was Household Income verified? Source: _____				
2. Is Household Income considered by HUD as Low Income?				
3. Was rent supplement calculated correctly? If complicated, attach a worksheet?				
4. Amount of supplement from reviewing FDOT Form 575-040-05 or equivalent? AMOUNT: \$ _____				
5. Calculated, Reviewed and Approved by proper authority?				
Additional Comments:				
Down Payment Supplement	Yes	No	N/A	Comments
1. Displacee Requested to convert Rent Supplement to Down Payment Supplement? Amount of Supplement: \$ _____				
2. If yes to #1, were incidental expenses paid?				
3. Revised Statement delivered?				
4. Down payment documented?				
5. Calculated, reviewed and approved by proper authority?				
Additional Comments:				
Last Resort Housing	Yes	No	N/A	Comments
1. Housing of Last Resort applicable?				
2. Documentation in file to support?				
3. Multiple occupants in dwelling? If yes, how many? _____				
4. SINGLE or SEPARATE households documented?				
5. Separate RHP required?				
6. Separate Move Cost requested				
7. Presence of Less than 90 Day Occupant?				
Additional Comments:				

EXHIBIT A-5

III. MOVE COST REIMBURSEMENT	Yes	No	N/A	Comments
1. Residential Scheduled Move?				
2. Documentation in file to support number room count? _____ #rooms Amount Paid: \$ _____				
3. Self-Move supported by bills or receipts in file? If Yes, amount paid: \$ _____				
4. Commercial Move?				
5. Two estimates required? If Yes, the amount of each. 1. \$ _____ 2. \$ _____				
6. Lowest estimate paid?				
7. Pre-Move Inventory (FDOT Form No. 575-040-17 or equivalent) conducted?				
8. Post-Move Inventory conducted?				
9. Move Expense Calculation & Payment Determination (FDOT Form 575-040-20 or equivalent) in file?				
10. Submitted and Approved by proper Authority?				
IV. CLAIMS, PAYMENTS & WARRANT DELIVERY	Yes	No	N/A	Comments
1. Advanced Payment Documented in file?				
2. Application & Claim for Replacement Housing Payment (FDOT Form 575-040-14 or equivalent) documented in file? Amount Paid: \$ _____				
3. Delivered and date delivered _____				
4. Calculated correctly and by whom? _____				
5. Warrant delivered by proper individual? Delivered by: _____				
6. Application and Claim for Reimbursement of Moving Cost (FDOT Form 575-040-23 or equivalent) in file?				
7. Date of Move: _____				
8. Amount of Move Claim paid: \$ _____				
9. Date Move Claim delivered: _____				
10. Calculated correctly and by whom? _____				
11. Warrant delivered by: _____				
12. Payments made to displacee?				

LAP CERTIFICATION

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: Five
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO. (Construction): _____ DESCRIPTION: _____
COUNTY: _____
LETTING DATE: _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

- Right of way was not acquired for this project.
- Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

- No persons or businesses were required to move or move personal property from the project right of way.
- All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

- No structures or improvements, including encroachments, required removal from the project right of way.
- All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

- No structures or improvements requiring asbestos abatement were located on the project right of way.
- Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____
Title: _____ Date: _____

Certified by FDOT: _____
Title: D-5 District Right of Way Manager, C. Jack Adkins Date: _____

EXHIBIT A-7

FORM 575-030-31p
RIGHT OF WAY - 10/17
Page 1 of 2

NOTICE TO OWNER

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:

Dear ,

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility:

Our research shows you own property needed for this project. This letter, along with the enclosed pamphlet entitled **Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

If you no longer own this property, please refer to the enclosed questionnaire.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process, we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may accompany the Department's appraiser when your property is inspected as part of the process for valuing your property.
- You may obtain copies of the Department's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the Department's acquisition.

Your rights and options are more fully explained in the enclosed pamphlet entitled **Acquisition Process**. We encourage you to read this pamphlet carefully and contact us if you have any questions.

You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the Department. As previously mentioned, the Department will pay for certain types of services. However, by law, there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process.

Over the coming months, you will be contacted by various Department representatives who will schedule property inspections, assess your relocation needs, and negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let them know. Regardless of whether or not we reach an agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us begin working with you to reach a mutually acceptable settlement for your property. If you experience any problems, please do not hesitate to contact:

Sincerely,

District Right of Way Manager
By:

Enclosures:

- Questionnaire
- Return Envelope
- Legal Description (and/or right of way map)
- Acquisition Process Pamphlet
- CC: Records Management

Received by: _____

Certified Mail Number:

Date: _____

QUESTIONNAIRE

ITEM/SEGMENT NO:
MANAGING DIST: 05
F.A.P. NO:
STATE ROAD NO:
COUNTY:
PARCEL NO:
ATTENTION:

Dear Property Owner:

Please provide the following information and mail to this office.

1. Are you the owner of the property identified above? _____
2. I have sold all _____ or part _____ of the property to:
Name: _____
Address: _____
Approximate Date Sold: _____
3. Other than my spouse, I share ownership of this property with:
Name: _____
Address: _____
Telephone No.: _____
4. Please list the appropriate contact person for this property:
Name and Title: _____
Address: _____
Telephone No.: _____
5. Is there an ongoing business on this site? _____
6. If yes, who owns the business?
Name: _____
Address: _____
Telephone No.: _____

7. Additional Comments: _____

Property Owner's Signature

Printed Name and Title

Date



Florida Department of Transportation

RON DESANTIS
GOVERNOR

KEVIN J. THIBAUT, P.E.
SECRETARY

Name & Address

ITEM/SEGMENT NO.: _____

MANAGING DISTRICT: 5

F.A.P. NO.: _____

STATE ROAD NO.: _____

COUNTY: _____

PARCEL NO.: _____

Enter Salutation

Subject: Public Disclosure Affidavit (For Trust Only)

Section 286.23, Florida Statutes, (F.S.) requires persons or entities holding real property in the form of a trust to disclose in writing, under oath, and subject to the penalties prescribed for perjury, his/her name and address and the names and addresses of every person having a beneficial interest in such property. The Department must receive disclosure at least 10 days prior to the real estate closing by which the Department acquires the property or within 48 hours after the Department deposits the required monies into the registry of the court pursuant to an Order of Taking in condemnation. To assist you in complying with the disclosure requirement, we have enclosed a copy of **Section 286.23, F.S.** and an affidavit for you to complete and return to this office at:

Please Note:

You are not required to disclose a beneficial interest in an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

You are also not required to disclose if all of the following apply: (1) the property is being acquired by the Department by condemnation; and (2) the property is held in a trust created more than three years prior to the date the Department deposits the required sum into the registry of the court pursuant to an Order of Taking in condemnation; and (3) the trustee certifies within 48 hours after deposit that no public officer or public employee has any beneficial interest whatsoever in such trust; and (4) the trustee discloses any changes in the trust instrument or beneficiaries that occurred during the three years prior to the deposit into the court registry. The Department anticipates depositing the required monies by Enter Date.

If beneficial interests in the property are exempt from disclosure, please so indicate on the enclosed affidavit.

If you have any questions please contact _____.

Sincerely,

District Right of Way Manager

By: _____
Agent's Signature

Name (Please Print or Type)

Enclosures: Section 286.23, Florida Statutes, Public Disclosure Affidavit (For Trust Only)

Section 286.23, Florida Statutes

286.23 Real property conveyed to public agency; disclosure of beneficial interests; notice; exemptions.--

(1) Any person or entity holding real property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, except as otherwise provided in this section, shall, before entering into any contract whereby such real property held in representative capacity is sold, leased, taken by eminent domain, or otherwise conveyed to the state or any local governmental unit, or an agency of either, make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state his or her name and address and the name and address of every person having a beneficial interest in the real property, however small or minimal. This written disclosure shall be made to the chief officer, or to his or her officially designated representative, of the state, local governmental unit, or agency of either, with which the transaction is made at least 10 days prior to the time of closing or, in the case of an eminent domain taking, within 48 hours after the time when the required sum is deposited in the registry of the court. Notice of the deposit shall be made to the person or entity by registered or certified mail before the 48-hour period begins.

(2) The state or local governmental unit, or an agency of either, shall send written notice by registered mail to the person required to make disclosures under this section, prior to the time when such disclosures are required to be made, which written request shall also inform the person required to make such disclosure that such disclosure must be made under oath, subject to the penalties prescribed for perjury.

(3)(a) The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to chapter 517, whose interest is for sale to the general public, is hereby exempt from the provisions of this section. When disclosure of persons having beneficial interests in nonpublic entities is required, the entity or person shall not be required by the provisions of this section to disclose persons or entities holding less than 5 percent of the beneficial interest in the disclosing entity.

(b) In the case of an eminent domain taking, any entity or person other than a public officer or public employee, holding real property in the form of a trust which was created more than 3 years prior to the deposit of the required sum in the registry of the court, is hereby exempt from the provisions of this section. However, in order to qualify for the exemption set forth in this section, the trustee of such trust shall be required to certify within 48 hours after such deposit, under penalty of perjury, that no public officer or public employee has any beneficial interest whatsoever in such trust. Disclosure of any changes in the trust instrument or of persons having beneficial interest in the trust shall be made if such changes occurred during the 3 years prior to the deposit of said sum in the registry of the court.

(4) This section shall be liberally construed to accomplish the purpose of requiring the identification of the actual parties benefiting from any transaction with a governmental unit or agency involving the procurement of the ownership or use of property by such governmental unit or agency.

History.--ss. 1, 2, 3, 4, 5, ch. 74-174; s. 1, ch. 77-174; s. 72, ch. 86-186; s. 7, ch. 91-56; s. 212, ch. 95-148.

ITEM/SEGMENT NO.: _____
MANAGING DISTRICT: 5
F.A.P. NO.: _____
STATE ROAD NO.: _____
COUNTY: _____
PARCEL NO.: _____

Public Disclosure Affidavit (For Trust Only)

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent

_____ in the capacity of
Name of Trust

_____ and; my full name
Affiant's Title (Trustee)

and address is _____

_____ ; and
Affiant's Name and Address

_____ holds legal title to
Name of Trust

the real estate described in **Attachment "A"** to this affidavit; and (select appropriate option)

The names and addresses of all persons who hold a beneficial interest in the real estate are listed on **Attachment "B"** to this affidavit.

All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to **Chapter 517, Florida Statutes**, whose interest is for sale to the general public.

The above named trust is a trust created at least three years prior to _____. Said trust is exempt from disclosure pursuant to **Section 286.23 (3)(b), Florida Statutes**. As trustee for said trust, I hereby certify, under penalty of perjury, that no public officer or employee has any beneficial interest in said trust. Further, I have disclosed on **Attachment "B"** to this affidavit all changes to the trust instruments and to persons having a beneficial interest in said trust that occurred during the three years prior to the above date. I further certify that this disclosure has been made within 48 hours of the deposit of money into the registry of the court.

Affiant's Signature

Print or Type Name of Affiant

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, _____ by _____ as

_____ for _____
(type of authority) (name of party on behalf of whom instrument was executed)

Signature of Notary Public – State of Florida: _____

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Attachment A
Insert Legal Description

Attachment "B"



Florida Department of Transportation

RON DESANTIS
GOVERNOR

KEVIN J. THIBAUT, P.E.
SECRETARY

Name & Address

ITEM/SEGMENT NO.: _____

MANAGING DISTRICT: 5

F.A.P. NO.: _____

STATE ROAD NO.: _____

COUNTY: _____

PARCEL NO.: _____

Enter Salutation

Subject: Public Disclosure Notice (For All Persons and Entities Except Trusts)

Section 286.23, Florida Statutes, (F.S.) requires persons or entities holding real property in the form of a corporation or partnership to disclose in writing, under oath, and subject to the penalties prescribed for perjury, his/her name and address and the names and addresses of every person having a beneficial interest in such property. The Department must receive disclosure at least 10 days prior to the real estate closing by which the Department acquires the property or within 48 hours after the Department deposits the required monies into the registry of the court pursuant to an Order of Taking in condemnation. To assist you in complying with the disclosure requirement, we have enclosed a copy of **Section 286.23, F.S.** and an affidavit for you to complete and return to this office at:

Please Note:

You are not required to disclose a beneficial interest in an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to **Chapter 517, Florida Statutes**, whose interest is for sale to the general public. For nonpublic entities, you are also not required to disclose persons or entities holding less than 5% of the beneficial interest in the disclosing entity.

If you have any questions please contact _____.

Sincerely,

District Right of Way Manager

By: _____

Agent's Signature

Name (Please Print or Type)

Enclosures: Section 286.23, Florida Statutes, Public Disclosure Affidavit (For All Persons and Entities Except Trusts)

Section 286.23, Florida Statutes

286.23 Real property conveyed to public agency; disclosure of beneficial interests; notice; exemptions.--

(1) Any person or entity holding real property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, except as otherwise provided in this section, shall, before entering into any contract whereby such real property held in representative capacity is sold, leased, taken by eminent domain, or otherwise conveyed to the state or any local governmental unit, or an agency of either, make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state his or her name and address and the name and address of every person having a beneficial interest in the real property, however small or minimal. This written disclosure shall be made to the chief officer, or to his or her officially designated representative, of the state, local governmental unit, or agency of either, with which the transaction is made at least 10 days prior to the time of closing or, in the case of an eminent domain taking, within 48 hours after the time when the required sum is deposited in the registry of the court. Notice of the deposit shall be made to the person or entity by registered or certified mail before the 48-hour period begins.

(2) The state or local governmental unit, or an agency of either, shall send written notice by registered mail to the person required to make disclosures under this section, prior to the time when such disclosures are required to be made, which written request shall also inform the person required to make such disclosure that such disclosure must be made under oath, subject to the penalties prescribed for perjury.

(3)(a) The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to chapter 517, whose interest is for sale to the general public, is hereby exempt from the provisions of this section. When disclosure of persons having beneficial interests in nonpublic entities is required, the entity or person shall not be required by the provisions of this section to disclose persons or entities holding less than 5 percent of the beneficial interest in the disclosing entity.

(b) In the case of an eminent domain taking, any entity or person other than a public officer or public employee, holding real property in the form of a trust which was created more than 3 years prior to the deposit of the required sum in the registry of the court, is hereby exempt from the provisions of this section. However, in order to qualify for the exemption set forth in this section, the trustee of such trust shall be required to certify within 48 hours after such deposit, under penalty of perjury, that no public officer or public employee has any beneficial interest whatsoever in such trust. Disclosure of any changes in the trust instrument or of persons having beneficial interest in the trust shall be made if such changes occurred during the 3 years prior to the deposit of said sum in the registry of the court.

(4) This section shall be liberally construed to accomplish the purpose of requiring the identification of the actual parties benefiting from any transaction with a governmental unit or agency involving the procurement of the ownership or use of property by such governmental unit or agency.

History.--ss. 1, 2, 3, 4, 5, ch. 74-174; s. 1, ch. 77-174; s. 72, ch. 86-186; s. 7, ch. 91-56; s. 212, ch. 95-148.

ITEM/SEGMENT NO.: _____
MANAGING DISTRICT: 5
F.A.P. NO.: _____
STATE ROAD NO.: _____
COUNTY: _____
PARCEL NO.: _____

Public Disclosure Affidavit (For All Persons and Entities Except Trust)

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent

_____ in the capacity of
Name of Corporation, Partnership, etc.
_____ and; my full name
Affiant's Title (President, V.P., etc.)
and address is _____

_____ ; and
Affiant's Name and Address
_____ holds legal title to
Name of Corporation, Partnership, etc.

the real estate described in **Attachment "A"** to this affidavit; and (select appropriate option)

The names and addresses of all persons who hold a beneficial interest in the real estate are listed on **Attachment "B"** to this affidavit.

All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to **Chapter 517, Florida Statutes**, whose interest is for sale to the general public.

This is a nonpublic entity, and I elect not to disclose the names of persons or entities holding less than 5% of the beneficial interest in this entity.

Affiant's Signature

Print or Type Name of Affiant

State of _____

County of _____

Sworn to and subscribed before me this day of _____, day of _____, _____

By _____ who is personally known to me or who has produced
_____ as identification.

Notary's Signature: _____
(Print, type or stamp name of notary public)

Attachment A
Insert Legal Description

Attachment "B"

STATEMENT OF OFFER

ITEM/SEGMENT NO.: _____
 DISTRICT: _____
 FEDERAL PROJECT NO.: _____
 STATE ROAD NO.: _____
 COUNTY: _____
 PARCEL NO.: _____

Dear (Seller)

As you are probably aware, the State of Florida Department of Transportation is in the process of acquiring the needed right of way for the above referenced facility. A determination has been made that either a part or all of your property will be needed. A search of the Public Records of the County in which this property is situated has been made and it was determined that property is owned by you.

The interest being acquired in your property is:

In addition, the following list will identify the buildings, structures, fixtures, and other improvements which are considered to be a part of the real property acquired, or personal property being acquired, if any:

The following items were excluded:

You are further advised that the Department's offer of just compensation for the property required for the construction of this facility is based on the Fair Market Value of the property and that the Department's offer to you is not less than the approved appraised value of the property.

The following represents a summary of the Department's offer to you and the basis therefore:

Land	\$ _____
Improvements	\$ _____
Real Estate Damages	\$ _____
Total	\$ <u>0.00</u>

This Statement of Offer is not a contract; if you agree to accept this offer, you will be required to sign a purchase agreement. Any additional information you may require can be obtained through the Department's Representative that contacted you. If that representative is not readily available, please contact:

_____ at _____.

Sincerely,

Type or Print Name
District Right of Way Manager
By:

Delivered By

Type or Print Name

Date

Receipt Acknowledged By

Type or Print Name

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE AGREEMENT

ITEM SEGMENT NO.: _____
DISTRICT: _____
FEDERAL PROJECT NO.: _____
STATE ROAD NO.: _____
COUNTY: _____
PARCEL NO.: _____

Seller: _____

Buyer: **State of Florida, Department of Transportation**

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property:

(a) **Estate Being Purchased:** Fee Simple Permanent Easement Temporary Easement Leasehold

(b) **Real Property Described As:** _____

(c) **Personal Property:** _____

(d) **Outdoor Advertising Structure(s) Permit Number(s):** _____

Buildings, Structures, Fixtures and Other Improvements Owned By Others: _____

These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property		
Land	1.	\$ _____
Improvements	2.	\$ _____
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$ _____
Total Real Property	4.	\$ 0.00
(b) Total Personal Property	5.	\$ _____
(c) Fees and Costs		
Attorney Fees	6.	\$ _____
Appraiser Fees	7.	\$ _____

_____ Fee(s)	8.	\$ _____
Total Fees and Costs	9.	\$ 0.00
(d) Total Business Damages	10.	\$ _____
(e) Total of Other Costs	11.	\$ _____
List: _____		

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) **\$ 0.00**

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ _____

(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or _____ \$ _____

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: _____

- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page _____ is made a part of this agreement.
- There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Buyer

State of Florida Department of Transportation

BY: _____
Signature Date

Type or Print Name and Title

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this ____ day of _____, _____.

BY: _____
Signature Type or Print Name and Title

Legal Review: _____ Date

Type or Print Name and Title

ADDITIONAL SIGNATURES

SELLER(S):

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

NOTICE TO BUSINESS OWNER

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:

Dear ,

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility.

Our research shows you own a business located on property needed for this project. The following enclosed documents identify the property that is needed:

You may be eligible for compensation if your business is damaged as a result of this acquisition. However, there are several conditions your business must meet before you are eligible to receive a business damage payment. This letter, along with the enclosed pamphlet entitled **Business Damages Process**, explains the eligibility requirements, your rights and options, and the process you must follow in claiming business damages.

The Department recognizes that a proposed transportation project, particularly one which requires acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and to make all necessary arrangements. Throughout this process, we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law.

Your receipt of this notice does not entitle you to business damages. By law, in order to qualify for business damages, your business must meet the following conditions:

- You must hold a real property interest, in the form of a lease, deed, etc., in the portion of the property being acquired by the Department.
- The acquisition must be a partial acquisition of the property on which your business is located. If the Department acquires all of the real estate on which your business is located, your business will not qualify for payment of damages.
- Your business must have been in operation on the site for at least five years immediately prior to the Department's acquisition.
- You must be able to show that any damages you are claiming result directly from the loss of property. The effects of construction activities or other effects incidental to construction are not compensable.

If your business qualifies as described above and you wish to claim business damages, you must submit a good faith written offer to settle your business damage claim to the Department no later than 180 days after you receive this notice. Your written offer must be sent by certified mail, return receipt requested to the following address:

If you do not submit your offer to settle your business damage claim within the specified time your claim may not be allowed in future condemnation proceedings. If you share ownership of the business with others, you should coordinate with the other owners and provide only one business damage claim for the business.

Your business damage offer must include an explanation of the nature, extent and monetary amount of the damages you are claiming. The offer must be prepared by you as the business owner, a certified public accountant or a business damage expert familiar with the nature of the operations of your business. With your offer you must also provide copies of your business records substantiating your good faith offer.

You may be contacted by attorneys, accountants or others requesting a commitment from you to use their services in dealing with the Department. The Department will pay for certain types of services. However, by law there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process.

Your rights and options are more fully explained in the enclosed **Business Damages Process pamphlet**. We encourage you to read the pamphlet carefully. If you have questions about any aspect of our acquisition process, please give us an opportunity to answer them. Regardless of whether or not we reach an agreement on the amount of damages to your business, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us work with you if you decide to file a claim for business damages. If you experience any problems, please do not hesitate to contact:

Sincerely,

District Right of Way Manager
By:

Enclosures:

Questionnaire
Return Envelope
Legal Description (and/or right of way map)
Business Damages Process Pamphlet
CC: Records Management

Received by: _____

Certified Mail Number:

Date: _____

QUESTIONNAIRE

ITEM/SEGMENT NO:
MANAGING DIST: 05
F.A.P. NO:
STATE ROAD NO:
COUNTY:
PARCEL NO:
ATTENTION:

Dear Business Owner:

Please complete the following information and mail to this office.

1. Name of the business and a brief description of the business operation:

2. Are you the owner of the business operating at this site? _____

If yes, how long have you been in business? _____

3. I have sold all _____ or part _____ of the business.

Approximate Date Sold: _____. The business was sold to:

Name: _____

Address: _____

4. If you share ownership of this business, please list the other owners.

(Use reverse side if necessary)

Name: _____

Address: _____

Telephone No.: _____

5. Please identify the appropriate contact person for your business:

Name and Title: _____

Address: _____

Telephone No.: _____

6. Do you anticipate filing a business damage claim? _____

7. Additional Comments: _____

(Use reverse side if necessary)

Business Owner's Signature Date

Printed Name and Title

EXHIBIT A-13
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REPRESENTATIVE AUTHORIZATION

575-030-02
RIGHT OF WAY
2/20

Address of the District or Satellite Office where the completed form will be submitted.

ITEM/SEGMENT NO.: _____
MANAGING DISTRICT: _____
F.A.P. NO.: _____
STATE ROAD NO.: _____
COUNTY: _____
PARCEL NO.: _____

Attention: _____

Dear FDOT Right of Way Manager:

This is to advise you that I hereby authorize _____
of _____

who was hired by me as of _____ (date) to (indicate extent of authorization by marking one or both boxes as applicable):

- Represent me in all future dealings in the above referenced project and parcel(s).
- Accept service of process in my behalf concerning any legal proceedings in eminent domain which may ensue.

OWNER(S)/TENANT(S):

Signature _____	Date _____	Signature _____	Date _____
Printed Name _____		Printed Name _____	

This is to advise you that I am authorized to represent _____
of _____ in the

capacity(ies) set forth above. I am am not a member of the Florida Bar. I will accept service of process.

NOTE: This document must be notarized if the agent **is not** a member of the Florida Bar but is authorized to accept service of process.

STATE OF FLORIDA
COUNTY OF _____

Representative Signature _____ Date _____

Representative Printed Name _____

The foregoing instrument was acknowledged before me by means of
 physical presence or online notarization, this _____ day
of _____ by _____ by
_____ as _____ for
(Name of person) (Type of authority)

Representative Address _____

(Name of party on behalf of whom instrument was executed)

Phone: _____

Signature of Notary Public – State of Florida

Email: _____

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REPRESENTATIVE AUTHORIZATION

575-030-02
RIGHT OF WAY
2/20

**INSTRUCTIONS FOR COMPLETION OF THE
REPRESENTATIVE AUTHORIZATION (FORM 575-030-02)**

If a property owner or business owner chooses to be represented by an agent during negotiation, including service of legal process, a written authorization, to include the information on this form must be provided by the owner or the owner's agent to the Department prior to the Department's negotiation of the parcel with the authorized representative.

DATE AND INSIDE ADDRESS: Space is available for the form preparer to provide the inside address of the district or satellite office where the completed form will be submitted.

PROJECT/PARCEL IDENTIFICATION: The following information can be located in the legal documents and/or right of way maps for each project and is required on official Department forms:

Item/Segment No.
Managing District
F.A.P. No.
State Road No.
County
Parcel No.

ATTENTION: Provide the agent or individual's name responsible for negotiation of the parcel.

TOP PORTION OF THE FORM: The form provides space for the following information to be provided by the owner:

The name of representative and representative's firm name, if applicable.

Date representative was hired.

Check box for capacity of representation.

Owner/Tenant signature and date of authorization.

Owner/Tenant's printed or typed name.

LOWER PORTION OF FORM: The form provides space for the following information to be provided by the representative:

Name of property or business owner and firm name, if applicable.

Check box indicating whether representative is a member of the Florida Bar.

Check box indicating whether representative will accept service of process.

Representative's signature and date of acceptance.

Representative's address for negotiations and service of process.

Representative's telephone number.

NOTARY SECTION: If the representative is not a member of the Florida Bar, the notary section must be completed by a notary.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CLOSING STATEMENT

575-030-16
RIGHT OF WAY
OGC - 11/16

ITEM/SEGMENT NO.: _____
MANAGING DISTRICT: _____
F.A.P. NO.: _____
STATE ROAD NO.: _____
COUNTY: _____
PARCEL NO.: _____

BUYER: STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

SELLER(S):

REAL PROPERTY DESCRIBED AS:

Summary of Seller's Transaction

Credits

Land _____
Improvements _____
Real Estate Damages/Cost-to-Cure _____
Personal Property _____
Business Damage _____
Attorney Fees _____
Appraiser Fees _____
Other _____

Total Credits \$ 0.00

Debits

First Mortgage Payoff _____
First Mortgage Pre-Payment Penalty _____
Second Mortgage Payoff _____
Second Mortgage Pre-Payment Penalty _____
Attorney Fees _____
Appraiser Fees _____
Ad Valorem Taxes _____
Other _____

Total Debits \$ 0.00

Credits Less Debits \$ 0.00

Amount Withheld \$ _____

Amount Due to Seller at Closing \$ 0.00

Warrant No.: _____

Received By: _____

Date of Final Agency Acceptance: _____

(Type or print name under signature)

Date of Closing: _____

Closing Agent: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SETTLEMENT APPROVAL

MANAGING DISTRICT: _____	PARCEL NO.: _____
ITEM/SEGMENT NO.: _____	LITIGANT NAME/NO.: _____
SUIT STYLE: _____	DOT SUIT NO.: _____
F.A.P. NO.: _____	COUNTY: _____
DOT ATTORNEY: _____	DEFENSE ATTORNEY: _____
JUDGE: _____	TRIAL DATE: _____
_____	COURT DOCKET NO.: _____

<input type="checkbox"/> ADMINISTRATIVE SETTLEMENT	<input type="checkbox"/> COURT ORDERED MEDIATION	<input type="checkbox"/> LEGAL SETTLEMENT
<input type="checkbox"/> OFFER OF JUDGMENT	<input type="checkbox"/> NON-COURT ORDERED MEDIATION	<input type="checkbox"/> OTHER SETTLEMENT

SETTLEMENT

Land		\$	_____
Improvements			_____
Severance/Real Estate Damages			_____
Move Costs			_____
Business Damages			_____
Owner/Litigant Attorney Fee			_____
Based on Benefit of	\$		_____
Based on Nonmonetary Benefit of	\$		_____
Owner/Litigant Appraisal Fee			_____
Owner/Litigant Expert Fees			_____
Owner/Litigant Costs (Specify)	_____		_____
Other	_____		_____
TOTAL SETTLEMENT		\$	_____ 0.00

SUPPORT DATA

Owner Appraisal	\$	_____	Appraiser	_____
Owner Claim	\$	_____		
DOT Approved Appraisal	\$	_____	Appraiser	_____
Unapproved Appraisal(s)	\$	_____		_____
(if relevant)				
Owner/Tenant Business Damage Claim	\$	_____		_____
DOT Business Damage Counteroffer	\$	_____		

Justification:

SUBMITTED BY:

Right of Way Agent

Trial Attorney

_____ Date

_____ District Acquisition Administrator

Office of the General Counsel

_____ Date

APPROVED FOR SETTLEMENT:

_____ District Right of Way Manager

Assistant District Right of Way Manager

_____ Date

ADDITIONAL APPROVALS (as applicable)

APPROVED FOR SETTLEMENT:

_____ Director, Office of Right of Way

Deputy Director, Production

_____ Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Name & Address

ITEM/SEGMENT NO.: _____
 MANAGING DISTRICT: _____
 F.A.P. NO.: _____
 STATE ROAD NO.: _____
 COUNTY: _____
 PARCEL NO.: _____

The Florida Department of Transportation will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Federal regulations require that we report this transaction to the Internal Revenue Service (IRS), therefore we must obtain your correct Taxpayer Identification Number (TIN).

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions please let us know.

Name	Phone Number
Business Name , if different from above	Phone Number
Address (number, street, and apt. or suite no.)	OWNERSHIP INTEREST <input type="checkbox"/> Sole Owner <input type="checkbox"/> Part Owner with _____ % interest <input type="checkbox"/> Not Applicable (Vendor Only)
City, State, and ZIP Code	

TAXPAYER IDENTIFICATION NUMBER (TIN)

For individuals, this is your social security number (SSN): _____ - _____ - _____

For other entities, it is your employer identification number (EIN): _____ - _____

If you do not have a TIN, see attached instructions for How to get a TIN.

Below, choose one number that accurately describes the business or the individual.

- 1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION**
 (A corporation formed under the laws of any state within the United states.)
- 2 - NOT FOR PROFIT CORPORATION** (Section 501(c)(3) Internal Revenue Code)
- 3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC**
- 4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC**
- 5 - NONCORPORATE RENTAL AGENT**
- 6 - GOVERNMENTAL ENTITY** (City, County, State or U.S. Government)
- 7 - FOREIGN CORPORATION OR ENTITY** (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.
 Is income effectively connected with business in the United States? YES NO
- 8 - NONRESIDENT ALIEN** (An individual temporarily in the U.S. who is not a U.S. citizen or resident.)

CERTIFICATION

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Sign Here _____ Date _____
 Title _____ Email (optional) _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

575-030-27
RIGHT OF WAY
10/16

Instructions for
Names and Taxpayer Identification Numbers

1. **Individuals** should enter the name shown on your social security card. If you have changed your last name due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.
2. **Married Couples** should give the name and SSN of either person.
3. **Custodian Accounts (Guardianship)** must give the ward's name and SSN. Do not furnish the TIN of the guardian.
4. For a **Trust Account that is not a legal or valid trust under state law**, give the name and SSN of the actual owner.
5. **Limited Liability Company (LLC) - If a single-member LLC** (including a foreign LLC with a domestic owner) disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line and enter the LLC name on the "Business Name" line. You may use either your SSN or EIN. If the LLC is a corporation, partnership, etc., enter the entity's EIN.
6. For a **Sole Proprietor or a Single-Owner LLC** enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as (DBA) name on the "Business name" line. You may enter either your SSN or EIN (if you have one). The IRS prefers that you use your SSN.
7. For a **Valid Trust**, name the trust and give the EIN for the trust. Do not furnish the TIN of the trustee.
8. For an **Estate**, the name should be shown as "The estate of (name of decedent)". Give the SSN of the decedent if he/she died in the calendar year of the closing. Give the EIN for the estate for any subsequent years following the death of the decedent. Do not furnish the TIN of the personal representative.
9. For an **Association, Club, Religious, Charitable, Educational, or other tax-exempt organization**, give the name and EIN of the organization.
10. For a **Partnership or Multi-Member LLC** give the name and EIN for the partnership, or LLC.

If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form. **Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:

NOTICE OF ELIGIBILITY

Dear

The Florida Department of Transportation is in the process of acquiring real property for the above referenced project in your area. We have determined you will be required to move from your dwelling located on the property being acquired to accommodate construction of this transportation facility.

This notice is to advise you of your eligibility for services and payments under the Relocation Assistance program. As a displaced person, you will receive advisory services and reimbursement for the actual, reasonable, and necessary costs incurred in moving your personal property to a replacement dwelling. You may also qualify for a replacement housing payment to assist your purchasing and/or renting of a replacement dwelling. Other forms detailing specific payment amounts will be provided to you in the near future.

As it is the Department's desire to provide assistance to you through the relocation process, we encourage you to speak with the Department's Relocation Agent assigned to help you. The agent is responsible for explaining the various payments and options available to you and will assist you at your convenience in answering questions, completing required forms and gathering necessary information.

NOTE: This notice is not directing you to immediately vacate the property. Your assigned agent will keep you informed of scheduled timeframes and, if necessary, provide you advance written notice specifying the date the property must be vacated.

If you have any questions contact our Relocation Assistance Office located at:

Sincerely,

District Right of Way Manager
By:

Receipt Acknowledged: _____
Addressee

Date

- (1) Original to Property Owner/Tenant
- (2) Copy to District Office Official Record File

EXHIBIT A-18

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATEMENT OF ELIGIBILITY FOR SUPPLEMENTARY
REPLACEMENT HOUSING PAYMENT FOR OWNER**

FORM 575-040-06
RIGHT OF WAY
04/03

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:

This is to certify that being displaced from the residence located at ,

- will not be eligible for replacement housing because
- will be eligible for a purchase additive amount not to exceed \$ 0.00 in order to purchase a decent, safe, and sanitary dwelling as an owner who elects to purchase. In order to receive the full purchase additive amount, you must purchase a decent, safe, and sanitary dwelling costing at least \$ 0.00

The above amount is based upon the difference between the value of the comparable replacement dwelling offered by the Department (\$ 0.00) and the value of the acquired dwelling on a typical homesite as determined by the Department (\$ 0.00). The value of the acquired dwelling on a typical homesite represents 0 % of the approved appraisal amount for your property, which is \$ 0.00 . If the actual price of the acquired dwelling changes or the displacee purchases a replacement dwelling with a different value, the amount of the purchase additive eligibility may change. This eligibility amount is subject to change if comparable dwellings similar to the property to be acquired are no longer available.

The displacee may also be eligible, when applicable, for compensation of the loss of favorable financing on an existing mortgage in the financing of replacement housing and reimbursement for costs incidental to the purchase of a replacement dwelling. The displacee must purchase and occupy decent, safe and sanitary replacement housing within one year from the later of the date he/she receives this Statement of Eligibility or the date he/she receives payment for the property the Department is acquiring. In condemnation cases, this is the date funds are deposited with the court.

The benefits will not be available until acquisition of the property to be acquired by the Office of Right of Way is complete or, in the case of condemnation, the owner has signed such agreements as are required by the Department of Transportation.

Payments will not be made to persons who purchase a replacement dwelling until they occupy the dwelling and provide a closing statement or other acceptable documentation of the price paid for the replacement unit.

If you are eligible for a replacement housing payment, please see attached Form Number 575-040-05 for location and further information on comparable replacement dwelling(s) offered to you and calculation of replacement housing payment.

Signed: _____

Title:

Dated: _____

Receipt Acknowledged by _____

on the _____ day of _____ , _____

EXHIBIT A-19

FORM 575-040-09
RIGHT OF WAY - 04/03

In reply refer to:

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:
Initiation of Negotiations:
90-DAY LETTER OF ASSURANCE

Dear

As you are aware, the State of Florida Department of Transportation is in the process of acquiring right of way for the above-referenced project in your area. It has been determined that you, your family, your business or farm operation, or personal property you may own will need to be relocated from this real property which is needed for the construction of this transportation facility.

To ensure that you receive adequate time to relocate, the Department hereby assures that you will not be required to move from the subject property before at least ninety (90) days have elapsed from the date of receipt of this letter. This assurance applies to you, your family, your business or farm operation, or personal property you may own. Further, you will be given a written notice which will specify the actual date by which the property must be vacated and surrendered to the Department. You will receive this latter notice at least thirty (30) days prior to the date specified.

If you are a residential occupant and have not been offered a comparable replacement dwelling with this letter, you are further assured that you will not be required to move in less than 90 days from the date such a dwelling is made available to you.

It is the sincere desire of the Department to assist you in your relocation necessitated by this acquisition and to answer any questions you may have. Should you desire further information, our Relocation Assistance Office is located at

Sincerely,

District Right of Way Manager

By:

Receipt Acknowledged: _____
Addressee

_____ Date

- (1) Original to Property Owner/Tenant
- (2) Acknowledged Copy to District Office Official Record File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REPLACEMENT HOUSING
QUESTIONNAIRE/CERTIFICATION

575-040-13
 RIGHT OF WAY
 05/03

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #:
STATE ROAD #:
COUNTY:
PARCEL #:

DISPLACEE: ADDRESS:		COMPARABLE NO.:	
NUMBER BEING RELOCATED TO THIS UNIT:		DISPLACEE'S INCOME:	
ADDRESS OF PROPERTY:		LISTED BY:	
OWNER'S NAME & ADDRESS:		<input type="checkbox"/> SINGLE <input type="checkbox"/> M/H <input type="checkbox"/> MULTI <input type="checkbox"/> OTHER	ADVERSE ENVIRONMENTAL FACTORS?
ASKING PRICE:	RENTAL: MO.	% DOWN TO PURCHASE:	LOT SIZE: <input type="checkbox"/> GARAGE <input type="checkbox"/> CARPORT CAR(S)
TYPE OF NEIGHBORHOOD:		DISTANCE TO EMPLOYMENT:	DISTANCE TO TRANSPORTATION:
DISTANCE TO SHOPPING:		DISTANCE TO SCHOOL ELEMENTARY:	JR. HIGH: SR. HIGH:
DISTANCE TO CHURCH OF CHOICE:		FAIR HOUSING <input type="checkbox"/> YES <input type="checkbox"/> NO	EXTERIOR APPURTENANCES:
TOTAL FLOOR SPACE: Total floor space includes all heated areas. In addition to habitable floor space, total floor space includes closets, baths, connecting corridors, pantries, if heated and considered part of the main body of the house.			
TYPE OF CONSTRUCTION: <input type="checkbox"/> BRICK <input type="checkbox"/> FRAME <input type="checkbox"/> CONCRETE BLOCK <input type="checkbox"/> OTHER		AGE:	# BEDROOMS: # BATHS: # TOTAL ROOMS:
HOUSING CODE: -IS PROPERTY COVERED BY A LOCAL HOUSING CODE? <input type="checkbox"/> YES <input type="checkbox"/> NO -DOES PROPERTY CONFORM TO CODE? <input type="checkbox"/> YES <input type="checkbox"/> NO EXCEPTION LIST ATTACHED			
ELECTRICITY: -IS THERE A PROVISION FOR ARTIFICIAL LIGHTING IN EACH ROOM? <input type="checkbox"/> YES <input type="checkbox"/> NO			
HEATING AND AIR CONDITIONING: -IS THERE AN ADEQUATE HEATING SYSTEM MAINTAINING A 70° TEMPERATURE? GIVE TYPE: <input type="checkbox"/> YES <input type="checkbox"/> NO -IS INSPECTION BY A HEATING EXPERT NEEDED? <input type="checkbox"/> YES <input type="checkbox"/> NO -IS THERE AN AIR CONDITIONING SYSTEM? <input type="checkbox"/> YES <input type="checkbox"/> NO GIVE TYPE: _____ # OF UNITS: _____			
WATER SUPPLY: -IS THERE A CONTINUING AND ADEQUATE SUPPLY OF POTABLE SAFE WATER? GIVE SOURCE: _____ <input type="checkbox"/> YES <input type="checkbox"/> NO -IF WELL OR CISTERN, WHEN WAS IT LAST TESTED? _____ RESULTS: _____			
KITCHEN: -DOES KITCHEN CONTAIN A SINK WITH HOT & COLD WATER FAUCETS IN WORKING CONDITION? <input type="checkbox"/> YES <input type="checkbox"/> NO -DOES KITCHEN HAVE UTILITY CONNECTIONS & SPACE FOR RANGE AND REFRIGERATOR? <input type="checkbox"/> YES <input type="checkbox"/> NO			
BATHROOM: -IS BATHROOM WELL-LIGHTED, VENTILATED & AFFORDING PRIVACY? <input type="checkbox"/> YES <input type="checkbox"/> NO -DOES BATHROOM CONTAIN LAVATORY BASIN, FLUSH CLOSET, AND BATHTUB OR STALL SHOWER? <input type="checkbox"/> YES <input type="checkbox"/> NO -ARE FACILITIES CONNECTED TO: <input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC TANK? <input type="checkbox"/> YES <input type="checkbox"/> NO			
STRUCTURE: -IS STRUCTURE SOUND, WEATHER TIGHT & IN GOOD REPAIR? <input type="checkbox"/> YES <input type="checkbox"/> NO -IS STRUCTURE ADEQUATELY MAINTAINED? <input type="checkbox"/> YES <input type="checkbox"/> NO -IS THERE MEANS TO EGRESS TO SAFE OPEN SPACE AT GROUND LEVEL? <input type="checkbox"/> YES <input type="checkbox"/> NO -IS STRUCTURE THREE OR MORE STORIES HIGH? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, HAS TWO OR MORE EXITS TO SAFE OPEN AREA AT GROUND LEVEL <input type="checkbox"/> YES <input type="checkbox"/> NO -DOES STRUCTURE APPEAR TO MEET DECENT, SAFE AND SANITARY LIVING REQUIREMENTS? <input type="checkbox"/> YES <input type="checkbox"/> NO			
REMARKS:			
I HEREBY CERTIFY THAT I HAVE PERSONALLY INSPECTED THE ABOVE DESCRIBED PROPERTY, AND THE PROPERTY APPEARS TO MEET ALL DECENT, SAFE AND SANITARY REQUIREMENTS. <input type="checkbox"/> YES <input type="checkbox"/> NO			
ANY DETERMINATION MADE BY THE DEPARTMENT THAT A DWELLING MEETS STANDARDS FOR DECENT, SAFE AND SANITARY HOUSING IS MADE SOLELY FOR THE PURPOSES OF DETERMINING ELIGIBILITY FOR REPLACEMENT HOUSING PAYMENTS AND IS NOT A REPRESENTATION OR WARRANTY FOR ANY OTHER PURPOSE.			
INFORMATION OBTAINED FROM:		AGENT'S SIGNATURE:	DATE:
I HEREBY CERTIFY THE ABOVE PROPERTY OCCUPIED AS OF _____ AGENT'S SIGNATURE _____			

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REPLACEMENT HOUSING PAYMENT DETERMINATION
THREE COMPARABLES METHOD

OCCUPANT & ADDRESS:	ITEM/SEGMENT NO.:
	MANAGING DISTRICT:
	F.A.P. NO.:
	STATE ROAD NO.:
	COUNTY:
	PARCEL #:

DETERMINATION OF REPLACEMENT VALUE IS BASED ON THE FOLLOWING COMPARABLES WHICH ARE DECENT, SAFE AND SANITARY, FUNCTIONALLY EQUIVALENT AND SUBSTANTIALLY THE SAME AS THE ACQUIRED DWELLING, FAIR HOUSING (OPEN TO ALL PERSONS REGARDLESS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN), REASONABLY ACCESSIBLE TO PUBLIC SERVICES AND THE DISPLACEE'S PLACE OF EMPLOYMENT, IN AN EQUAL OR BETTER NEIGHBORHOOD WHICH IS NOT SUBJECT TO UNREASONABLY ADVERSE ENVIRONMENTAL FACTORS, AND IS CURRENTLY AVAILABLE ON THE OPEN MARKET WITHIN THE FINANCIAL MEANS OF THE DISPLACEE. (SEE ATTACHED COPIES OF FORM 575-040-13 "REPLACEMENT HOUSING QUESTIONNAIRE/CERTIFICATION," FOR EACH COMPARABLE LISTED BELOW.) IF NEEDED, THE DEPARTMENT WILL PROVIDE TRANSPORTATION TO DISPLACEE TO INSPECT THE REPLACEMENT DWELLINGS BEING OFFERED.

COMPARABLE NO. 1:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: \$	MONTHLY RENTAL: \$

COMPARABLE NO. 2:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: \$	MONTHLY RENTAL: \$

COMPARABLE NO. 3:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: \$	MONTHLY RENTAL: \$

A. TENURE:

SUBJECT PROPERTY: OWNER TENANT
REPLACEMENT PROPERTY: OWNER TENANT RETENTION
ELIGIBILITY BASED UPON: 90 DAYS 90 DAYS
 LESS THAN 90-DAY OCCUPANT

B. SUBJECT PROPERTY VALUATION:

APPRAISAL \$ _____
 PARTIAL TAKING \$ _____
 HIGHEST AND BEST USE \$ _____
 ECONOMIC RENT (MONTHLY) INCLUDING UTILITIES \$ _____
 ACTUAL RENT (MONTHLY) INCLUDING UTILITIES \$ _____
TOTAL MONTHLY INCOME x 30% (\$ _____ x 30%) \$ _____
BASE MONTHLY RENTAL \$ _____

C. COMPARABLE VALUE ANALYSIS: PURCHASE ADDITIVE

BASED UPON CURRENT SELLING PRICE OF:
COMPARABLE NO. 1 \$ _____
COMPARABLE NO. 2 \$ _____
COMPARABLE NO. 3 \$ _____

COMARABLE ANALYSIS FINDING (COMPARABLE NO. 1)..... \$ _____
LESS: SUBJECT PROPERTY VALUATION..... \$ _____
EQUALS: AMOUNT OF PURCHASE ADDITIVE PAYMENT \$ _____

D. COMPARABLE VALUE ANALYSIS: RENTAL ASSISTANCE

BASED UPON CURRENT RENTAL PRICE INCLUDING UTILITIES OF:
COMPARABLE NO. 1 \$ _____
COMPARABLE NO. 2 \$ _____
COMPARABLE NO. 3 \$ _____

COMARABLE ANALYSIS FINDING (COMPARABLE NO. 1)..... \$ _____
LESS: SUBJECT PROPERTY BASE MONTHLY RENTAL..... \$ _____
EQUALS: RENT DIFFERENTIAL \$ _____

EQUALS: AMOUNT OF RENTAL ASSISTANCE PAYMENT \$ _____ X 42

E. DOWN PAYMENT COMPUTATION:

VALUE OF REPLACEMENT DWELLING \$ _____
DOWN PAYMENT REQUIRED: _____ %
AMOUNT OF PAYMENT \$ _____
(MORTGAGE AMOUNT _____; INTEREST RATE _____ %; # months _____)

I UNDERSTAND THAT THIS DETERMINATION OF A REPLACEMENT HOUSING PAYMENT IS TO BE USED IN CONNECTION WITH A DEPARTMENT TRANSPORTATION PROJECT AND I CERTIFY THAT I HAVE NO DIRECT OR INDIRECT, PRESENT OR CONTEMPLATED FUTURE PERSONAL INTEREST IN THIS PROPERTY OR IN ANY BENEFIT FROM THE ACQUISITION OF THIS PROPERTY.

	SIGNATURE	TITLE	DATE
SUBMITTED:	_____	_____	_____
REVIEWED:	_____	_____	_____
APPROVED:	_____	_____	_____

REMARKS: _____

MOVING EXPENSE CALCULATION AND PAYMENT DETERMINATION

<input type="checkbox"/> BUSINESS <input type="checkbox"/> FARM <input type="checkbox"/> INDIVIDUAL OR FAMILY <input type="checkbox"/> PERSONAL PROPERTY ONLY	ITEM/SEGMENT #: _____ MANAGING DISTRICT: _____ F.A.P. #: _____ STATE ROAD #: _____ COUNTY: _____ PARCEL #: _____
CURRENT ADDRESS: _____	
NEW LOCATION ADDRESS: _____	DISTANCE OF MOVE: _____
DESCRIPTION OF MERCHANDISE AND/OR SERVICE RENDERED: _____	
A. COMMERCIAL MOVE/SELF MOVE/MOVING RELATED EXPENSES: RECEIPTED BILLS/INVOICES TOTAL AMOUNT \$ _____	
B. SCHEDULE AMOUNT: 1. FURNISHED: 1 ROOM @\$750 2 ROOMS @\$900 3 ROOMS @\$1075 4 ROOMS @\$1250 5 ROOMS @\$1400 6 ROOMS @\$1550 7 ROOMS @\$1600 8 ROOMS @\$1850 PLUS NUMBER ADD'L ROOMS _____ X \$300 = \$ _____ 2. UNRNISHED: 1 ROOM @\$500 PLUS NUMBER ADD'L ROOMS _____ X \$150 = \$ _____ 3. COMBINATION: BEGIN WITH UNFURNISHED USING ABOVE APPROPRIATE AMOUNTS = \$ _____ PLUS NUMBER FURNISHED ROOMS _____ X \$150 = \$ _____	
C. ESTIMATE BY: <input type="checkbox"/> COMMERCIAL MOVER OR <input type="checkbox"/> DOT: MAN HOURS _____ X RATE PER MAN HOURS \$ _____ = \$ _____ TYPE OF VEHICLE _____ = \$ _____ # OF HRS. _____ X RATE PER VEHICULAR HR. \$ _____ = \$ _____ C W T _____ @ \$ _____ = \$ _____ SUBCONTRACTED SERVICES: _____ = \$ _____ _____ = \$ _____	
D. DIR LOSS/SUB PROP/BULK-LOW VAL: 1. REPLACEMENT COST OF PERSONAL PROPERTY = \$ _____ 2. NET PROCEEDS FROM SALE OF PERSONAL PROPERTY = \$ _____ MOVE ALLOWANCE IF LESS THAN "C" ABOVE = \$ _____ (BUSINESS DISCONTINUED): 1. DEPRECIATED VALUE OF PROPERTY IN PLACE = \$ _____ 2. NET PROCEEDS FROM SALE OF PERSONAL PROPERTY = \$ _____ MOVE ALLOWANCE IF LESS THAN "C" ABOVE = \$ _____	
E. ADVERTISING SIGNS: 1. ESTIMATED COST TO MOVE (FROM SECTION "C" ABOVE) = \$ _____ 2. DEPRECIATED REPRODUCTION COST, LESS SALE PROCEEDS, IF APPLICABLE = \$ _____ ALLOWANCE IF SIGN IS NOT MOVED = \$ _____	
F. FIX PAYMENT IN LIEU OF MOVE COST (\$40,000 LIMIT) NET EARNINGS FOR 2 YEARS PRECEDING TAXABLE YEAR BUSINESS IS RELOCATED: _____ \$ _____ _____ \$ _____ TOTAL \$ _____ AVERAGE \$ _____	
LESS THAN 2 YEARS OPERATION (WITHIN 2 TAXABLE YEARS PERIOD): NET EARNINGS: \$ _____ DIVIDED BY MONTHS _____ EQUALS \$ _____ X 12 EQUALS TOTAL \$ _____	
G. SEARCH EXPENSES (\$2,500 LIMIT) 1. TRANSPORTATION AND MEALS = \$ _____ 2. LODGING AWAY FROM HOME = \$ _____ 3. TIME SPENT SEARCHING (REASONABLE SALARY) = \$ _____ 4. FEES PAID TO REAL ESTATE AGENT/BROKER = \$ _____	
H. REESTABLISHMENT EXPENSES (\$25,000 LIMIT) 1. REPAIRS, MODIFICATION = \$ _____ 2. UTILITIES = \$ _____ 3. INCREASED OPERATING COSTS = \$ _____ 4. OTHER = \$ _____	
STORAGE CHARGES \$ _____ TOTAL AMOUNT OF MOVE CLAIM \$ _____ THE UNDERSIGNED CERTIFY THAT MOVING COSTS INCLUDE: DISMANTLING, DISCONNECTING, CRATING, LOADING, TRANSPORTING, UNLOADING, RECONNECTING, AND REINSTALLING OF PERSONAL PROPERTY, INCLUDING SERVICE CHARGES IN CONNECTION THEREWITH, IF APPLICABLE, EXCLUSIVE OF THE COST OF ANY ADDITIONS, IMPROVEMENTS, ALTERATIONS OR OTHER PHYSICAL CHANGES IN OR TO ANY STRUCTURE AT THE NEW LOCATION.	
RELOCATEE SIGNATURE REQUIRED FOR FDOT ESTIMATE _____	
SUBMITTED BY: _____	
APPROVED BY: _____	
SIGNATURE	TITLE
	DATE

APPLICATION AND CLAIM FOR REPLACEMENT HOUSING PAYMENT

Displacee Address: _____
Make Warrant Payable to: _____

Warrant Amount: _____

ITEM/SEGMENT #: _____
MANAGING DISTRICT: _____
F.A.P. #: _____
STATE ROAD #: _____
COUNTY: _____
PARCEL: _____

The undersigned, herein referred to as Claimant regardless of number, hereby makes application for replacement housing payment authorized by the Department of Transportation, State of Florida, County of _____, to wit in support of said application claimant, after first being duly sworn, deposed and says:

1. Claimant certifies that he/she is a legal resident of the United States, and upon Department request can provide documentation verifying legal residency.
2. That claimant owned and occupied rented and occupied the above referred to property for not less than 90 days prior to the initiation of negotiations by the State of Florida Department of Transportation for the acquisition of said property.
3. That claimant was required to move from the aforesaid property on _____, and purchased or rented a replacement dwelling on _____. The replacement dwelling located at _____ was occupied on _____.
4. That claimant believes and is satisfied that said dwelling meets the requirements of being decent, safe and sanitary.
5. That the total number of persons, including claimant, displaced by the acquisition of the former dwelling by the State of Florida, Department of Transportation is _____.
6. Claimant requests that the payment in the amount of _____, applied for herein be made to (check one) claimant other (if payment is to be made to a person or persons other than claimant, the name and address of said payee should be written in space provided below and the explanation for payment given).

7. That claimant will permit representatives of the State of Florida Department of Transportation to inspect the replacement dwelling at reasonable times.
8. Claimant agrees the amount of any settlement or final judgment rendered in claimant's behalf in any condemnation proceeding shall be reduced so ____%¹ of the final settlement or judgment amount for your property plus the replacement housing payment (RHP) herein claimed does not exceed \$ _____.² Claimant hereby understands and agrees the amount reduced from any settlement or final judgment cannot be more than the total amount of the RHP claimed.
9. This Claim will be reviewed for approval of payment within ten (10) working days of receipt by the Department at its office located at:

D.O.T. AGENT

STATE OF FLORIDA
COUNTY OF: _____

Claimant Signature

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification, and who did take an oath.

Notary Public in and for the County and State last aforesaid.
My commission expires: _____
Serial No., if any: _____
Notary Signature: _____

¹ (Enter the percentage of the total appraised amount equal to the computed carve-out. If there is no carve-out, enter 100%.)

² (Enter the lesser of the cost of the number one comparable identified in the original Replacement Housing Payment Determination/Three Comp Method or the replacement dwelling selected.)

APPLICATION AND CLAIM FOR REIMBURSEMENT OF MOVING COSTS

<input type="checkbox"/> PERSONAL PROPERTY ONLY
<input type="checkbox"/> INDIVIDUAL OR FAMILY
<input type="checkbox"/> BUSINESS
<input type="checkbox"/> FARM
<input type="checkbox"/> NONPROFIT

ITEM/SEGMENT NO.:
MANAGING DISTRICT:
F.A.P. NO.:
STATE ROAD NO.:
COUNTY:
PARCEL #:

CLAIM TYPE APPLIED FOR:	AMOUNT APPLIED FOR:
<input type="checkbox"/> COMMERCIAL MOVE	\$ _____
<input type="checkbox"/> MOVING RELATED EXPENSES	\$ _____
<input type="checkbox"/> SCHEDULE MOVE COSTS	\$ _____
<input type="checkbox"/> SELF MOVE	\$ _____
<input type="checkbox"/> DIR LOSS/SUB PROP/BULK-LOW VAL	\$ _____
<input type="checkbox"/> SEARCH EXPENSES	\$ _____
<input type="checkbox"/> FIX PAYMENT IN LIEU OF MOVE CST	\$ _____
<input type="checkbox"/> REESTABLISHMENT EXPENSES	\$ _____
<input type="checkbox"/> MOVE COST ESTIMATES	\$ _____
TOTAL AMOUNT CLAIMED	\$ _____
TOTAL AMOUNT ALLOWED	\$ _____
DIFFERENCE	\$ _____

PARCEL VACATE DATE _____	Subject Address: _____
Relocation services complete with this claim? <input type="checkbox"/> YES <input type="checkbox"/> NO	_____
ADVANCED PAYMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	_____
SUIT STYLE: _____	Replacement Address: _____
DOT File # _____	_____
LEASE/STORAGE FROM _____ TO _____	_____

MAKE CHECK PAYABLE TO _____

I HEREBY CERTIFY:

- A. CLAIMANT CERTIFIES THAT HE/SHE IS A LEGAL RESIDENT OF THE UNITED STATES, AND UPON DEPARTMENTAL REQUEST CAN PROVIDE DOCUMENTATION VERIFYING LEGAL RESIDENCY.
- B. THE ABOVE INFORMATION AND ALL OTHER INFORMATION SUBMITTED HEREWITH IS TRUE AND CORRECT AND ACCURATELY REFLECT MOVING SERVICES ACTUALLY PERFORMED;
- C. THAT NO REIMBURSEMENT OR COMPENSATION HAS BEEN RECEIVED FOR THE AMOUNT OF THIS CLAIM OR ANY PART THEREOF; AND NONE IS CLAIMED OTHER THAN THE CLAIM HEREIN; AND
- D. IF AN IN LIEU OF CLAIM IS SELECTED, THE CLAIMANT HAS NOT, NOR DOES HE/SHE INTEND TO AMEND OR REVISE THE INCOME TAX RETURNS SUBMITTED HEREWITH; AND FURTHER CERTIFIES THAT THE CLAIMANT HAS NOT RECEIVED NOTICE OR OTHER INDICATION THAT SAID RETURNS ARE OR MAY BE INCORRECT.
- E. IF ADVANCE PAYMENT IS MADE PRIOR TO THE MOVE, THE CLAIMANT WILL COMPLY WITH FDOT RIGHT OF WAY RELOCATION PROCEDURE 575-000-000, SECTION 9.3, PAYMENT FOR MOVING AND RELATED EXPENSES, IN THE MOVING OF PERSONALTY FROM THE ACQUIRED PROPERTY. I FURTHER CERTIFY THAT THIS PAYMENT SATISFIES ALL CLAIMS FOR ITEMS LISTED ON THIS CLAIM.
- F. THAT THIS PAYMENT SATISFIES ALL CLAIMS FOR REIMBURSEMENT FOR ITEMS, OR PARTS OF ITEMS, AS THEY ARE LISTED IN THIS CLAIM;
- G. CLAIMANT HAS BEEN ADVISED THEIR CLAIM WILL BE REVIEWED FOR APPROVAL OF PAYMENT WITHIN 10 WORKING DAYS OF RECEIPT BY THE DEPARTMENT AT ITS OFFICE LOCATED AT: _____

CLAIMANT NAME _____
 CLAIMANT SIGNATURE _____ DATE _____
 ADDRESS _____

I HEREBY CERTIFY:	
<input type="checkbox"/> THE PERSONAL PROPERTY HAS BEEN REMOVED, OR WORK HAS BEEN COMPLETED, AS STATED.	
<input type="checkbox"/> THE CLAIMANT IS ELIGIBLE FOR RELOCATION MOVING EXPENSES CLAIMED.	
SUBMITTED _____	DATE _____
D.O.T. AGENT SIGNATURE	

REVIEWED: _____
 SIGNATURE TITLE DATE

APPROVED: _____
 SIGNATURE TITLE DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIRECT PAYMENT AGREEMENT

575-040-22
RIGHT OF WAY
05/03

ITEM/SEGMENT #: _____
MANAGING DISTRICT: _____
F.A.P. #: _____
STATE ROAD #: _____
COUNTY: _____
PARCEL #: _____

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS _____ DAY OF _____,
BY AND BETWEEN (DISPLACEE) _____, LOCATED AT
_____, AND
(MOVER/VENDOR) _____, WHOSE
ADDRESS IS _____,
AND THE FLORIDA DEPARTMENT OF TRANSPORTATION.

PRIOR TO, OR UPON SUBMISSION OF, AN ITEMIZED BILL FROM THE MOVER/VENDOR FOR SERVICES
RENDERED (PLEASE SPECIFY): _____

THE DISPLACEE WILL EXECUTE A CLAIM PREPARED BY THE DEPARTMENT. THE DEPARTMENT WILL
PROCESS THE CLAIM AND A STATE WARRANT WILL BE ISSUED IN THE NAME OF THE MOVER/VENDOR,
USUALLY WITHIN FOUR (4) TO SIX (6) WEEKS FROM EXECUTION OF THE CLAIM BY THE DISPLACEE.
PAYMENT WILL BE MADE AFTER WORK IS COMPLETED TO THE SATISFACTION OF THE DISPLACEE AND THE
DEPARTMENT.

DISPLACEE'S SIGNATURE

MOVER/VENDOR'S SIGNATURE

APPROVED BY:

SIGNATURE/TITLE, FDOT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40B
 PROGRAM MANGEMENT
 OGC - 10/18
 Page 1 of 1

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Orange County 4200 S. John Young Parkway Orlando, FL 32839	FINANCIAL PROJECT NUMBER: 441490-1-48-01
---	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: 2019-2020 (LAP)	\$ 997,837.00	\$ 0.00	\$ 0.00	\$ 997,837.00
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 997,837.00	\$ 0.00	\$ 0.00	\$ 997,837.00
Construction- Phase 58				
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
()				
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 997,837.00	\$ 0.00	\$ 0.00	\$ 997,837.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F. S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amir Asgarinik
 District Grant Manager Name

 Signature Date

Exhibit "C"
TITLE VI ASSURANCES

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

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

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

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

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

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

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EXHIBIT "D"

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$997,837.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

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

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

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

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

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

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

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

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 http://www.myfloridacfo.com/aadir/reference_guide/.