

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 17, 2006 ☒ **Consent** ☐ **Regular**
☐ **Workshop** ☐ **Public Hearing**

Submitted By: Engineering and Public Works
Submitted For: County Engineer

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Amendment to the Joint Participation Agreement, ANW 74, (R2005-0531) dated April 19, 2005, amended December 30, 2005, (R2005-2206), April 14, 2006, (R2006-0319), and May 17, 2006, (R2006-0642) with the Florida Department of Transportation (FDOT) to reimburse Palm Beach County (County) and the local municipalities for damage to Federal Highway Administration (FHWA) Federal Aid System roads, traffic signs and signals caused by Hurricane Jeanne.

Summary: This Amendment will reallocate funds between categories of claims that will be paid to the County within the amended total costs submitted by the County to FDOT. This reallocation will have no additional fiscal impact

District: Countywide (MRE)

Background and Justification: The County entered into a Joint Participation Agreement, ANW 74, (R2005-0531) dated, April 19, 2005, amended December 30, 2005, (R2005-2206), amended April 14, 2006, (R2006-0319), and amended May 17, 2006, (R2006-0642) with the FDOT that will reimburse the County and municipalities up to \$7,856,890.97 for the remaining claims for removal of debris and damage caused to traffic signs and signals by Hurricane Jeanne. Estimates for the claims of various categories for the remaining funds are identified in Exhibit B to Amendment Four.

Attachments:

1. Original Agreement, ANW 74, (R2005-0531)
2. Amendment One, December 30, 2005, R2005-2206
3. Amendment Two, April 14, 2006, R2006-0319
4. Amendment Three, May 17, 2006, R2006-0642
5. Amendment Four (6)

Recommended by:

Mila Connell
Division Director

9/2/06
Date

Approved by:

Ben T. Webb
County Engineer

9/26/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____.
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____.
Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

County Transportation Trust Fund
FDOT JPA for Hurricane Jeanne
Federal Grant Other Transportation

Reimbursement is subject to approval of the claims submitted. Once sufficient funds are received for Palm Beach County Claims, a budget amendment will be prepared to recognize the revenue and appropriate it as necessary.

Since Palm Beach County is only a pass through agency for municipal claims, funds received for them will be deposited in a holding account for dispersal to the appropriate entity.

C. Departmental Fiscal Review: R.D. Ward 9/17/06

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

John Smith 9-27-06
OFMB
9-27-06
9-28-06

John J. Jones 9/28/06
Contract Dev. and Control
E. Jones 9/28/06

B. Approved as to Form and Legal Sufficiency:

Mark R. Pitts 9/29/06
Assistant County Attorney

This amendment complies with
our review requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
EMERGENCY JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT, entered into this 19th day of April 2005, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and PALM BEACH COUNTY, State of Florida, located at 160 Australian Ave., West Palm Beach, Florida 33406, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the COUNTY make certain repairs to the Federal Highway Administration (FHWA) functionally classified county road(s) damaged by Hurricane Jeanne. These repairs are located within Palm Beach County and are hereinafter referred to as the Project, and as detailed in Exhibit "A"; and,

WHEREAS, the DEPARTMENT is prepared to allocate funds towards the repair of county roads in accordance with the Executive Order 04-217, dated September 24, 2004 for Hurricane Jeanne and *President Bush's subsequent Disaster Declaration, dated September 26, 2004, under the Robert T. Stafford Disaster Emergency Act, to provide for the reimbursement of FHWA eligible costs of for Financial Project Number(s):* listed in Exhibit "B". All FHWA non-participating costs shall be borne by the COUNTY; and,

WHEREAS, the repairs of these FHWA functionally classified county road(s) damaged by the Hurricane Jeanne are in the interest of both the DEPARTMENT and the COUNTY and it would be more practical, expeditious and economical for the COUNTY to perform such activities; and,

WHEREAS, the COUNTY by Resolution No. 2005-0531 adopted on MARCH 15, 2005, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this AGREEMENT.

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The COUNTY shall provide all design services necessary for completion of the Project.
3. The COUNTY shall obtain any permits necessary to complete the Project.
4. The COUNTY shall be responsible for assuring that the Project complies with all Federal Highway Administration (FHWA) and DEPARTMENT standards.
5. The COUNTY shall make available to the DEPARTMENT upon request any existing plans relevant to the COUNTY's design and construction activities. The COUNTY will be responsible for verifying the accuracy of any Project related plans prepared on the COUNTY's behalf, and the COUNTY shall revise them as necessary to reflect 'as-built' conditions upon completion of construction. Project plans that have been modified to reflect 'as-built' conditions shall be provided to the DEPARTMENT.
6. The DEPARTMENT agrees to reimburse the COUNTY only for eligible costs associated with design, construction and construction engineering and inspection of the aforementioned

improvements as stated in the FHWA Detailed Damage Inspection Reports, copies of which are attached hereto and made a part hereof. All other costs are to be borne by the COUNTY.

For satisfactory completion of all services as described in Exhibit A (Scope of Services) and the attached Detailed Damage Inspection Report (DDIR), the DEPARTMENT will pay the COUNTY funds received from FHWA a total amount not to exceed THIRTEEN MILLION ONE HUNDRED SIX THOUSAND EIGHT HUNDRED NINETY DOLLARS AND NINETY-SEVEN CENTS (\$13,106,890.97).

7. The DEPARTMENT shall have ten (10) working days to approve any invoice submitted by the COUNTY. A completed copy of Exhibit "C", CERTIFICATION AS TO ACCURACY OF PAYMENT, must accompany all invoices. Project costs eligible for DEPARTMENT participation will be allowed only from the date of final execution of the Agreement. Travel expenses are not authorized in this agreement. The COUNTY shall submit invoices for fees and other compensation for services or expenses in detail sufficient for a proper per-audit and post-audit thereof. Invoice(s) shall be submitted to State DEPARTMENT of Transportation at 3400 W. Commercial Boulevard; Ft. Lauderdale, FL 33309; Attn: Matthew Price.
8. The Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT. However this Agreement shall run to the DEPARTMENT and its successors.
9. This Agreement shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until January 15, 2006. All invoices and supporting documentation must be received by this date.
10. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contracts which by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during the fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.
11. 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 for three 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 Contractor'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 records of the Contractor and subcontractors considered necessary by the DEPARTMENT for the proper audit of costs.
12. The DEPARTMENT may cancel this Agreement for refusal of the COUNTY to allow public access to all documents, papers, letters, of other material subject to the provisions of Chapter 119 of the Florida Statutes, made or reviewed by the COUNTY in conjunction with this Agreement and shall make provisions in its Agreements with its consultants and sub-consultants to terminate for failure to comply with this provisions.
13. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the COUNTY. For breach or violation of this provision, the DEPARTMENT shall

Page 2 of 16

have the right to terminate the Agreement without liability.

14. To the extent allowed by the Laws of Florida, the COUNTY hereby agrees to indemnify, defend, save, and hold harmless the DEPARTMENT from all claims, demands liabilities, and suits of any nature arising out of, because of, or due to any intentional and/or negligent act or occurrence, omission, or commission of the COUNTY, and/or its employees, arising out of this contract or the work which is the subject hereof. In addition, with respect to any of the COUNTY's agents, consultants, contractors, and/or sub-contractors, such party in any contract for this project shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of, or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, contractors, and/or subcontractors. The COUNTY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
15. The Agreement is governed by and construed in accordance with the laws of the State of Florida.
16. Section 215.422(5), Florida Statutes, request the DEPARTMENT to include a statement of vendor rights in the Agreement. The COUNTY is hereby advised of the following time frames. Upon receipt, the DEPARTMENT has ten (10) days to inspect the goods and services provided by the COUNTY. The DEPARTMENT has twenty (20) days to deliver a request for payment to the DEPARTMENT of Financial Services. The twenty days are measured from the latter of the date the invoice is received or the goods and services are received, inspected and approved by the DEPARTMENT.

If payment is not available with forty (40) days a separate interest penalty at a rate as established pursuant to Section 215.422 (3) (b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest payments of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices which have been returned to the COUNTY because of invoice preparations errors will result in delay in the payment. The invoice payment requirements do no start until a properly completed invoice is provided the DEPARTMENT.

Vendor Ombudsman has been established with the DEPARTMENT of Financial Services. The duties of this individual include acting as an advocate for the COUNTY in the event that the COUNTY may be experiencing problems in obtaining timely payment(s) from the DEPARTMENT. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline 1-800-848-3792.
17. This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in written document executed with the same formality and of equal dignity herewith.
18. The DEPARTMENT agrees to pay the COUNTY for the services herein described at compensation as detailed in this Agreement. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services 215.422 (14), Florida Statute, or by the Department's Comptroller under section 334.044(29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit "A" attached, and made part of this Agreement.
19. 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 a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

20. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
21. The DEPARTMENT will consider the employment by any contractor of unauthorized aliens a violation of Section 274A9e) of the Immigration and nationality Act. If the participant knowingly employees unauthorized aliens, such violation shall be cause for unilateral cancellations of this agreement.
22. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested or by email. All notices delivered shall be sent to the following address:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Antonette P. Adams, (954) 777-4624
With a copy to: Matthew Price (954) 777-4442
A second copy to: District General Counsel

If to the PARTICIPANT:

Randy Whitfield
Palm Beach County
160 Australian Avenue
West Palm Beach, Florida 33406
With a copy to: George Webb
With a copy to: Attorney

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

R2005-0531 MAR 15 2005

PALM BEACH COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Tony Masilotti
Tony Masilotti, Chairman

BY: Roselyn Quiroz
ROSIELYN QUIROZ
DIRECTOR OF TRANSPORTATION SUPPORT

ATTEST:

APPROVED: (AS TO FORM)

CITY CLERK (SEAL)

BY: [Signature]
DISTRICT GENERAL COUNSEL

APPROVED:

APPROVED:

BY: Marlene R. Peltz
COUNTY ATTORNEY

BY: Autonette R. Ode
PROFESSIONAL SERVICES ADMINISTRATOR

Approved as to Terms
and Conditions

By: Sharon R. Bock

Sharon R. Bock, Clerk & County
Palm Beach County

By: Judith B. Bock
Deputy Clerk

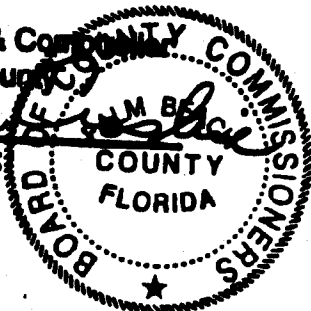


EXHIBIT A

SCOPE OF SERVICES

As a result of Hurricane Jeanne, the COUNTY or other LOCAL MUNICIPALITY will perform "Emergency" work described in the signed Detailed Damage Inspection Reports (DDIR's) listed in Exhibit "B" to restore Federal Aid Roads damaged during Hurricane Jeanne. The DEPARTMENT will seek the maximum amount of FHWA funding available for reimbursement to the COUNTY.

The COUNTY will act as the reimbursement agency to the LOCAL MUNICIPALITIES within the county performing work described in the DDIR's. The COUNTY will then be reimbursed by the DEPARTMENT for work performed by the COUNTY or LOCAL MUNICIPALITY. The COUNTY shall reimburse the LOCAL MUNICIPALITY within forty (40) calendar days after notification from the Department of the approved invoiced amount. The DEPARTMENT will verify work has been completed and the amounts invoiced are correct prior to issuance of payment.

In the event the COUNTY is unable to advance reimbursement to the LOCAL MUNICIPALITY for work already completed by the LOCAL MUNICIPALITY, the DEPARTMENT will pay to the COUNTY, upon receipt of the invoice and approval of supporting documentation, an amount equal to the invoice received by the COUNTY from the LOCAL MUNICIPALITY. All invoices received by the county shall clearly separate the cost to the LOCAL MUNICIPALITY from the COUNTY's cost billed to the DEPARTMENT. All LOCAL MUNICIPALITY costs invoiced must have been incurred by the LOCAL MUNICIPALITY prior to the date of the invoices. All invoices submitted to the DEPARTMENT must provide complete documentation, including a copy of the LOCAL MUNICIPALITY invoice, to substantiate the cost on the invoice. Subsequent to the first invoice from the COUNTY, each invoice must contain a statement from the County that previous month's cost incurred by the LOCAL MUNICIPALITIES have been paid by the COUNTY to the LOCAL MUNICIPALITY. The DEPARTMENT will hold future payments and/or reimbursement due to the COUNTY for failure to issue payment to the LOCAL MUNICIPALITIES for advanced reimbursement.

The COUNTY will not be responsible for verification of eligibility and costs to LOCAL MUNICIPALITIES. The LOCAL MUNICIPALITIES will submit the supporting documentation directly to the DEPARTMENT for review and approval. The DEPARTMENT will notify the COUNTY by email or certified mail, return receipt requested, of the approved amount to be invoiced for reimbursement to the LOCAL MUNICIPALITY by the COUNTY.

All work is subject to meeting eligibility criteria. It is the responsibility of the agency performing the work to provide the documentation necessary to justify the eligibility of items of work and the actual costs incurred for the emergency work described in the DDIR's. Each agency will submit with each invoice and supporting documentation package certification of work completed and costs incurred. Exhibit "C" of this agreement will be used as the certification document. This document must be filled out completely and notarized.

If any cost reimbursed by the DEPARTMENT to the COUNTY are determined ineligible or non-participating by FHWA, the DEPARTMENT will notify the COUNTY. The COUNTY, upon notification will have 40 (forty) days to provide reimbursement to the Department for these ineligible costs.

The COUNTY and LOCAL MUNICIPALITY shall submit for payment with supporting documentation described above no more than ninety (90) days after work is completed or from the execution date of this JPA.

**EXHIBIT B - METHOD OF COMPENSATION
JEANNE FHWA-ER DDIR AND FINANCIAL PROJECT NUMBERS**

The COUNTY will receive progress payments for services based on the work that has been completed and accepted by the DEPARTMENT during the billing period. The COUNTY will invoice the DEPARTMENT with a breakdown by DDIR and Financial Project Number (FM) for the amount to be reimbursed. The invoice will not be accepted if the supporting documentation is incomplete and/or invoiced costs are not eligible.

**Palm Beach County
12/10/2004**

DDIR Report #	Reimbursement FM #	Location	Description	DDIR Amounts	
				Emergency	Subtotals
J93-001	41758527801	Various	Signals - County Force Account - State	\$500,000.00	
J93-001	41758537801	Various	Signals - County Force Account - non State FA	\$1,948,000.00	\$2,448,000.00
J93-002	41758527802	Various	Signals - County Contracts - State	\$4,300,000.00	
J93-002	41758537802	Various	Signals - County Contracts - non State FA	\$5,815,000.00	\$9,915,000.00
J93-033	41758527806	Various	Debris - Palm Beach County - Contracts - State	\$20,000.00	
J93-033	41758537806	Various	Debris - Palm Beach County - Contracts - non State FA	\$168,966.84	\$188,966.84
J93-034	41758527805	Various	Debris - Palm Beach County - Force Account - State	\$10,000.00	
J93-034	41758537805	Various	Debris - Palm Beach County - Force Account - non State Fa	\$43,253.83	\$53,253.83
J93-035	41758527803	Various	Signs - Palm Beach County - Force Account - State	\$50,000.00	
J93-035	41758537803	Various	Signs - Palm Beach County - Force Account - non State FA	\$450,000.00	\$500,000.00
J93-036	41758527804	Various	Signs - Palm Beach County - Contracts - State	\$250.00	
J93-036	41758537804	Various	Signs - Palm Beach County - Contracts - non State FA	\$1,420.30	\$1,670.30
Total:				\$13,106,890.97	

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Exhibit C

CERTIFICATION AS TO ACCURACY OF PAYMENT

The undersigned _____, on behalf of and as a duly authorized representative of, _____ (hereinafter referred to as the "Agency") hereby certifies, to the best of Agency's knowledge, information and belief, to the Florida Department of Transportation (hereinafter referred to as the "Department") as follows:

1. That the Invoice/Reimbursement Request package for Joint Participation Agreement Number _____, Financial Project Number(s) _____, (hereinafter referred to as the "Invoice") is in compliance with the Agreement, FHWA ER Manual or other acceptable plan as developed by the Agency; and
2. That the Invoice is true and correct as determined by the Agency's reasonable and independent investigation, measurements and verification of work performed; and
3. That the Agency hereby recommends that the Department make payment based on the attached Invoice and supporting documentation; and
4. That the Agency hereby agrees to indemnify and hold the Florida Department of Transportation, its officers and employees harmless from all liabilities, damages, costs, and attorney fees incurred and paid as a result of the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the preparation and/or audit of the Invoice, supporting documentation, and execution of the work as outlined in the Scope of Services. The Department also reserves the right to recover from the Agency any increased costs, delays or other damages to the Department due to errors and/or omissions under applicable Florida Statutes (334.044(2); 334.048.20.23(3)(a) and 337.015).
5. Monetary Amount Submitted _____

State of Florida
County of _____
Sworn to and subscribed before me this _____ day of _____, by _____

(Print name of the person signing the Certification)

Notary Public _____

Commission Expires _____

Personally Known _____ OR Produced Identification _____

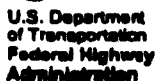
Type of Identification Produced _____

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation or denial of payment, and may subject the person and/or entity making false statement to any or all civil and criminal penalties available pursuant to applicable Federal and State Law.

Authorized Agency Official

By

Title



(Title 23, Federal-aid Highways)

Report Number

J93-001

Sheet

 of

FHWA Disaster Number

FL-04-04

Inspection Date

10-28-04

Federal-aid Route Number

Various

State

County

FL 93-Palm Beach

Location (Name of Road and Milepost)

Palm Beach County

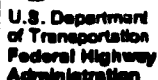
Description of Damage

Hurricane Jeanne traffic signalization repairs.
Maintaining agency force account work.

Cost Estimate

Cost Estimate						
Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost		
				Completed	Remaining	
Phase I (estimate)						
Palm Beach County					\$ 700,000. ^{**}	
City of Boca Raton					\$ 5,000. ^{**}	
Town of Palm Beach					\$ 9,000. ^{**}	
Phase II (estimate)						
Palm Beach County					\$ 1,700,000. ^{**}	
City of Boca Raton					\$ 2,000. ^{**}	
Town of Palm Beach					\$ 32,000. ^{**}	
Method				Subtotal PE/CE	\$ 2,448,000. ^{**}	
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract						
Emergency Repair Total					\$ 2,448,000. ^{**}	
Method				Subtotal PE/CE		
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract						
Right-of-Way Perm. Repair Totals						
Environmental Assessment Recommendation				Estimated Total		
<input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> E/A/EIS						\$ 2,448,000. ^{**}
Recommendation				FHWA Engineer	Date	
<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible				[Signature]	10-28-04	
Occurrence				State Engineer	Date	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				[Signature]	10-28-04	
Occurrence				Local Agency Representative	Date	
<input type="checkbox"/> Yes <input type="checkbox"/> No				[Signature]	10/20/04	

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(Title 23, Federal-aid Highways)

Report Number

J 93-002

Sheet

 of

Location (Name of Road and Milepost)

Palm Beach county

FHWA Disaster Number

FL-04-04

Inspection Date

10-28-04

Description of Damage

Hurricane Jeanne traffic signalization repairs.
Maintaining agency contract work.

Federal-aid Route Number

Various

State

County

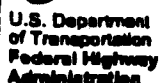
FL

93-Palm Beach

Cost Estimate

[illegible]

FD-1547 (Rev. 4-98)



(Title 23, Federal-aid Highways)

Report Number

J93-034

Sheet

1 of 1

Location (Name of Road and Milepost)

Palm Beach County (municipalities only)

FHWA Disaster Number

FL-04-04

Inspection Date

10-28-04

Description of Damage

Roadway debris removal done by force account

Federal-aid Route Number

Various

State

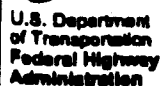
County

FL

93-Palm Beach

Cost Estimate

[illegible]



(Title 23, Federal-aid Highways)

Report Number

J93-035

Sheet

1 of 1

Location (Name of Road and Milepost)

Palm Beach County

FHWA Disaster Number

FL-04-04

Inspection Date

10-28-04

Description of Damage

Sign repair due to Hurricane Jeanne. Force
account work

Federal-aid Route Number

Various

State

County

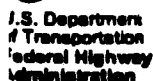
FL

93-Palm Beach

Cost Estimate

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Emergency Repair	Sign repair done by county (Force main)					\$500,000
Method				Subtotal PE/CE		\$500,000
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract						
Emergency Repair Total						\$500,000
Method				Subtotal PE/CE		
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract						
Right-of-Way Perm. Repair Totals						
Environmental Assessment Recommendation				Estimated Total		\$500,000
<input type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EAVEIS						
Recommendation				FHWA Engineer	Date	
<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible				<i>[Signature]</i>	10-28-04	
Occurrence				State Engineer	Date	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				<i>[Signature]</i>	10-28-04	
Occurrence				Local Agency Representative	Date	
<input type="checkbox"/> Yes <input type="checkbox"/> No				<i>[Signature]</i>	10/28/04	

in FHWA-1547 (Rev. 4-68)



(Title 23, Federal-aid Highways)

Report Number

J93-036

Sheet

of _____

Location (Name of Road and Milepost)

Palm Beach County. Lighthouse Drive (from
Laurie Rd to U.S. 1)

FHWA Disaster Number

FL-04-04

Inspection Date

10-28-04

Federal-aid Route Number

Lighthouse Dr.

State

County

FL 93-Palm Beach

Cost Estimate

[illegible]

n FHWA-1547 (Rev. 4-98)

Michael Lucero/D4/FDOT
02/23/2005 08:34 AM

To Matthew Price/D4/FDOT@FDOT, Lizz
Holmes/D4/FDOT@FDOT, Antonette P
Adams/D4/FDOT@FDOT, Ron J
Grabloski/D4/FDOT@FDOT, Alicia
Sumpter/D4/FDOT@FDOT

cc

bcc

Subject Fw: FUNDS APPROVAL/REVIEWED FOR CONTRACT
ANW74



The job FI989HLR; user I.D.
FI989HL <MVS@DOT>
02/22/2005 02:54 PM

To WP413ML@dot.state.fl.us

cc

Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT ANW74

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ANW74 Contract Type: AK Method of Procurement: G
Vendor Name: PALM BEACH COUNTY
Vendor ID: VF596000785142
Beginning date of this Agmt: 02/22/05
Ending date of this Agmt: 01/15/06

Description:
Emergency JPA - Jeanne

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: ORIGINAL Funds have been: APPROVED

55 044020489 *JH	*242000 *	500000.00	*41758527801	*703 *
2005	*55150200		*089948/05	
0001	*00 *		*0001/04	

Action: ORIGINAL Funds have been: APPROVED

55 044020489 *JH	*242000 *	4300000.00	*41758527802	*703 *
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Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *JH	*242000 *	1420.30	*41758537804	*703 *
2005	*55150200		*089948/05	
0001	*09 *		*0010/04	

Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *JH	*242000 *	43253.83	*41758537805	*703 *
2005	*55150200		*089948/05	
0001	*10 *		*0011/04	

Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *JH	*242000 *	168966.84	*41758537806	*703 *
2005	*55150200		*089948/05	
0001	*11 *		*0012/04	

TOTAL AMOUNT: *\$ 13,106,890.97 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 02/22/2005

R2005 2206
NOV 15 2005

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT
AMENDMENT NO. ONE**

THIS AMENDMENT made and entered into this 30 day of December, 2005, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, with offices at 3400 West Commercial Blvd., Fort Lauderdale, Florida, hereinafter referred to as the **DEPARTMENT**, and **PALM BEACH COUNTY**, State of Florida, located at 160 AUSTRALIAN AVE., WEST PALM BEACH, FLORIDA, 33406, hereinafter called the **COUNTY**.

WITNESSETH

WHEREAS, on April 19, 2005, the parties entered into a **JOINT PARTICIPATION AGREEMENT**, hereinafter referred to as **AGREEMENT**, wherein the **DEPARTMENT** allocated funds towards the repair of County Roads in accordance with the Executive Order 04-217, dated September 24, 2004 for Hurricane Jeanne and President Bush's subsequent Disaster Declaration, dated September 26, 2004, under the Robert T. Stafford Disaster Emergency Act, to provide for the reimbursement of FHWA eligible costs of Financial Project Number(s) listed in Exhibit "B" of the original **AGREEMENT**. All FHWA non-participating costs shall be borne by the County; and,

WHEREAS, the repairs of these FHWA functionally classified county road(s) damaged by Hurricane Jeanne are in the interest of both the **DEPARTMENT** and the **COUNTY** and it would be more practical, expeditious and economical for the **COUNTY** to perform such activities; and

WHEREAS, the **COUNTY** by Resolution No. 2005-0531 adopted on March 15, 2005 a copy of which was attached to the original **AGREEMENT**, authorizes the proper officials to enter into the subject **AGREEMENT**; and

WHEREAS, the parties further desire to amend the **AGREEMENT** for the purpose of redistribution and or providing additional funding to the Detail Damage Inspection Reports (DDIRs) addressed in the original **AGREEMENT**.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree to further amend the **AGREEMENT** as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Exhibit "B" of the Original Agreement shall be amended with Exhibit "B" of this Amendment No. 1, which is attached hereto and made part hereof.

All provisions, covenants, terms and conditions of the AGREEMENT between the parties theretofore entered into of April 19, 2005, as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

IN WITNESS WHEREOF, this AMENDMENT to be executed by the parties below for the purposes specified herein. The effective date of the AMENDMENT shall be the execution date of this agreement.

R2005 2206
NOV 15 2005

PALM BEACH COUNTY

BY: *Tony Maslotti*
Tony Maslotti, Chairman
CHAIRPERSON

ATTEST: *Sharon P. Bock*, Clerk & Comptroller
Palm Beach County

BY: *Deborah Groshie*
Deputy Clerk
CLERK OF THE COURT
FLORIDA
(SEAL)

Approved as to form and correctness:

BY: *Norman R. Potts*
County Attorney

Approved as to
and Conditions

BY: *William A. Conaell*

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: *Roselyn Quiroz*
ROSIELYN QUIROZ
Director of Transportation Support

APPROVED: (As to Form)

BY: *[Signature]*
District General Counsel

APPROVED:

BY: *Antonetta P. [Signature]*
Professional Services Administrator

Exhibit B
CONTRACT NO. ANW74
PALM BEACH COUNTY

LOCATION	FM NUMBER	Original Amount	Amend No. 1	AMOUNT
Signals - County Force Account - State	41758527801	\$500,000.00	\$ -	\$ 500,000.00
Signals - County Force Account - non State FA	41758537801	\$1,948,000.00	\$ (150,000.00)	\$ 1,798,000.00
Signals - County Contracts - State	41758527802	\$4,300,000.00	\$ (150,000.00)	\$ 4,150,000.00
Signals - County Contracts - non State FA	41758537802	\$5,615,000.00	\$ (245,000.00)	\$ 5,370,000.00
Debris - Palm Beach County - Contracts - State	41758527806	\$20,000.00	\$ 25,000.00	\$ 45,000.00
Debris - Palm Beach County - Contracts - non State FA	41758537806	\$168,966.84	\$ -	\$ 168,966.84
Debris - Palm Beach County - Force Account - State	41758527805	\$10,000.00	\$ 10,000.00	\$ 20,000.00
Debris - Palm Beach County - Force Account - non State FA	41758537805	\$43,253.83	\$ 510,000.00	\$ 553,253.83
Signs - Palm Beach County - Force Account - State	41758527803	\$50,000.00	\$ -	\$ 50,000.00
Signs - Palm Beach County - Force Account - non State FA	41758537803	\$450,000.00	\$ -	\$ 450,000.00
Signs - Palm Beach County - Contracts - State	41758527804	\$250.00	\$ -	\$ 250.00
Signs - Palm Beach County - Contracts - non State FA	41758537804	\$1,420.30	\$ -	\$ 1,420.30
	TOTAL	\$ 13,106,890.97	\$ -	\$ 13,106,890.97

R2006 0319

FEB 28 2006

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT
AMENDMENT NO. TWO**

THIS AMENDMENT made and entered into this 14th day of April, 2006, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, with offices at 3400 West Commercial Blvd., Fort Lauderdale, Florida, hereinafter referred to as the **DEPARTMENT**, and **PALM BEACH COUNTY**, State of Florida, located at 160 AUSTRALIAN AVE., WEST PALM BEACH, FLORIDA, 33406, hereinafter called the **COUNTY**.

WITNESSETH

WHEREAS, on April 19, 2005, the parties entered into a JOINT PARTICIPATION AGREEMENT, hereinafter referred to as **AGREEMENT**, wherein the DEPARTMENT allocated funds towards the repair of County Roads in accordance with the Executive Order 04-217, dated September 24, 2004 for Hurricane Jeanne and **President Bush's subsequent Disaster Declaration, dated September 26, 2004, under the Robert T. Stafford Disaster Emergency Act**, to provide for the reimbursement of FHWA eligible costs of Financial Project Number(s) listed in Exhibit "B" of the original **AGREEMENT**. All FHWA non-participating costs shall be borne by the County; and,

WHEREAS, the repairs of these FHWA functionally classified county road(s) damaged by Hurricane Jeanne are in the interest of both the DEPARTMENT and the COUNTY and it would be more practical, expeditious and economical for the COUNTY to perform such activities; and

WHEREAS, the COUNTY by Resolution No. 2005-0531 adopted on March 15, 2005 a copy of which was attached to the original **AGREEMENT**, authorizes the proper officials to enter into the subject **AGREEMENT**; and

WHEREAS, the parties further desire to amend the **AGREEMENT** for the purpose of redistribution and or providing additional funding to the Detail Damage Inspection Reports (DDIRs) addressed in the original **AGREEMENT**.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree to further amend the **AGREEMENT** as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Exhibit "B" of the Original Agreement shall be amended with Exhibit "B" of this Amendment No. 2, which is attached hereto and made part hereof.

All provisions, covenants, terms and conditions of the AGREEMENT between the parties theretofore entered into of April 19, 2005, as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

IN WITNESS WHEREOF, this AMENDMENT to be executed by the parties below for the purposes specified herein. The effective date of the AMENDMENT shall be the execution date of this agreement.

R2006 0319

FEB 28 2006

PALM BEACH COUNTY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: *Tony Masiotti*

Tony Masiotti, Chairman

BY: *Rosielyn Quiroz*

R ROSIELYN QUIROZ
Director of Transportation Support

ATTEST Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By: *Judith C. Bock*

Deputy Clerk

Clerk of the Court

(SEAL)★

APPROVED: (As to Form)

BY: *J. M. M.*

District General Counsel

Approved as to form and correctness:

APPROVED:

BY: *Malcolm R. Batts*

County Attorney

BY: *Anthony P. O'Dell*

Professional Services Administrator

Approved as to Terms
and Conditions

By: *Malcolm R. Batts*

Amend No. 2

Exhibit B
CONTRACT NO. ANW74
PALM BEACH COUNTY

LOCATION	FM NUMBER	Original Amount	Amend No. 1	Amend No. 2	AMOUNT
Signals - County Force Account - State	41758527801	\$500,000.00	\$ -		\$ 500,000.00
Signals - County Force Account - non State FA	41758537801	\$1,948,000.00	\$ (150,000.00)		\$ 1,798,000.00
Signals - County Contracts - State	41758527802	\$4,300,000.00	\$ (150,000.00)		\$ 4,150,000.00
Signals - County Contracts - non State FA	41758537802	\$5,615,000.00	\$ (245,000.00)	\$ (2,820,036.90)	\$ 2,549,963.10
Debris - Palm Beach County - Contracts - State	41758527806	\$20,000.00	\$ 25,000.00	\$ 130,000.00	\$ 175,000.00
Debris - Palm Beach County - Contracts - non State FA	41758537806	\$168,966.84	\$ -		\$ 168,966.84
Debris - Palm Beach County - Force Account - State	41758527805	\$10,000.00	\$ 10,000.00		\$ 20,000.00
Debris - Palm Beach County - Force Account - non State FA	41758537805	\$43,253.83	\$ 510,000.00	\$ 2,690,036.90	\$ 3,243,290.73
Signs - Palm Beach County - Force Account - State	41758527803	\$50,000.00	\$ -		\$ 50,000.00
Signs - Palm Beach County - Force Account - non State FA	41758537803	\$450,000.00	\$ -		\$ 450,000.00
Signs - Palm Beach County - Contracts - State	41758527804	\$250.00	\$ -		\$ 250.00
Signs - Palm Beach County - Contracts - non State FA	41758537804	\$1,420.30	\$ -		\$ 1,420.30
	TOTAL	\$ 13,106,890.97	\$ -	\$ -	\$ 13,106,890.97

PAGE 3 OF 3

R2006 0642

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT
AMENDMENT NO. THREE**

THIS AMENDMENT made and entered into this 17th day of MAY, 2006, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, with offices at 3400 West Commercial Blvd., Fort Lauderdale, Florida, hereinafter referred to as the **DEPARTMENT**, and **PALM BEACH COUNTY**, State of Florida, located at 160 AUSTRALIAN AVE., WEST PALM BEACH, FLORIDA, 33406, hereinafter called the **COUNTY**.

WITNESSETH

WHEREAS, on April 19, 2005, the parties entered into a **JOINT PARTICIPATION AGREEMENT**, hereinafter referred to as **AGREEMENT**, wherein the **DEPARTMENT** allocated funds towards the repair of County Roads in accordance with the Executive Order 04-217, dated September 24, 2004 for Hurricane Jeanne and **President Bush's subsequent Disaster Declaration, dated September 26, 2004, under the Robert T. Stafford Disaster Emergency Act, to provide for the reimbursement of FHWA eligible costs of Financial Project Number(s) listed in Exhibit "B" of the original AGREEMENT.** All FHWA non-participating costs shall be borne by the County; and,

WHEREAS, the repairs of these FHWA functionally classified county road(s) damaged by Hurricane Jeanne are in the interest of both the **DEPARTMENT** and the **COUNTY** and it would be more practical, expeditious and economical for the **COUNTY** to perform such activities; and

WHEREAS, the **COUNTY** by Resolution No. 2005-0531 adopted on March 15, 2005 a copy of which was attached to the original **AGREEMENT**, authorizes the proper officials to enter into the subject **AGREEMENT**; and

WHEREAS, the parties further desire to amend the **AGREEMENT** for the purpose of redistribution and or providing additional funding to the Detail Damage Inspection Reports (DDIRs) addressed in the original **AGREEMENT**.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree to further amend the **AGREEMENT** as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Exhibit "B" of Amendment No. 2 shall be amended with Exhibit "B" of this Amendment No. 3, which is attached hereto and made part hereof.

3. Exhibit "B" of this Amendment reallocates funding between Financial Management Numbers reducing FM No. 41758527802, and increasing FM No (s). 41758537806, 41758527805, and 41758537805 as indicated.
4. Exhibit "B" of this Amendment reduces contract Financial Management Numbers; 41758537801, 41758527802, and 41758537802 as indicated on Exhibit "B" of this Amendment.
5. It was the intent of the original agreement to pay for costs related response and recovery of Hurricane Jeanne; therefore eligible costs incurred prior to the execution of the agreement are reimbursable. Execution of this letter by both parties serves as an amendment to the agreement to remove the following sentence, *Project costs eligible for DEPARTMENT participation will be allowed only from the date of final execution of the Agreement.*"

All provisions, covenants, terms and conditions of the AGREEMENT between the parties theretofore entered into of April 19, 2005, as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

IN WITNESS WHEREOF, this AMENDMENT to be executed by the parties below for the purposes specified herein. The effective date of the AMENDMENT shall be the execution date of this agreement.

R2006 0642
APR 18 2006

PALM BEACH COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Tony Maslotti
Tony Maslotti CHAIRPERSON

BY: Rosielyn Quiroz
ROSIELYN QUIROZ
Director of Transportation Support

Sharon R. Bock, Clerk & Comptroller
ATTEST: Palm Beach County

By: Judith Bock
Deputy Clerk
Clerk of the Court
Palm Beach County, Florida
(SEAL)

APPROVED: (As to Form)

BY: [Signature]
District General Counsel

Approved as to form and correctness:

APPROVED:

BY: Manuel R. Patti
County Attorney

BY: Antonette P. Qd
Professional Services Administrator

Approved as to Terms
and Conditions

By: [Signature]

Amend No. 3

Exhibit B
CONTRACT NO. ANW74
PALM BEACH COUNTY

LOCATION	FM NUMBER	Original Amount	Amend No. 1	Amend No. 2	Amend No. 3	AMOUNT
Signals - County Force Account - State	41758527801	\$ 500,000.00	\$ -	\$ -		\$ 500,000.00
Signals - County Force Account - non State FA	41758537801	\$ 1,948,000.00	\$ (150,000.00)	\$ -	\$(1,000,000.00)	\$ 798,000.00
Signals - County Contracts - State	41758527802	\$ 4,300,000.00	\$ (150,000.00)	\$ -	\$(2,929,210.00)	\$ 1,220,790.00
Signals - County Contracts - non State FA	41758537802	\$ 5,615,000.00	\$ (245,000.00)	\$ (2,820,036.90)	\$(1,750,000.00)	\$ 799,963.10
Debris - Palm Beach County - Contracts - State	41758527806	\$ 20,000.00	\$ 25,000.00	\$ 130,000.00	\$ 77,210.00	\$ 252,210.00
Debris - Palm Beach County - Contracts - non State FA	41758537806	\$ 168,966.84	\$ -	\$ -		\$ 168,966.84
Debris - Palm Beach County - Force Account - State	41758527805	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 25,500.00	\$ 45,500.00
Debris - Palm Beach County - Force Account - non State FA	41758537805	\$ 43,253.83	\$ 510,000.00	\$ 2,690,036.90	\$ 326,500.00	\$ 3,569,790.73
Signs - Palm Beach County - Force Account - State	41758527803	\$ 50,000.00	\$ -	\$ -		\$ 50,000.00
Signs - Palm Beach County - Force Account - non State FA	41758537803	\$ 450,000.00	\$ -	\$ -		\$ 450,000.00
Signs - Palm Beach County - Contracts - State	41758527804	\$ 250.00	\$ -	\$ -		\$ 250.00
Signs - Palm Beach County - Contracts - non State FA	41758537804	\$ 1,420.30	\$ -	\$ -		\$ 1,420.30
TOTAL		\$ 13,106,890.97	\$ -	\$ -	(5,250,000.00)	* \$ 7,856,890.97

* Figures shown in the total column are funds remaining after initial payment of \$5,250,000 from FDOT.

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT
AMENDMENT NO. FOUR**

THIS AMENDMENT made and entered into this _____ day of _____, 2006, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, with offices at 3400 West Commercial Blvd., Fort Lauderdale, Florida, hereinafter referred to as the **DEPARTMENT**, and **PALM BEACH COUNTY**, State of Florida, located at 160 AUSTRALIAN AVE., WEST PALM BEACH, FLORIDA, 33406, hereinafter called the **COUNTY**.

WITNESSETH

WHEREAS, on April 19, 2005, the parties entered into a **JOINT PARTICIPATION AGREEMENT**, hereinafter referred to as **AGREEMENT**, wherein the **DEPARTMENT** allocated funds towards the repair of County Roads in accordance with the Executive Order 04-217, dated September 24, 2004 for Hurricane Jeanne and **President Bush's subsequent Disaster Declaration, dated September 26, 2004, under the Robert T. Stafford Disaster Emergency Act, to provide for the reimbursement of FHWA eligible costs of Financial Project Number(s) listed in Exhibit "B" of the original AGREEMENT.** All FHWA non-participating costs shall be borne by the County; and,

WHEREAS; this Agreement was amended on December 30, 2005, (hereinafter referred to as Amendment No. 1); and

WHEREAS; this Agreement was amended on April 14, 2006, (hereinafter referred to as Amendment No 2); and

WHEREAS; this Agreement was amended on May 17, 2006, (hereinafter referred to as Amendment No 3); and

WHEREAS, the repairs of these FHWA functionally classified county road(s) damaged by Hurricane Jeanne are in the interest of both the **DEPARTMENT** and the **COUNTY** and it would be more practical, expeditious and economical for the **COUNTY** to perform such activities; and

WHEREAS, the **COUNTY** by Resolution No. 2005-0531 adopted on March 15, 2005 a copy of which was attached to the **AGREEMENT**, authorizes the proper officials to enter into the subject **AGREEMENT**; and

WHEREAS, the parties further desire to amend the **AGREEMENT** for the purpose of redistribution and or providing additional funding to the Detail Damage Inspection Reports (DDIRs) addressed in the original **AGREEMENT**.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree to further amend the **AGREEMENT** as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Exhibit "B" of Amendment No. 3 shall be amended with Exhibit "B" of this Amendment No. 4, which is attached hereto and made part hereof.
3. Exhibit "B" of this Amendment decreases Financial Management Numbers: 41758537801 is decreased by \$421,000.00 and 41758527802 is decreased by \$213,454.00.
4. Exhibit "B" of this Amendment increases contract Financial Management Numbers: 41758527806 is increased by \$238,000.00, 41758537806 is increased by \$346,404.00, 41758527805 is increased by \$45,000.00, 41758527804 is increased by \$470.00, and 41758537804 is increased by \$4,580.00.

All provisions, covenants, terms and conditions of the AGREEMENT between the parties theretofore entered into of April 19, 2005, and previously amended on December 30, 2005, April 14, 2006 and May 17, 2006 as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first above written.

PALM BEACH COUNTY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: _____

CHAIRPERSON

BY: _____

ROSIELYN QUIROZ
Director of Transportation Support

ATTEST:

APPROVED: (As to Form)

Clerk of the Court (SEAL)

BY: _____
District General Counsel

Approved as to form and correctness:

APPROVED:

BY: _____

County Attorney
Approved as to Terms
and Conditions

BY: _____

Professional Services Administration

By: *Michael A. ...*

Exhibit B
CONTRACT NO. ANW74
PALM BEACH COUNTY

LOCATION	FM NUMBER	Original Amount	Amend No. 1	Amend No. 2	Amend No. 3	Amend No. 4	AMOUNT
Signals - County Force Account - State	41758527801	\$500,000.00	-	-	-	-	\$500,000.00
Signals - County Force Account - non State FA	41758537801	\$1,948,000.00	\$ (150,000.00)	-	\$(1,000,000.00)	\$(421,000.00)	\$377,000.00
Signals - County Contracts - State	41758527802	\$4,300,000.00	\$(150,000.00)	-	\$(2,929,210.00)	\$(213,454.00)	\$1,007,336.00
Signals - County Contracts - non State FA	41758537802	\$5,615,000.00	\$(245,000.00)	\$(2,820,036.90)	\$(1,750,000.00)	-	\$799,963.10
Debris - Palm Beach County - Contracts - State	41758527806	\$20,000.00	\$25,000.00	\$130,000.00	\$77,210.00	\$238,000.00	\$490,210.00
Debris - Palm Beach County - Contracts - non State FA	41758537806	\$168,966.84	-	-		\$346,404.00	\$515,370.84
Debris - Palm Beach County - Force Account - State	41758527805	\$10,000.00	\$10,000.00	-	\$25,500.00	\$45,000.00	\$90,500.00
Debris - Palm Beach County - Force Account - non State FA	41758537805	\$43,253.83	\$510,000.00	\$2,690,036.90	\$326,500.00	\$0.00	\$3,569,790.73
Signs - Palm Beach County - Force Account - State	41758527803	\$50,000.00	-	-	-	0.00	\$50,000.00
Signs - Palm Beach County - Force Account - non State FA	41758537803	\$450,000.00	-	-	-	-	\$450,000.00
Signs - Palm Beach County - Contracts - State	41758527804	\$250.00	-	-	-	\$470.00	\$720.00
Signs - Palm Beach County - Contracts - non State FA	41758537804	\$1,420.30	-	-	-	\$4580.00	\$6,000.30
	TOTAL	\$13,106,890.97	\$ -	\$ -	\$(5,250,000.00)	\$0.00	\$7,856,890.97