

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: April 15, 2008                                     Consent            Regular  
    Workshop            Public Hearing

Department:  
 Submitted By: Engineering and Public Works  
 Submitted For: Right-of-Way Acquisition Section

PBC # 2004602

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

- A) Adopt a Resolution to approve Amendment No. Two to a Joint Participation Agreement (JPA) with the State of Florida Department of Transportation (FDOT).
- B) Approve Amendment No. Two to a JPA with the FDOT, approved January 31, 2004 (R2004-0070), and as amended April 18, 2006 (R2006-0634), for the widening and reconstruction of West Atlantic Avenue from west of Lyons Road to east of Florida's Turnpike (Project).

**Summary:** This item will amend a JPA with FDOT to modify the funding for the Project. The FDOT has made available \$2,000,000, on a reimbursement basis, to Palm Beach County, for right-of-way acquisition, in connection with the Project. This amendment will change the reimbursement procedure.

**District:** 5 (PK)

**Background and Justification:** The Palm Beach County Board of County Commissioners (Board) approved a JPA with the FDOT on January 31, 2004, for the widening and reconstruction of West Atlantic Avenue from west of Lyons Road to east of Florida's Turnpike. In that JPA, the FDOT committed to provide Palm Beach County (County) with \$2,000,000 for the design of the Project.

Since a developer completed the design phase, on April 18, 2006, the FDOT and the County amended the JPA to change the funding designation in the JPA, from design to right-of-way acquisition.

Amendment No. Two will allow the County to submit requests for reimbursement for expenditures as they occur, rather than at the end of the Project, as is now the condition of the JPA.

Staff has reviewed Amendment No. Two and recommends Board approval.

**Attachments:**

1. Location Map
2. Resolution (7 originals)
3. Amendment No. Two to Joint Participation Agreement with Exhibit "B" (7 originals)
4. Copy of Amendment No. One to Joint Participation Agreement with Exhibit "A" (1)
5. Copy of Joint Participation Agreement with Exhibit "A" (1)

**Recommended By:** \_\_\_\_\_ *[Signature]*                                    Date 3/14/08  
   for Division Director  
**Approved By:** \_\_\_\_\_ *[Signature]*                                    Date 3/20/08  
   County Engineer

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years            | 2008 | 2009 | 2010 | 2011 | 2012 |
|-------------------------|------|------|------|------|------|
| Capital Expenditures    | -0-  | -0-  | -0-  | -0-  | -0-  |
| Operating Cost          | -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**

**# ADDITIONAL FTE POSITIONS (Cumulative)**

Is Item Included in Current Budget? Yes  No   
 Budget Account No.: Fund  Dept.  Unit  RevSrc/Object   
 Program

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

**This item has no fiscal impact.**

**C. Departmental Fiscal Review:** R. D. Ward 3/12/08

**III. REVIEW COMMENTS**

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

Jan. D. 3-28-08 OFMB  
Jim J. Jacoby 3/31/08 Contract Dev. and Control  
*Handwritten notes: 3/26/08, SN 3/27/08*

**B. Legal Sufficiency:**

**This amendment complies with our review requirements.**

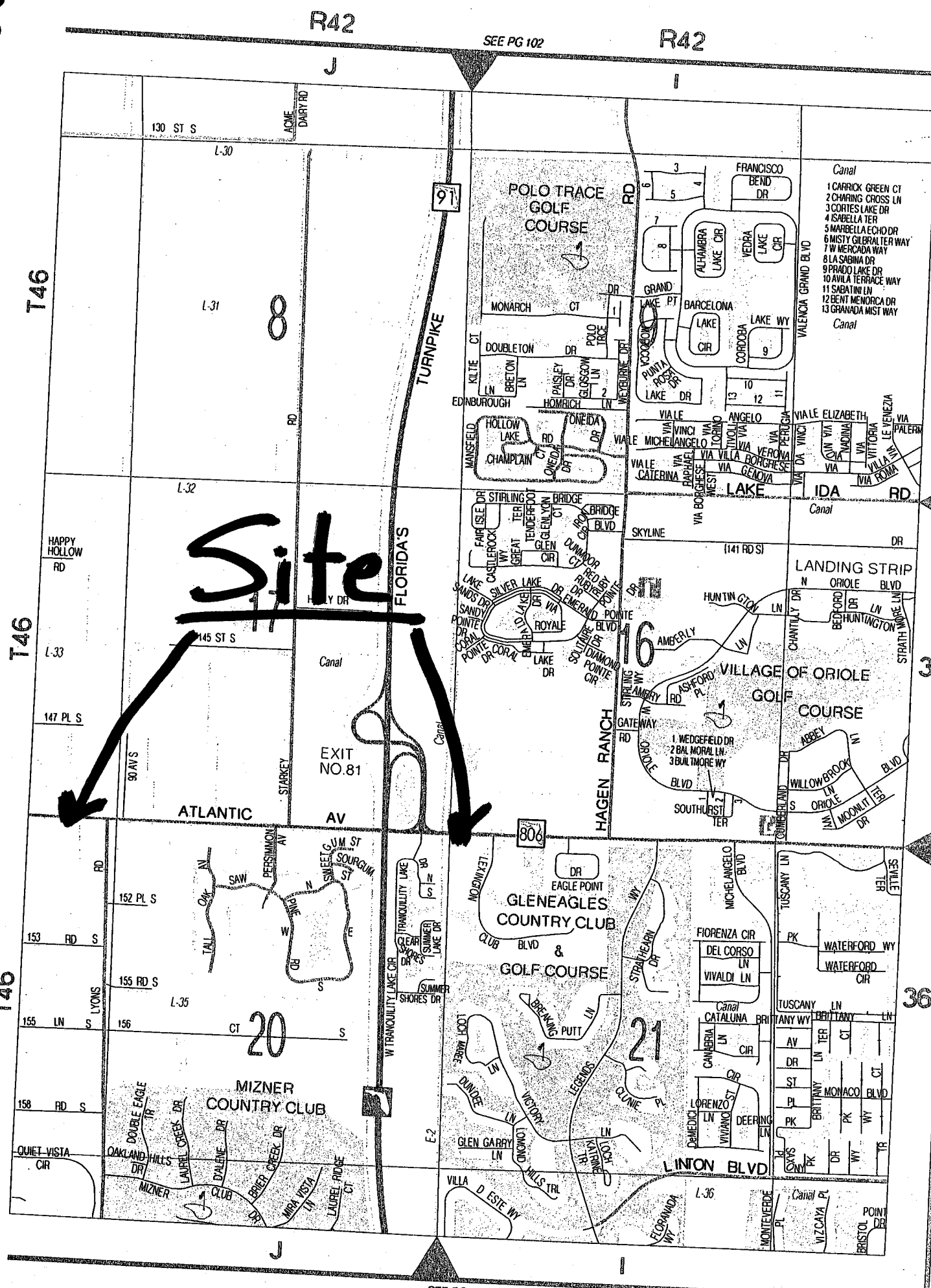
Paul F. f. 4/1/08  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.  
 -2-

Location Map



SEE PG 115

RESOLUTION NO. R-2008-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; APPROVING AMENDMENT NO. TWO TO THE JOINT PARTICIPATION AGREEMENT, AS AMENDED, WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE WIDENING AND RECONSTRUCTION OF ATLANTIC AVENUE, FROM WEST OF LYONS ROAD TO EAST OF FLORIDA'S TURNPIKE.

WHEREAS, the State of Florida Department of Transportation (FDOT) has entered into a Joint Participation Agreement (JPA) with Palm Beach County (County) for the widening and reconstruction of Atlantic Avenue, from west of Lyons Road to east of Florida's Turnpike; and

WHEREAS, the FDOT and the County have amended the JPA to change the funding designation from design to right-of-way acquisition; and

WHEREAS, the FDOT and the County wish to further amend the JPA to allow the County to request reimbursement of expenditures as they occur; and

WHEREAS, the Board of County Commissioners has determined execution of the amendment to the JPA to be in the best interest of the citizens and residents of Palm Beach County.

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chair is hereby authorized to approve Amendment No. Two to the JPA.

- 1. The recitations set forth herein above are true, accurate, and correct and are incorporated herein.
2. This Resolution will take effect upon its adoption.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

- Addie L. Greene, Chairperson -
John F. Koons, Vice Chair -
Karen T. Marcus -
Robert J. Kanjian -
Mary McCarty -
Burt Aaronson -
Jess R. Santamaria -

The Chair thereupon declared the Resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2008.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

SHARON BOCK, CLERK AND COMPTROLLER

By: \_\_\_\_\_ Assistant County Attorney

By: \_\_\_\_\_ Deputy Clerk

Contract No.: ANH-96  
FM No: 229658-3-48-01  
Vendor No: VF 596-000-785

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
PALM BEACH COUNTY  
JOINT PARTICIPATION AGREEMENT  
AMENDMENT NUMBER TWO

THIS AMENDMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and PALM BEACH COUNTY, located at 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, on January 31, 2004, the parties entered into a Joint Participation Agreement, hereinafter referred to as the AGREEMENT, wherein the COUNTY agreed to provide certain improvements in connection with the **Widening & Reconstruction of Atlantic Avenue from West of Lyons road to East of Florida's Turnpike in Palm Beach County** and hereinafter referred to as **FM No. 229658-3-38-01**; and,

WHEREAS, the parties amended the AGREEMENT on June 14, 2006 (AMENDMENT NUMBER ONE); and

WHEREAS, the parties hereto mutually agree that this Amendment is in their best interest;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to further amend the Agreement dated January 31, 2004, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The Financial Management (FM) number of the Agreement and Amendment Number One is hereby amended. The original FM number of 229658-3-38-01 is amended to FM No. 229658-3-48-01.
3. Paragraph 2 of Amendment Number One is amended to read as follows: The DEPARTMENT agrees to pay the COUNTY for the services described in Exhibit A, Scope of Services, of Amendment Number One. The total DEPARTMENT participation towards this PROJECT is determined to be **TWO MILLION DOLLARS (\$2,000,000.00)**. In accordance with the Scope of Services, the COUNTY will be paid a total amount not to exceed **TWO MILLION DOLLARS (\$2,000,000.00)**, which will be invoiced and paid after the acquisition of parcels by the COUNTY, for reimbursement of expenditures of funds for services described in Exhibit A. The COUNTY will not invoice the DEPARTMENT prior to the parcels being conveyed by marketable title to the COUNTY.

Fee parcels shall be conveyed by the COUNTY to the DEPARTMENT by County Deed. The COUNTY shall provide a title insurance policy for the PROPERTY as stated in paragraph 7 of Amendment Number One.

4. The DEPARTMENT'S participation is contingent upon legislative approval of funds being brought into the next fiscal year for reimbursement of actual costs incurred. In the event the funds are not legislatively approved to allow the DEPARTMENT to retain the funding for commitments into the next fiscal year, the COUNTY will be responsible for any funding shortfall.
5. The Agreement is further amended to include the Federal and State Audit provisions set forth in Exhibit 'B', annexed hereto and made part hereof.

All provisions, covenants, terms and conditions of the AGREEMENT between the parties theretofore entered into of January 31, 2004 and amended on June 14, 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, this AMENDMENT to be executed by the parties below for the purposes specified herein. Authorization has been give to enter into and execute this Amendment by Resolution No. \_\_\_\_\_, hereto attached.

**PALM BEACH COUNTY, FLORIDA  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
NAME: Addie L. Greene  
TITLE: Chairperson

BY: \_\_\_\_\_  
ROSIELYN QUIROZ  
DIRECTOR OF TRANSPORTATION SUPPORT

**ATTEST:  
SHARON R. BROCK, CLERK & COMPTROLLER**

**APPROVED: (AS TO FORM)**

\_\_\_\_\_  
CLERK OR DEPUTY CLERK (SEAL)

BY: \_\_\_\_\_  
DISTRICT GENERAL COUNSEL

**APPROVED AS TO FORM AND:  
LEGAL SUFFICIENCY:**

**APPROVED:**

BY: \_\_\_\_\_  
COUNTY ATTORNEY

BY: \_\_\_\_\_  
PROFESSIONAL SERVICES ADMINISTRATOR

**APPROVED AS TO TERMS AND CONDITIONS:**

BY: Onelio A. Fernandez  
KAV

Exhibit "B"

FEDERAL AND/OR STATED FUNDED CONTRACTS

The administration of resources awarded by the Department to PALM BEACH COUNTY may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the PALM BEACH COUNTY regarding such audit. PALM BEACH COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. This agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**PART II: STATE FUNDED**

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the

Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. This agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### **PART III: OTHER AUDIT REQUIREMENTS**

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - A. The Department at each of the following addresses:

Florida Department of Transportation,  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Antonette P. Adams, Professional Services Administrator  
Van Neilly, Project Manager
  - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132



- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

**Florida Department of Transportation,  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Antonette P. Adams, Professional Services Administrator  
Van Neilly, Project Manager**

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

**Florida Department of Transportation,  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Antonette P. Adams, Professional Services Administrator  
Van Neilly, Project Manager**

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

**Florida Department of Transportation,  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Antonette P. Adams, Professional Services Administrator  
Van Neilly, Project Manager**

B. The Auditor General's Office at the following address:

**Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450**

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

**Florida Department of Transportation,  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
Antonette P. Adams, Professional Services Administrator  
Van Neilly, Project Manager**

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650

(nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

**STATE RESOURCES**

| <u>State Agency</u>                   | <u>Catalog of State Financial Assistance (Number &amp; Title)</u> | <u>Amount</u>  |
|---------------------------------------|---|----------------|
| DOT<br>(Department of Transportation) | 55.023 State Highway Project Reimbursement                        | \$2,000,000.00 |

**Compliance Requirements**

1. *Exhibit "A" Scope of Services*
2. a) *Most projects are administered by or through State Transportation Departments or Federal agencies*  
b) *The Participant must follow specific laws, guidelines or regulations regarding allowable program expenditures.*
- 3.

R2006 0634  
APR 18 2006

46  
FM No.: 229658-3-43/45-01  
FEID No: VF-596-000-785

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

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THIS AMENDMENT, made and entered into this 14<sup>th</sup> day of JUNE, 2006, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **PALM BEACH COUNTY** with offices at 160 Australian Avenue, West Palm Beach, Florida 33406 hereinafter called the **PARTICIPANT**.

**WHEREAS**, on **January 31, 2004**, the **DEPARTMENT** and **PARTICIPANT** entered into a Joint Participation Agreement, hereinafter referred to as **AGREEMENT**, wherein the **PARTICIPANT** agreed to participate in certain improvements described as follows: Financial Number (FM) 229658-3-38-01 for Widening & Reconstruction of Atlantic Avenue from West of Lyons Road to East of Florida's Turnpike (hereinafter referred to as the **PROJECT**) in Palm Beach County, Florida; and

**WHEREAS**, the **DEPARTMENT** and **PARTICIPANT** agree to change the funding designation from the Design phase FM# 229658-3-38-01 to the Right of Way phase FM# 229658-3-48-01; and

**WHEREAS**, the **PROJECT** consists of parcels to be acquired within the Project limits as identified above (hereinafter called the **PROPERTY**); and

**WHEREAS**, the **PARTICIPANT** shall be responsible for acquiring said **PROPERTY** for the purpose of constructing the **PROJECT**; and

**WHEREAS**, the **PARTICIPANT** does not have an employee designated as a qualified review appraiser capable of establishing just compensation as described in The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (hereinafter called the **Uniform Act**) and the Florida Department of Transportation Right of Way Procedures; and

**WHEREAS**, the **PARTICIPANT** does not have an employee designated to review Relocation Assistance appeals as described in the **Uniform Act** and the Florida Department of Transportation Right of Way Procedures; and

**WHEREAS**, upon completion of the **PROJECT** the **PARTICIPANT** shall convey title to the **PROPERTY** to the **DEPARTMENT**; and

**WHEREAS**, the DEPARTMENT and PARTICIPANT hereto mutually agree that this Amendment is in their best interest;

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the PROJECT, the DEPARTMENT and PARTICIPANT agree to amend that certain Joint Participation Agreement dated January 31, 2004, as follows:

1. The recitals herein before set forth are true and correct and are deemed to be restated herein.
2. Page 1, Paragraph 5 of the AGREEMENT shall be amended as follows:

The DEPARTMENT agrees to pay the PARTICIPANT for the services described in Exhibit "A" of this Amendment, annexed hereto and made a part hereof. The total DEPARTMENT participation towards this Project is determined to be TWO MILLION DOLLARS (\$2,000,000.00). In accordance with the Scope of Services, described in Exhibit "A" attached hereto, the PARTICIPANT will be paid a total amount not to exceed TWO MILLION DOLLARS (\$2,000,000.00) which will be invoiced and paid as a reimbursement to the PARTICIPANT in accordance with Section 339.12(4)(c), Florida Statutes. The PARTICIPANT will not invoice the DEPARTMENT prior to the PROPERTY being conveyed by marketable title to the PARTICIPANT. After receipt of an invoice documenting the expenditure of funds for services described in the Scope of Services payment will be made to the PARTICIPANT as follows:

Lump sum payment of invoiced amount up to TWO MILLION DOLLARS (\$2,000,000.00).

3. It is understood and agreed PARTICIPANT will be obligated to continue to perform the services described in Exhibit "A" of the AGREEMENT as well as perform those set forth in this Amendment, and the payment of funds previously designated for Design are transferred to Right of Way.
4. The DEPARTMENT shall have the responsibility for establishing just compensation as described in the Uniform Act and the FDOT Right of Way Procedures Manual.
5. The DEPARTMENT shall have the responsibility for reviewing Relocation Assistance appeals as described in the Uniform Act and the FDOT Right of Way Procedures Manual.
6. PARTICIPANT shall receive title to the PROPERTY free of encumbrances and encroachments, except those deemed acceptable to the DEPARTMENT,

in the DEPARTMENT's sole discretion, and the PARTICIPANT shall obtain title insurance policies for the PROPERTY.

7. The PARTICIPANT is responsible for delivering title to the DEPARTMENT free of encumbrances and encroachments, except those deemed acceptable to the DEPARTMENT, and for providing a title insurance policy (or policies) for the PROPERTY to the DEPARTMENT. All permanent easement rights obtained by the PARTICIPANT shall specifically provide for and authorize assignment of said easement to the DEPARTMENT.
8. PARTICIPANT shall be responsible for resolving any encumbrances and/or encroachments or actions arising from the date of acquisition of the PROPERTY until conveyance of said PROPERTY to the DEPARTMENT, and PARTICIPANT shall not take any actions that will adversely affect the condition of the PROPERTY, including but not being limited to, encumbrances, encroachments or environmental contamination. The terms of this paragraph shall survive the conveyance of the PROPERTY to the DEPARTMENT.
9. The DEPARTMENT reserves the right to withhold payment in the event:
  - a. title to the PROPERTY has not been conveyed to the PARTICIPANT by marketable title free and clear of encumbrances and encroachments, except those deemed acceptable to the DEPARTMENT; and
  - b. work performed by the PARTICIPANT is not performed satisfactorily in accordance with the Scope of Services described in Exhibit "A" and is deemed inadequate by the DEPARTMENT.

Any payment withheld will be released and paid to the PARTICIPANT promptly when work is satisfactorily completed in accordance with the Scope of Services described in Exhibit "A" and title to the PROPERTY has been conveyed by marketable title free and clear of encumbrances and encroachments, except those deemed acceptable to the DEPARTMENT in its sole discretion. Any remediation must occur prior to the expiration of the AGREEMENT, as amended, or completion of the PROJECT, whichever occurs first.

10. Except as otherwise set forth herein the AGREEMENT, as amended, shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until December 31, 2012 or upon the completion of the PROJECT as evidenced by the written acceptance by the DEPARTMENT, whichever occurs first.

11. The PARTICIPANT acknowledges and agrees that the DEPARTMENT's obligation to pay the sum set forth herein is contingent upon an annual appropriation by the Florida legislature.

All provisions, covenants, terms and conditions of the AGREEMENT between the DEPARTMENT and PARTICIPANT theretofore entered into under the date of January 31, 2004, 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.

R2006 0634

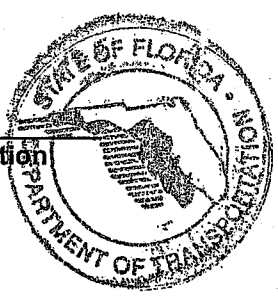
APR 18 2006

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: Tony Masiloti  
Tony Masiloti, Chairman  
Sharon R. Bock, Clerk & Comptroller  
Palm Beach County

By: [Signature]  
Director of Administration  
District Four



By: Judith Crosbie  
Deputy Clerk  
Palm Beach County  
ATTEST: \_\_\_\_\_  
County Clerk  
FLORIDA

APPROVED:

By: Antonette P. [Signature]  
Professional Services Administrator

APPROVED: (As to Form)

BY: Paul F. [Signature]  
Palm Beach County Attorney

APPROVED (As to Form)

[Signature]  
District General Counsel - District Four

Approved as to Terms  
and Conditions

By: [Signature]

## JPA SCOPE OF SERVICES

## Right of Way Activities

All right of way acquired by or on behalf of Florida Department of Transportation (DEPARTMENT) must be in compliance with Public Law 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and in compliance with 49 CFR part 24 and all State laws and rules applicable to Palm Beach County (PARTICIPANT) governing right of way acquisition by the DEPARTMENT. By complying with these policies and procedures the PARTICIPANT also agrees to include, but is not limited to, the following in all their right of way acquisition:

1. The PARTICIPANT shall be responsible for utilizing the services of a right-of-way consultant who has been pre-qualified by the DEPARTMENT to perform services for work groups 21.0, 24.0, and 25.0 as identified under Rule 14-75, Florida Administrative Code. The PARTICIPANT is to be in responsible control of the project. The following responsibilities may not be delegated to the consultant:
  - a) approval of administrative and legal settlements and settlements of attorney and expert fees and costs; and
  - b) granting final acceptance of purchase agreements, as applicable; and
  - c) executing deeds, easements, leases and contracts.
2. Report Real Estate transactions to the Internal Revenue Service pursuant to 26 CFR part 1.5045;
3. Comply with the basic acquisition policies as outlined in 49 CFR part 24.102, which include but are not limited to:
  - a) **Expeditious acquisition.** The PARTICIPANT shall make every reasonable effort to acquire the real property expeditiously by negotiation;
  - b) **Notice to owner.** As soon as feasible, the owner shall be notified of the PARTICIPANT's interest in acquiring the real property and the basic protections, including the PARTICIPANT's obligation to secure an appraisal which, by law, is to be provided to the owner upon their request;
  - c) **Appraisal waiver thereof, and invitation to owner.** (1) Before the initiation of negotiations, the real property to be acquired shall be appraised and the owner, or the owner's designated representative, shall be given an opportunity to accompany the appraiser during the appraiser's inspection of the property; (2) An appraisal is not

required if the owner is donating the property and releases the PARTICIPANT from this obligation;

- d) **Establishment and offer of just compensation.** Before the initiation of negotiations the DEPARTMENT shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the fair market value of the property, taking into account the value of allowable damages or benefits to any remaining property. Promptly thereafter, the PARTICIPANT shall make an offer to the property owner to acquire the property for the full amount believed to be just compensation;
- e) **Summary statement.** Along with the initial written purchase offer, the owner shall be given a written statement of the basis for the offer of just compensation;
- f) **Basic negotiation procedures.** The PARTICIPANT shall make reasonable efforts to contact the owner or the owner's representative and discuss its offer to purchase the property, including the basis for the offer of just compensation, and explain its acquisition policies and procedures, including its payment of incidental expenses;
- g) **Updating offer of just compensation.** If the information presented by the owner, or a material change in the character or condition of the property, indicates the need for new appraisal information, or if a significant delay has occurred since the time of the appraisal(s) of the property, the PARTICIPANT shall have the appraisal(s) updated or obtain a new appraisal(s). If the latest appraisal information indicates that a change in the purchase offer is warranted, the DEPARTMENT shall promptly reestablish just compensation and the PARTICIPANT shall offer that amount to the owner in writing;
- h) **Coercive action.** The PARTICIPANT shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court, or take any other coercive action in order to induce an agreement on the price to be paid for the property;
- i) **Administrative settlement.** The purchase price for the property may exceed the amount offered as just compensation when reasonable efforts to negotiate an agreement at that amount have failed and an authorized PARTICIPANT official approves such administrative settlement as being reasonable, prudent, and in the public interest. When federal funds pay for or participate in acquisition costs, a written justification shall be prepared which indicates that available information (e.g., appraisals, recent court awards, estimated trial costs, and/or valuation problems) supports such a settlement;
- j) **Payment before taking possession.** Before requiring the owner to surrender possession of the real property, the PARTICIPANT shall pay the agreed purchase price to the owner, or in the case of a condemnation, deposit with the court, for the benefit of the owner, an



amount not less than the approved appraisal of the fair market value of such property, or the court award of compensation in the condemnation proceeding for the property. In exceptional circumstances, with the prior approval of the owner, the PARTICIPANT may obtain a right of entry for construction purposes before making payment available to an owner;

- k) **Uneconomic remnant.** If the acquisition of only a portion of a property would leave the owner with an uneconomic remnant, the PARTICIPANT shall offer to acquire the uneconomic remnant along with the portion of the property needed for the project;
- l) **Inverse condemnation.** If the PARTICIPANT intends to acquire any interest in real property by exercise of the power of eminent domain, it shall institute formal condemnation proceedings and not intentionally make it necessary for the owner to institute legal proceedings to prove the fact of the taking of the real property;
- m) **Fair rental.** If the PARTICIPANT permits a former owner or tenant to occupy the real property after acquisition for a short term or period subject to termination by the PARTICIPANT on short notice, the rent shall be the fair market rent for such occupancy per Florida Statute.

Note: The PARTICIPANT shall negotiate in good faith with the property owner and shall attempt to arrive at an agreed upon amount for the parcel to be acquired. Good faith negotiation shall include but is not limited to all of the items summarized above as set forth at 49 CFR part 24.102.

- 4. Notify the property owners and business owners in writing of their rights under chapters 73 and 337 of the Florida Statutes;
- 5. All requirements of the DEPARTMENT's Right of Way Procedures must be met including the preparation of a written statement of the closing transaction that itemizes all closing costs and consideration to be paid;
- 6. The property conveyed to the DEPARTMENT must be free of the presence of any soil or ground water contaminants or pollutants, unless deemed acceptable by the Department;
- 7. Conduct all Eminent Domain action in accordance with chapter 73 and 74 of Florida Statute (and any revision/addition thereto);
- 8. Conduct all Property Management, Asbestos Management in accordance with section 337 and 255 F.S.;
- 9. The project will comply with section 253.77 F.S.;
- 10. Right of Way Mapping activities shall be in accordance with the DEPARTMENT's Right of Way Mapping Procedure (Topic No. 550-030-015) and Right of Way Mapping Handbook and must comply with the Minimum Technical Standards, pursuant to Section 472.027, Florida Statutes;

11. Appraisal report and review shall be in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and Sections 6.1 (Supplemental Standards of Appraisal) and 6.2 (Appraisal and Appraisal Review) of the DEPARTMENT's Right of Way Procedures;
12. Appraisal and the review appraiser's statement shall be submitted to the DEPARTMENT for approval and establishment of just compensation prior to delivery of the offer to the property owner;
13. All permanent easements for roadway or drainage must include the DEPARTMENT's standard purpose language, and must contain language allowing the easement to be freely assigned to the DEPARTMENT;
14. At the time the PARTICIPANT makes arrangements for title searches to be performed on the parcels to be acquired, a title commitment is to be obtained and a copy forwarded to the DEPARTMENT's Legal Office for review. Title insurance policies reflecting no exceptions, unless deemed acceptable by the DEPARTMENT, are to be obtained for all properties acquired;
15. Funds referenced in Amendment One cannot be used to secure consultant or contractor services, including but not limited to: appraisal, appraisal review, right of way consultant, asbestos survey, abatement, demolition or roadway construction;
16. Funds referenced in Amendment One may be used for the following: payment for land, improvements, cost to cure/damages, reimbursement of property owner attorney and expert fees & costs, and relocation benefits.
17. The PARTICIPANT shall obtain title insurance for the property acquired. When PARTICIPANT acquires title to the property a title insurance policy shall be issued insuring PARTICIPANT and shall contain an endorsement that upon transfer of the property by PARTICIPANT to the DEPARTMENT the title insurance policy will be endorsed to the DEPARTMENT as the insured party.

#### **Quality Control / Quality Assurance for Right Of Way Activities**

1. The PARTICIPANT shall have quality control processes in place to ensure compliance with all State and Federal regulations. The PARTICIPANT shall furnish a quality assurance plan to the DEPARTMENT prior to beginning right of way activities. The quality assurance plan should detail the procedure evaluation criteria, and instruction to organizational members to ensure conformance with this agreement;
2. A progress report addressing the status of all right of way activities shall be submitted to the DEPARTMENT on a monthly basis. It shall include the list of parcels to be acquired along with the target and actual date for critical activities;
3. The PARTICIPANT will maintain permanent records in parcel files kept in an identified and accessible location in accordance with 49 CFR 24.9, and

which the PARTICIPANT will make available to the public for review and copying, subject to Section 119.07.3 of the Florida Statutes, for a period of three (3) years following the final voucher date of the Project;

4. All permanent records shall be sufficient to demonstrate compliance with applicable laws and requirements and shall be available for inspection at reasonable times by authorized representatives of the DEPARTMENT and other authorized State and Federal officials. Further, copies of appraisal reports and their accompanying review statements shall be provided to the DEPARTMENT upon request;
5. DEPARTMENT personnel will review the PARTICIPANT's official records files and perform periodic quality assurance reviews on an as needed basis during the life of the Project.

rev. 2/20/06

R2004 0070

JAN 13 2004

FM :  
FEID No:

229658-3-38-01  
VF- 596-000-785

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT, entered into this 01<sup>ST</sup> day of JANUARY 2004; by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT**, and **Palm Beach County** located at 160 Australian Avenue, West Palm Beach, Florida 33406, hereinafter called the **PARTICIPANT**.

WITNESSETH

WHEREAS, the **DEPARTMENT** and the **PARTICIPANT** are desirous of having the **PARTICIPANT** make certain improvements in connection with Financial Number (FM) 229658-3-38-01 for **Widening & Reconstruction of Atlantic Avenue from West of Lyons Road to East of Florida's Turnpike** (hereinafter called the **PROJECT**), in **Palm Beach County, Florida**. Refer to Exhibit "A" of this Agreement for a detailed Scope of Services; and,

WHEREAS, the improvements are in the interest of both the **PARTICIPANT** and the **DEPARTMENT** and it would be more practical, expeditious, and economical for the **PARTICIPANT** to perform such activities; and,

WHEREAS, the **PARTICIPANT** by Resolution No. R-2004-0070 adopted on JAN 13 2004, 2004, 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 **PARTICIPANT** shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The **DEPARTMENT** agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the **PARTICIPANT** at no extra cost.
4. The **PARTICIPANT** shall have the sole responsibility for resolving claims and requests for additional work for the Project. The **PARTICIPANT** will make best efforts to obtain the **DEPARTMENT** input in its decisions.
5. The **DEPARTMENT** agrees to pay the **PARTICIPANT** for the services described in Exhibit A of this agreement. The total **DEPARTMENT** participation towards this project is estimated to be **TWO MILLION DOLLARS (\$2,000,000.00)**. In accordance with the Scope of Services, described in Exhibit "A", the **PARTICIPANT** will be paid a total amount not to exceed **TWO MILLION DOLLARS (\$2,000,000.00)**, which will be invoiced and paid based on the percentage of completion.

- a. Prior to commencement of the preliminary engineering phase of the project, the **PARTICIPANT** shall provide the **DEPARTMENT** with a cost estimate for the work to be performed on the **PROJECT** for approval by the **DEPARTMENT**. The **PARTICIPANT** shall not proceed with any project related activities prior to receiving written authorization from the **DEPARTMENT**.
- b. The **PARTICIPANT** will receive progress payments for services based on the percentage of services that have been completed and accepted by the **DEPARTMENT** during the billing period.
6. In the event it becomes necessary for the **DEPARTMENT** to institute suit for the enforcement of the provisions of this Agreement, the **PARTICIPANT** shall pay the **DEPARTMENT'S** reasonable attorney fees and court costs if the **DEPARTMENT** prevails.
7. Should the **DEPARTMENT** and the **PARTICIPANT** decide to proceed with subsequent phases of the Project, the **AGREEMENT** may be amended to identify the respective responsibilities and the financial arrangements between the parties.
8. This **AGREEMENT** and any interest herein shall not be assigned, transferred or otherwise encumbered by the **PARTICIPANT** under any circumstances without the prior written consent of the **DEPARTMENT**. However, this **AGREEMENT** shall run to the **DEPARTMENT** and its successors.
- ✓ 9. Except as otherwise set forth herein, this **AGREEMENT** shall continue in effect and be binding to both the **PARTICIPANT** and the **DEPARTMENT** until the Project is completed as evidenced by written acceptance by the **DEPARTMENT**.
10. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statutes.
11. If this **AGREEMENT** involves units of deliverables, then such units must be received and accepted in writing by the Project Manager prior to payments. The **DEPARTMENT** will render a decision on the acceptability of services within 10 working days of receipt of a progress report. The **DEPARTMENT** reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the **DEPARTMENT**. Any payment withheld will be released and paid to the **PARTICIPANT** promptly when work is subsequently performed.
12. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
13. Bills for travel expenses specifically authorized in this **AGREEMENT** shall be submitted on the Department's Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

14. **PARTICIPANTS** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has (10) ten working days to inspect and approve the goods and services. 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.
15. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the **PARTICIPANT**. Interest penalties of less than one (1) dollar will not be enforced unless the **PARTICIPANT** requests payment. Invoices that have to be returned to a **PARTICIPANT** because of **PARTICIPANT** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services's Hotline, 1-800-848-3792.
17. 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 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 includes the **PARTICIPANT'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.
18. In the event that the Agency expends a total of **THREE HUNDRED THOUSAND DOLLARS** (\$300,000) or more in State awards in its fiscal year, the Agency must have a State single or project-specific audit for such fiscal year in accordance with **Section 215.97, Florida Statutes** and the applicable rules of the Executive Office of Governor, the State Comptroller, and the Auditor General. In determining the State awards expended in its fiscal year, the Agency shall consider all sources of State awards except State awards received for Federal program matching requirements which shall be excluded from consideration. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State agency. If the Agency expends less than **THREE HUNDRED THOUSAND DOLLARS** (\$300,000), this audit is not required and if the Agency elects to have an audit conducted in accordance with the provisions of **Section 215.97, F.S.**, the cost of the audit must be paid from non-State funds.

The Agency agrees to allow the **DEPARTMENT**, the State Comptroller, and the Auditor General access to records and independent auditor's working papers, as necessary for complying with the requirements of Section 215.97, F.S.

The Agency shall provide annual financial reporting package of audits prepared in accordance with Section 215.97, F.S., and applicable Rules of the Auditor General to the **DEPARTMENT** and to:

State of Florida Auditor General  
Room 574, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32302-1450

19. In the event this contract is for services in excess of **TWENTY FIVE THOUSAND DOLLARS** (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "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 such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of **TWENTY FIVE THOUSAND DOLLARS** (\$25,000.00) and which have a term for a period of more than one year."
20. The **DEPARTMENT'S** obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
21. The **PARTICIPANT** warrants that it has not employed or obtained any company or person, other than bona fide employees of the **PARTICIPANT**, 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 **PARTICIPANT**. For breach or violation of this provision, the **DEPARTMENT** shall have the right to terminate the **AGREEMENT** without liability.
22. To the extent allowed by the Laws of Florida, the **PARTICIPANT** 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 **PARTICIPANT**, its agents, contractors, subcontractors, consultants, and/or employees, arising out of this contract or the work which is the subject hereof. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
23. This **AGREEMENT** is governed by and construed in accordance with the laws of the State of Florida.
24. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and

the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

25. 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. All notices delivered shall be sent to the following addresses:

**If to the DEPARTMENT:**

Florida Department of Transportation - District Four  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Attn: **Leos A. Kennedy, Jr.**  
With a copy to: **Patrick Glass**  
A second copy to: District General Counsel

**If to the PARTICIPANT:**

Palm Beach County  
Department of Engineering and Public Works  
160 Australian Avenue  
West Palm Beach, Florida 33416-1229  
Attn: **Tanya McConnell**  
With a copy to: County Attorney

\*\*\*

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IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. [If Local Government Authorization has been given to enter into and execute this Agreement by Resolution No. R-2004-0070, hereto attached.]

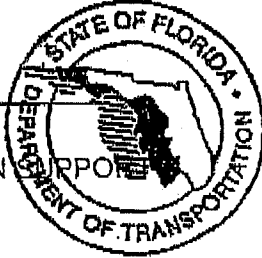
R2004 0070

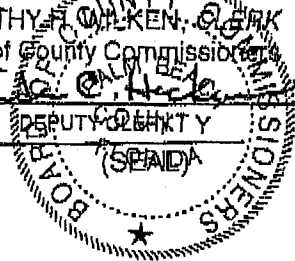
PALM BEACH COUNTY

JAN 13 2004

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: [Signature]  
NAME: Karen T. Marcus, Chair  
TITLE: \_\_\_\_\_

BY: [Signature]  
ROSIELYN QUIROZ  
DIRECTOR OF TRANSPORTATION  


ATTEST:  
By [Signature]  
DOROTHY WALKEN, CLERK  
Board of County Commissioners  
DEPUTY CLERK  
COUNTY CLERK  


APPROVED: (AS TO FORM)  
BY: [Signature]  
DISTRICT GENERAL COUNSEL

APPROVED AS TO TERMS  
AND CONDITIONS:  
BY: [Signature]

APPROVED:  
BY: [Signature]  
PROFESSIONAL SERVICES ADMINISTRATOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:  
BY: [Signature]  
COUNTY ATTORNEY

## EXHIBIT "A"

### SCOPE OF SERVICES

The **PARTICIPANT** will provide a complete roadway contract plan set for the widening of Atlantic Avenue from approximately 1000 feet west of Lyons Road to 1500 feet east of Florida's Turnpike in Palm Beach County. The widening will include a four lane design with provisions for future widening to six lanes in the median.

The scope of the project will include, but not be limited to, Roadway Plans, Signing and Marking Plans, Signalization Plans, Street Lighting Plans (If warranted and a maintenance agreement is approved by the **PARTICIPANT**), Structure Plans (minor structures), and Right of Way Maps.

The **PARTICIPANT** will submit plans to the **DEPARTMENT** for review at Initial Engineering, Final Engineering, and Production Complete. The plans shall be produced in accordance with **DEPARTMENT** standards, using the current editions of the Design Standards, Standard Specifications and Plans Preparation Manual. The project shall be certified to be in conformance to **DEPARTMENT** criteria by a responsible Project Engineer.

The **PARTICIPANT** must submit the following for the **DEPARTMENT** for review prior to Initial Engineering;

- Quality Control Plan
- Community Awareness Plan
- Typical Section Package
- Pavement Design
- FDOT General Permit
- Lighting Justification Report
- Conceptual Traffic Control Plans

The **PARTICIPANT** must submit the following for the **DEPARTMENT** for review prior to the Final Engineering;

- Permits Package
- Drainage Report and Calculations
- Final Right of Way Maps

The **PARTICIPANT** shall provide the following deliverables prior to completion of this JPA:

- Copies of all approved permits
- Signed maintenance agreements
- Signed utility relocation schedules
- All electronic files that were used to produce the roadway contract plan set, in conformance with the **DEPARTMENT'S** CADD Manual and Production Criteria Handbook.
- Level II Contamination Assessment
- Signed and Sealed plans and Specification Package.



Leos A Kennedy  
02/03/2004 11:45 AM

To:  
cc:  
cc:  
Subject:



@; user I.D. FI913RP  
<MVS@DOT>  
01/20/2004 04:01 PM

To: PM448RG@dot.state.fl.us  
cc:  
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT ANH96

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #ANH96 Contract Type: AJ Method of Procurement: G  
Vendor Name: BROWARD COUNTY  
Vendor ID: VP596000531038  
Beginning date of this Agmt: 01/30/04  
Ending date of this Agmt: 01/30/09

\*\*\*\*\*  
Description: JPA Broward County - TOP funds

\*\*\*\*\*  
ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT  
(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(69)/STATUS

\*\*\*\*\*  
Action: ORIGINAL Funds have been: APPROVED  
55 042010430 \*PT \*790069 \* 2000000.00 \*22965833801 \*215  
2003 \*55100300 \*085573/03  
0001 \*00 \* \*0001/04

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TOTAL AMOUNT: \*\$ 2,000,000.00 \*

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FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 01/20/2004

Leos Kennedy, Jr.  
Prof. & Other Contractual Services  
954-777-2285  
SC 436-2285  
Leos.Kennedy@dot.state.fl.us