

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: July 22, 2008 ☒ Consent ☐ Regular
 ☐ Workshop ☐ Public Hearing

Department:
 Submitted By: Engineering & Public Works
 Submitted For: Traffic Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Local Agency Participation Agreement (LAP) with the Florida Department of Transportation to repair signal interconnect cable damage from Hurricane Wilma.

SUMMARY: This Agreement replaces the original which the Board of County Commissioners approved on August 21, 2007 (R2007-1251) and like the original agreement, provides up to \$3,480,900 for the repairs of damaged traffic signal interconnect cable. The cable was damaged during Hurricane Wilma in 2005.

Countywide (MRE)


Background and Justification: This Agreement was originally approved by the Board of County Commissioners (Board) on August 21, 2007 R-2007-1251. The Florida Department of Transportation (FDOT) did not process the Agreement until March, 2008, six months after the Board signed the Agreement. During processing and in preparation to execute, the FDOT made changes to the original Board approved document. As a result, this revised Agreement is being submitted for Board approval. The changes are as follows: additional information was requested on Exhibit "A"; the money shown in Exhibit "B" was moved from the design phase to the construction phase since the design was done internally by County Staff; and the FPN Number was changed by the FDOT since there was no design phase involved. The total of the funds did not change, only the allocation of the money changed.

The Federal Highway Administration determined that the damage to the interconnect cable from Hurricane Wilma is not an emergency repair. As such, they required the complete design of the necessary repairs before work could begin. The design and other required documentation has been completed. Approval of this Agreement will allow the County to contract the repair work.

Attachments:

1. Local Agency Participation Agreement (LAP) – 6 Copies
2. Original Agreement (R-2007-1251)

Recommended By:  07/03/08
 Division Director Date

Approved By:  7/8/08
 County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: See Comment Section B.

Fiscal Years	2008	2009	2010	2011	2012
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:

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R. D. Ward 6/5/08

III. REVIEW COMMENTS

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

Atwillhite 7.9.08
7/9/08 OFMB SN 7/9/08 CN 7/8/08

Jan J. Jacoby 7/10/08
Contract Dev and Control
7/10/08

This Contract complies with our
contract review requirements.

B. Approved as to Form and Legal Sufficiency:

Markus Platte 7/14/08
Assistant County Attorney

C. Other Department Review:

Department Director

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

I:\WP\AgendaPage2\Agnpgtwo2008\0000.No Impact

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FPN: 421231-1-58-01 Fund: D FLAIR Approp: _____
Federal No: _____ Org Code: 55043010404 FLAIR Obj: _____
FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____
County No: 93 Contract No: A0352 Vendor No: VF596000785043
Data Universal Number System (DUNS) No. 80-939-7102
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, 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 hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in Permanent repair to signal interconnect (overhead fiber optic lines) due to Hurricane Wilma (DDIR No. W193-019)

and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project", and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A+B+1 attached and made a part hereof. _____ are

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before 12/31/2009. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

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2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 3,480,900.00. This amount is based upon the schedule of funding in Exhibit "B". The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid

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on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: 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 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

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, Florida Statutes, 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 recipient agrees to comply with any additional instructions provided by the Department staff to 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 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 (\$300,000 for fiscal years ending on or before December 31, 2003) 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. Exhibit 1 of 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 (\$300,000 for fiscal years ending on or before December 31, 2003) 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. In the event that the recipient expends less than \$500,000 (\$300,000 for fiscal years ending on or before December 31, 2003) in Federal awards in its fiscal year and 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 non-state 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 (\$300,000 for fiscal years ending before September 30, 2004) in any fiscal year of such recipient, 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 Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to 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 non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state 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 \$300,000 in state financial assistance in its fiscal year (\$500,000 for fiscal years ending on September 30, 2004, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 (\$300,000) in state financial assistance in its fiscal year and 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 non-state 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).

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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 Department, 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 financial 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 address(es):

Barbara Handrahan, District LAP Administrator, 3400 W. Commercial Blvd., Ft. Lauderdale, Florida 33309-3421
 - 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), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th 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 financial reporting package 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:

Barbara Handrahan, District LAP Administrator, 3400 W. Commercial Blvd., Ft. Lauderdale, Florida 33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial 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:

Barbara Handrahan, District LAP Administrator, 3400 W. Commercial Blvd., Ft. Lauderdale, Florida 33309-3421
3. Copies of the financial reporting package 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 address(es):

Barbara Handrahan, District LAP Administrator, 3400 W. Commercial Blvd., Ft. Lauderdale, Florida 33309-3421

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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 address(es):

Barbara Handrahan, District LAP Administrator, 3400 W. Commercial Blvd., Ft. Lauderdale, Florida 33309-3421

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, 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, as revised, 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 financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. (Section 287.058(1) (c), Florida Statutes).

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

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

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If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120 day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time; otherwise this Agreement will be terminated at the end of such time. Suspension of this Agreement will not affect the time period for completion of the project.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily

performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

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

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

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

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar

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provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134 F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

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13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Contractual Indemnity: To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Agency, its officers, agents or employees during the performance of this Agreement except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of this Agreement.

The parties agree that this clause shall not waive the benefits or provisions of Chapter 768.28, Florida Statutes, or any similar provision of law.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such claim as described in this paragraph. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or

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solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency (will) ~~(will not)~~ maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written

AGENCY

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Addie L. Greene, Chairperson

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS & CONDITIONS

By: Stan Musby
Engineering Department

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
District Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 421231-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Palm Beach County

Dated _____

PROJECT LOCATION:

The project X is _____ is not on the National Highway System.

The project X is _____ is not on the State Highway System.

PROJECT DESCRIPTION: The project involves restoring approximately 30.6 miles of above ground and 4.3 miles of under ground fiber-optic signal interconnect cable on various roadway sections in Palm Beach County. The scope of the project is to remove damaged cable, furnish and install new cable, terminate, splice, and test for proper installation. Some sections of this cable may be overhead and some underground as indicated in the plans. No right of way acquisition is anticipated. The proposed restoration project will utilize existing poles, conduits, and pull boxes. There will not be any need for excavation or trenching, since the existing conduits can be utilized for re-installing fiber-optic cable. However, replacement of damaged above ground conduits and the pull boxes may be required at a few locations.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

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

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

- a) N/A Study to be completed by N/A. (Phase 18 and 28 LAP Agreements)
- b) Design to be completed on or before N/A. (Phase 38 Agreements)
- c) Right-of-Way requirements identified and provided to the Department by N/A. (All LAPs requiring RW) (District will handle all Right-of-Way activities on LAPs; this date would be set by the necessary timeframe to complete RW activities)
- d) Right-of-Way to be certified prior to advertising for Construction. (All Phase 58 LAPS)
- e) Construction contract to be let on or before 9/08. (For Phase 58 LAPs) (This date would be prior to the end of the Fiscal Year that the Phase 58 is programmed in FM)
- f) Construction to be completed on or before 12/31/2009 (Phase 58 LAP Agreements)

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Palm Beach County 2300 N. Jog Road 3 rd Floor West Palm Beach, FL 33411-2745	FPN: 421231-1-58-01
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PROJECT DESCRIPTION

Name: SIGNAL INTERCONNECT RESTORATION - HURRICANE WILMA Length: 35 MILES (APPROX)

Termini: VARIOUS LOCATIONS IN PLAM BEACH COUNTY

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Design 2006-2007 2007-2008 2008-2009 Total Design Cost			
Right-of-Way 2006-2007 2007-2008 2008-2009 Total Right-of-Way Cost			
Construction 2006-2007 2007-2008 2008-2009 2009-2010 Total Construction Cost	\$3,480,900.00 \$3,480,900.00		\$3,480,900.00 \$3,480,900.00
Construction Engineering and Inspection (CEI) 2006-2007 2007-2008 2008-2009 Total CEI Cost Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	\$3,480,900.00		\$3,480,900.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$3,480,900.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through state Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FEDERAL-AID PROJECT FUNDING REQUEST

525-010-30
 PROJ MGT, RESEARCH & DEV OFC
 06/05

DATE: _____

AGENCY: Palm Beach County FEDERAL-AID PROJECT NUMBER: _____ ()

FIN NUMBER: 421231-1 STATE JOB NUMBER: _____ TIP PAGE NO.: _____

PROJECT TITLE: Signal Interconnect Restoration

PROJECT TERMINI FROM: _____ TO: _____

WORK PHASE: ☐ PLANNING ☐ ENVIRONMENT ☐ DESIGN ☒ CONSTRUCTION ☐ RIGHT OF WAY

AWARD TYPE: ☐ LOCAL ☐ LOCAL FORCES

ENVIRONMENTAL DOCUMENT: Mark the type of environmental document prepared, indicate the approval date, and the most recent reevaluation date.

EIS approved on _____, and reevaluated on _____

EA/FONSI approved on _____, and reevaluated on _____

Categorical Exclusion:

Programmatic Categorical Exclusion determination on 5-8-07

Type I Categorical Exclusion determination on _____

Type II Categorical Exclusion approved on _____

Categorical Exclusion Reevaluation on _____

PHASE	TOTAL ESTIMATED COST (Nearest Dollar)	LOCAL AGENCY FUNDS (Nearest Dollar)	STATE FUNDING (Nearest Dollar)	FEDERAL FUNDS (Nearest dollar)	PERCENT FEDERAL FUNDS	OBLIGATION DATE Month / Year
PLANNING	\$0.00	\$0.00	\$0.00	\$0.00	0.00	
PD&E	\$0.00	\$0.00	\$0.00	\$0.00	0.00	
DESIGN	\$0.00	\$0.00	\$0.00	\$0.00	0.00	
R/W	\$0.00	\$0.00	\$0.00	\$0.00	0.00	
CONST.	\$3480900.00	\$0.00	\$0.00	\$3480900.00	100.00	
TOTAL	\$3480900.00	\$0.00	\$0.00	\$3480900.00	100.00	

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)

Roadway Width: _____ Number of Lanes: _____
 Bridge Number(s) on Project: _____

DESCRIPTION OF PROPOSED WORK ☐ New Construction ☐ 3-R ☐ ENHANCEMENT ☐ CONGESTION MITIGATION

Roadway Width: _____ Number of Lanes: _____
 Bridge Number(s) on Project: _____

LOCAL AGENCY CONTACT PERSON: Giri Jeedigunta, P.E.

TITLE: Signal System Manager

MAILING ADDRESS: 2300 N. Jog Rd - Traffic Division

PHONE: (561) 684-4168

CITY: West Palm Beach, FL

ZIP CODE: 33411

LOCATION AND DESIGN APPROVAL

BY: *Dan Hurban*
 (Approving Authority)

TITLE: Director- Traffic Division

DATE: 12/17/2007

AGENCY: Palm Bch.

PROJECT TITLE: Signal Inter Connect System

DATE:

ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:

PLEASE SEE THE ENCLOSED ENVIRONMENTAL PACKAGE — MEMORANDUM

RIGHT OF WAY AND RELOCATION:

NO RIGHT-OF-WAY WILL BE REQUIRED

THIS PROJECT HAS BEEN REVIEWED BY THE LEGISLATIVE BODY OF THE ADMINISTRATION AGENCY OR AGENCIES, OR ITS DESIGNEE, AND IS NOT INCONSISTENT WITH THE AGENCY'S COMPREHENSIVE PLAN FOR COMMUNITY DEVELOPMENT.

AGENCY: Palm Beach County Engineering & Public Works

DATE: July 2, 2007

BY:


Dan Weisberg, P.E. Director, Traffic Engineering
(Mayor/Chairman)



MEMORANDUM

Department of Engineering
and Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Warren H. Newell

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

Date: April 18, 2007
To: Project File
From: Giri Jeedigunta, P.E., Traffic Division, Palm Beach County
Copies: Ann Broadwell, Paul Lampley, Central File/Reading File
Subject: **SIGNAL INTERCONNECT RESTORATION -
HURRICANE WILMA**
Financial Management Number: 421231-1
Federal Aid Project Number:
County/Section: Palm Beach
Limits: Palm Beach County

The Class of Action for this project is a Programmatic Categorical Exclusion under 23 CFR 771.117 (c), Section 2-2.2.1, in Part 1, Chapter 2 of the PD&E Manual.

The project involves restoring approximately 30.6 miles of above ground and 4.3 miles of under ground fiber-optic signal interconnect cable on various roadway sections in Palm Beach County. The scope of the project is to remove damaged cable, furnish and install new cable, terminate, splice, and test for proper installation. Some sections of this cable may be overhead and some underground as indicated in the plans. No right of way acquisition is anticipated. The proposed restoration project will utilize existing poles, conduits, and pull boxes. There will not be any need for excavation or trenching, since the existing conduits can be utilized for re-installing fiber-optic cable. However, replacement of damaged above ground conduits and the pull boxes may be required at a few locations.

Local Traffic Patterns

The Maintenance of Traffic Plans (MOT) has been reviewed for this project. Temporary lane closures might take place on occasions depending on the need. However, a Motorist Awareness System will be used during these lane closures to minimize short-term impacts to local traffic patterns. There is no need for long-term improvements anticipated at any of the roadway sections

Property Access and Right-Of-Way Acquisition

No adverse effects to property access are expected as a result of the project. No right-of-way will be purchased for the proposed project.

"An Equal Opportunity
Affirmative Action Employer"



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PBC Back-up Letter

Planned Community Growth/Land Use Patterns

This project is not expected to have any adverse impacts to planned community growth or planned land use patterns.

Community Cohesiveness

The project limits are wholly within Palm Beach County. This project is expected to have a neutral effect on traffic. All adverse affects will be temporary.

Air Quality and Noise

The project is located in an area which is designated attainment for all of the National Ambient Air Quality Standards under the criteria provided in the Clean Air Act. Therefore, the Clean Air Act conformity requirements do not apply to the project

No long-term noise impacts are expected as a result of the project, since it is not a capacity improvement. The scope of work does not involve construction of additional travel lanes, and no noise impacts are expected as per 23 CFR 772, a noise study is not required.

Waterways

There are no waterways within the project limits that would be affected due to the project. There will be no staging of materials and equipment near the waterways.

Wetlands

There are no wetlands within the project limits and there will not be any construction activity near those areas that shall require staging of materials and equipment.

Water Quality

All activities associated with construction activities will be in compliance with the current NPDES requirements. Therefore, no impacts to water quality are anticipated from the proposed project activities.

Floodplain Encroachment

Floodplain encroachment is considered equivalent to a Category 5 or less involvement as defined in Chapter Three of the FDOT Drainage Manual and Chapter 24, Part II of the FDOT PD&E Manual.



Endangered and Threatened Species, Other Wildlife, and their Critical Habitat

The project area does not pass through any designated critical habitat. Therefore, no adverse impacts are likely to affect any endangered or threatened animal species, other wildlife, or their critical habitat.

Essential Fish Habitat

Due to the scope of work, no adverse impacts to any endangered or threatened animal species or the essential fish habitat are anticipated.

Community Services

Businesses and community services are located within the project area, however, all adverse affects will be limited and temporary.

Section 4(f) of the Department of Transportation Act

There would be no adverse impacts to any of the parks from the proposed project activities.

Section 106 of the National Historic Preservation Act

There would be no adverse impact to any National or Local Historic Places due to this fiber-optic cable restoration project. There will not be any staging of material and equipment near any cultural historic or archeological resources in the area. There will be coordination with SHPO if needed.

Excavation

The scope of the project involves restoring communications to traffic signal infrastructure by re-installing fiber-optic cable in already existing underground conduits. This activity will not require any excavation. There are no contamination sites within the project limits, based on the Florida Department of Environmental Protection's website information. Therefore, there shall be no potential for excavating contaminated sites.

Nesting Birds Habitat

The scope of the project involves re-installing fiber-optic cable in already existing underground conduits and attaching to in-use concrete/wood poles. There may not be many suitable locations for bird nesting on these poles, due to their proximity to travel lanes and size. However, there will be adequate care taken to watch for any nesting birds on the poles and proper action will be taken.



There will be a note added to the Contract Documents under Special Provisions that, "the Contractor in coordination with Palm Beach County and ERM Project Manager, shall also be responsible for developing and carrying out any management plan(s)/agreement(s) with appropriate regulatory agencies due to the occurrence of unexpected species. Such species are any state or federally protected species identified during the pre-construction survey and to include those identified during the construction of the project that were not identified during the pre-construction survey. The management plan(s)/agreement(s) would allow for construction to occur that does not "adversely affect or jeopardize" the species. The contractor, in coordination with the Palm Beach County construction project and ERM Manager, shall also be responsible for making any modifications to the proposed management plan(s)/agreement(s) to assure listed species remain unaffected".

State Historic Highway

This project does not currently involve a State Historic Highway, as designated in the Laws of Florida. The scope of the project does not involve any excavation or trenching. There will be no staging of material or equipment near any cultural historic or archeological resources during the execution of this project.

Contamination

No contamination impacts are anticipated as a result of this project. In the event that construction operations encounter or expose any abnormal condition that may indicate the presence of a hazardous materials or toxic waste, the contractor is required to follow the 2004 edition of the FDOT Standard Specifications for Road and Bridge Construction (Section 8-4.9).

Public Hearing

No public hearing or opportunity for public hearing is required, in accordance with Part 1, Chapter 8 of the FDOT PD&E Manual.

Controversy

No controversial environmental issues exist regarding this project.

Trees

No tree impacts are expected from this project. However, some tree branch trimming might be required at some locations.



Page 5/5
PBC Back-up Letter

Right-Of-Way Acquisition

All work to be performed will be re-installation of interconnect cable at previously existing locations. No additional right-of-way will be required.

Permits

There will not a need for obtaining new permits since the scope of the work is to restore interconnect cable. Most of the roadway sections are under the county's right-of-way. However, a permit application with FDOT was filed on April 5, 2007, so as to carry out any construction work within the state's right-of-way. Please see the attachment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM/FDOT NO ADDITIONAL RIGHT OF WAY CERTIFICATION

575-095-09
RIGHT OF WAY
1101

R/W ITEM/SEGMENT NO.: FM # 421231-1 MANAGING DISTRICT: DISTRICT 4
CONST. ITEM SEGMENT NO.: FM # 421231-1 STATE ROAD: VARIOUS
F.A.P. NO.: FM # 421231-1 DESCRIPTION: SIGNAL INTERCONNECT CABLE
COUNTY: PALM BEACH
PREFERRED LETTING DATE: _____ LOCAL AGENCY: PALM BEACH COUNTY

This is to certify that right of way for the above described project meets the requirements of 49 CFR, Part 24 and 23 CFR, Part 635.309, if applicable, as well as statutory and procedural requirements for:

- ☒ Federal Construction Project ☒ State Highway System Project
☐ Non-federal Construction Project ☒ Non-State Highway System Project
☐ Scenic Enhancement Project (no construction)

as detailed below: (Check applicable items)

1. TITLE TO RIGHT OF WAY

☒ No additional right of way was required for this project.

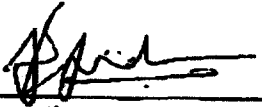
2. RELOCATION ASSISTANCE

☒ No persons, businesses, or personal property have been or will be displaced by this project.

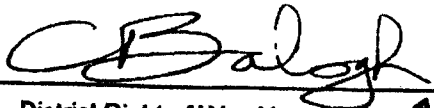
3. DEMOLITION OF IMPROVEMENTS

☒ No structures or improvements have been or will be removed from the right of way for this project.

RIGHT OF WAY CERTIFICATION BY THE AUTHORIZED LOCAL AGENCY REPRESENTATIVE:


Name (printed): GIRI JEEDIGUNTA, P.E. Date: 01/18/07
Title: SIGNAL SYSTEM OPERATIONS ENGINEER - TRAFFIC DIVISION
Agency: PALM BEACH COUNTY, FLORIDA

RIGHT OF WAY CERTIFICATION BY :


District Right of Way Manager 2-5-07 V.N. Date: 2/5/07
Assistant District Right of Way Manager

ADDITIONAL STATEMENT – Local Agency Program

No Additional Right of Way Required

R/W ITEM/SEGMENT NO.: FM # 421231-1

STATE ROAD: VARIOUS

CONST. ITEM SEGMENT NO.: FM # 421231-1

DESCRIPTION: SIGNAL INTERCONNECT CABLE

F.A.P. NO.: FM # 421231-1

PREFERRED LETTING DATE: _____

LOCAL AGENCY: PALM BEACH COUNTY

The following interests in land (Right of Way) will NOT be required for the construction of this project.

- ☒ Fee Title – land on which a permanent improvement is to be placed and maintained.
- ☒ Perpetual Easement – maybe used when permanent improvement is to be constructed and maintained on a parcel for which acquisition of fee title is impractical.
- ☒ Temporary Easement – used when it is necessary to temporarily occupy a parcel. No improvement which is a permanent part of the transportation facility or which requires maintenance beyond the term of the easement will be constructed on the temporary easement.

The right of way maps/sketches have been compared to the construction plans and the right of way, as shown, and will accommodate the planned construction. The construction activities will be performed in the existing right of way. The contractor will not be required to temporarily enter upon property not owned by NAME OF LOCAL GOVERNMENT for the purpose of restoration and harmonization.



SIGNATURE

01/18/07

DATE

Giri Jeediquanta, P.E.

NAME (Printed)

Title: Signal System Operations Engineer- Traffic Division

Agency: Palm Beach County, Florida

**LOCAL AGENCY PROGRAM (LAP)
TYPE 1 OR PROGRAMMATIC CATEGORICAL EXCLUSION CHECKLIST**

Financial Project ID: LAP FM 421231-1
SIGNAL INTERCONNECT RESTORATION – HURRICANE
WILMA

State Road: Restoring Fiber-Optic Signal Interconnect Cable on various roadway
sections in Palm Beach County, including State Roads.

Federal Project ID:

County: PALM BEACH COUNTY

Project Description: Restoring approximately 30.6 miles of above ground and 4.6 miles of
under ground Fiber-Optic Signal Interconnect Cable on various roadway
sections in Palm Beach County, including State Roads.

IMPORTANT If the answer to any of these questions is No, then a Type I or Programmatic Categorical
Exclusion does not apply and further coordination with FDOT is required to
determine the necessary level of environmental documentation.

YES NO

- | | | |
|----------|-----|--|
| <u>X</u> | ___ | Are the impacts to local traffic patterns, property access, community cohesiveness, planned community growth of land use patterns not adverse? |
| <u>X</u> | ___ | Are all air, noise, and water quality impacts negligible or non-existent? |
| <u>X</u> | ___ | If there is wetland involvement, does it qualify for either Nationwide or General Permit? |
| <u>X</u> | ___ | Can the project proceed without a U.S. Coast Guard Permit? |
| <u>X</u> | ___ | Are any or all flood plain encroachments not significant in accordance with Part 2, Chapter 24? |
| <u>X</u> | ___ | Will endangered and threatened species and their critical habitats remain unaffected? |
| <u>X</u> | ___ | Is there no right-of-way or an insignificant amount of right-of-way required for the project? |
| <u>X</u> | ___ | Are the residential or business relocations for the project not significant? |
| <u>X</u> | ___ | Is Section 4(f) not applicable to the project? |
| <u>X</u> | ___ | Have properties protected under Section 106 which are taken, used or in close proximity to the project been identified and if applicable reviewed by SHPO, and has a determination of "No Effect" or "No Adverse Effect" been given? |
| <u>X</u> | ___ | Is the Contamination involvement not significant? |
| <u>X</u> | ___ | The project does not require a public hearing or an opportunity for a public hearing? |

FINDING:

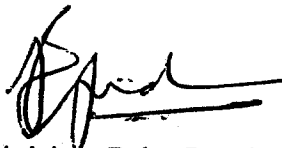
This project has been evaluated, and has been determined to meet the conditions as set forth in the PD&E Manual, Part 1, Chapter 3; therefore:

_____ This project is a Programmatic Categorical Exclusion per FHWA approval on March 1, 1995 as amended on September 4, 1996, December 7, 2000, and the FHWA and FTA Agency Operating Agreement executed on February 12, 2003.

X _____ This project is a Type I Categorical Exclusion under (23 CFR 771.117(c)) effective November 27, 1987

Package prepared by: Giri Jeedigunta, P.E., Signal System Manager

Agency Concurrence:



Giri Jeedigunta, Traffic Division, Palm Beach County

Date: 04/18/07

Env. Conc.

~~LAP~~ Reviewer:



Date:

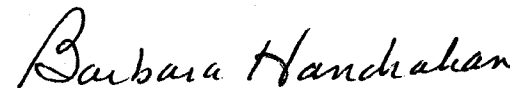
4/30/07

Name:

Company:

Address:

FDOT Concurrence:



Date:

5-8-07

District 4 ~~Environmental Administrator~~

LAP

5/7/2007 3:28:47 PM

RECEIVED
FDOT
PROJECT MANAGEMENT
OFFICE
07 MAY 14 PM 1:22

Federal Requirements LAP Checklist for Construction Contracts (Phase 58)

Project Title: Signal Interconnect Restoration – Hurricane Wilma
 Financial Management Number: 421231-1
 Federal-aid Project Number: 9048 -055C
 County: Palm Beach County
 Municipality: Palm Beach County

Federal-aid Highway (yes/no): No
 NHS (yes/no): Yes
 SHS (yes/no): Yes
 Contract Amount (\$): \$3,480,900.00
 Project Status: Yes

Requirement	Reference	NHS/ SHS	Non- NHS/SHS	Non- NHS/Non- SHS	Non- Federal-aid Highway/ Non-SHS	Local Agency Responsibility	District Monitoring Responsibilities	Reference Construction Contract Documents (Location in Contract)	Local Agency Check	District Check (FDO)
1. PS&E Submittal	LAP Agreement – Section 13.08 LAP Manual/ Chapter 4 Section 2	Yes	Yes	Yes*	Yes*	<p>Submit Plans, Specifications, and Estimate to FDOT for approval. Submittal also must include;</p> <p>*assurances that all right-of-way (ROW) clearances, utility, and railroad work have been completed, or that arrangements have been made for coordination during construction with proper notice provided in the bid proposal;</p> <ul style="list-style-type: none"> • assurances that the all environmental federal requirements including the NEPA process has been completed • * During this mandatory certification process all PS&E packages should be submitted and those on the NHS and SHS will need to be approved by FDOT all others should be reviewed. 	<p>Review/approve PS&E Assembly</p> <p>Bid package for project required.</p> <p>Right of Way Clearance review.</p> <p>Environmental Checklist and backup documentation.</p> <p>45 day review by FDOT and responses to be addressed by agency.</p>	Plans specifications and estimates have been submitted to FDOT for review and approval.		

SHS = State Highway System

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Requirement	Reference	NHS/ SHS	Non- NHS/SHS	Non- NHS/Non- SHS	Non- Federal-aid Highway/ Non-SHS	Local Agency Responsibility	District Monitoring Responsibilities	Reference Construction Contract Documents (Location in Contract)	Local Agency Check	District Check (FDO)
2. Audits	49 CFR Subtitle A Part 90 48 CFR 31 Federal Acquisitions Regulations	Yes	Yes	Yes	Yes	Local Agencies are to have audits done annually using the criteria outlined in section 5.04 of the LAP Agreement. http://www.dot.state.fl.us/ProjectManagementResearchDevelopment/lap_pmr&d.htm	Review Local Agency records to ensure the annual audit is in compliance with section 5.04 of the LAP Agreement.	Page 48, GC 57.14	OK	OK Pg: 62
3. Bonding and prequalification	23 CFR 635.110	Yes	Yes	No	No	The Local Agency shall certify that Florida DOT Prequalified Contractors will be used to perform LAP projects when on the NHS or SHS. However, when the project is on the NHS or SHS, and the contract is under \$250,000 than a prequalified contractor is not required. Per FDOT Standard Specifications 2-1 Prequalification of Bidders.	Review bid document for inclusion of the provision. Page 102 of CACC manual	Page 1, Federal Required Contract provisions, Paragraph 2	OK	OK Pgs 16, 57 & 68
4. Buy America	23 CFR 635.410	Yes	Yes	Yes	Yes	Include FDOT's Supplemental Specification 6-12.2 in bid document.	Review bid document for inclusion of the specification. Page 56 of CACC manual	Page 19, paragraph 17 and Page P-16	OK	OK Pgs 34 & 8
5. Change Orders	23 CFR 635.120	Yes	Yes	No	No	Develop procedures outlining the conditions under which a change order is allowed and include in bid document. May use section 7.3.11 of FDOT CPAM as part of procedure.	Review bid document for inclusion of the provision. Page 121 of CACC manual	Page 22, paragraph 22.	OK	OK Pg 37
6. Claims	23 CFR 635.124	Yes	Yes	No	No	Develop procedures outlining the conditions under which a claim is allowed and include in bid document. May use section 7.5 of FDOT CPAM as a guide in this development. http://www.dot.state.fl.us/construction/manuals/cpam/CPAM70000000/cpamman.htm	Review bid document for inclusion of the provision. Page 126 of CACC manual	Page 23, paragraph 25	OK	OK Pg 38
7. Contractor Purchased Equipment for State or Local Ownership	23 CFR 140 49 CFR Part 18 49 CFR Section 18.3	Yes	Yes	Yes	Yes	Do not allow in contract.	Review bid document to ensure exclusion of provision. Page 79 of CACC manual	Page 24, paragraph 28	OK	OK Pg 39

SHS = State Highway System

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Requirement	Reference	NHS/ SHS	Non- NHS/SHS	Non- NHS/Non- SHS	Non- Federal-aid Highway/ Non-SHS	Local Agency Responsibility	District Monitoring Responsibilities	Reference Construction Contract Documents (Location in Contract)	Local Agency Check	Distri Chec (FDO
8. Suspension and Debarment	49 CFR 29	Yes	Yes	Yes	Yes	The Local Agency shall include certification in bid documents.	Review bid document for inclusion of the provision. Page 134 of CACC manual	Page 16, Paragraph 15, Page 24, Paragraph 27 and Page P-18.	OK	OK Pgs 31, & 83
9. Disadvantaged Business Enterprise (DBE)	49 CFR 26	Yes	Yes	Yes	Yes	The Local Agency shall comply with FDOT's DBE program Plan Unless the Local Agency has a DBE Program Plan approved by the USDOT. FDOT currently has a race neutral program with an 8.1% goal. Establish a DBE Availability goal and include in bid document. Include DBE special provisions in bid document. Use DBEs certified under the Florida Unified Certification Program Directory: http://www.bipincwebapps.com/biznetflorida/	Obtain copy of the USDOT approval letter for the DBE Program Plan for highways. Page 60 of CACC manual	Page 20, Paragraph 18	OK	OK Pg 31 See Comm
10. Equal Employment Opportunity	23 CFR 230	Yes	Yes	Yes	Yes	Include FDOT Special Provisions related to Executive Order 11246.	Review bid document for inclusion of the provision. Provision in FHWA 1273	Page 3, Paragraph 5, Section (2)	OK	OK Pg 18
11. Equipment rental rates	23 CFR 635.120 48 CFR 31	Yes	Yes	Yes	Yes	Develop procedure based on 48 CFR 31 and include in bid document.	Review bid document for inclusion of the proper payment provision for rental equipment.	Page 24, Paragraph 28, Section (2)	OK	OK Pg 39
12. Foreign Contractor and Supplier Restriction	49 CFR 30	Yes	Yes	Yes	Yes	Local Agency will use FDOT Supplemental Specification 6-12.2. and may choose to use FDOT Form 375-020-08.	Review documents to ensure Compliance Page 89 of CACC manual	Not Applicable	N/A	N/A

SHS = State Highway System

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Requirement	Reference	NHS/ SHS	Non- NHS/SHS	Non- NHS/Non- SHS	Non- Federal-aid Highway/ Non-SHS	Local Agency Responsibility	District Monitoring Responsibilities	Reference Construction Contract Documents (Location in Contract)	Local Agency Check	District Check (FDO)
13. Incentive / Disincentive Clauses	23 CFR 635.127(d,f)	Yes	No	No	No	Develop procedure based on 23 CFR 635.127 and include in bid document (If Local Agency elects to use Incentive/Disincentive). May use section 1.2.6 of FDOT CPAM as a guide in this development.	Review bid document to ensure procedure was followed. (If Local Agency elects to use Incentive/Disincentive). Page 141 of CACC manual	Not applicable	N/A	N/A
14. Indian Preference on Federal-aid Projects (Labor & employment)	23 CFR 635.117	Yes	Yes	Yes	Yes	If utilized, must obtain FHWA approval of provision complying with 23 CFR 635.117	Verify provisions meets federal requirements. Page 64 of CACC manual	Not applicable	N/A	N/A
15. FHWA-1273	23 CFR 633	Yes	Yes	Yes	Yes	Must be included verbatim in all contracts and subcontracts.	Review bid document for inclusion of the provision. http://www.fhwa.dot.gov/programadmin/contracts/coreloc.htm	Page 2, Paragraph 5	Ok	Ok Pgs 17 34
16. Liquidated damages	23 CFR 635.127	Yes	Yes	No	No	Develop rates based on 23 CFR 635.127 and include contract provisions.	Ensure that rates are included in bid proposal. http://www.access.gpo.gov/nara/cfr/waisidx_01/23cfr635_01.html	Page 23, Paragraph 23	Ok	Ok Pg 38
17. Local hiring preference	23 CFR 635.117	Yes	Yes	Yes	Yes	The Local Agency needs to certify they do not have local hiring preferences.	Review bid document to ensure exclusion of any local hiring preference.	Page 25, Paragraph 35	NOT OK	See Comme
18. Lobbying certification	49 CFR 20	Yes	Yes	Yes	Yes	The Local Agency shall include certification in bid documents.	Review bid document for inclusion of the provision.	Page 19, Paragraph 16, Page P-17	Ok	Ok Pgs & 82
19. Method of construction (or method of bidding)	23 CFR 635.104 & 23 CFR 114(a)	Yes	Yes	Yes	Yes	Local Agency shall certify that projects will be awarded to the low responsive bidder except for Design Build as approved by the FDOT. The method of bidding shall be in the project specifications.	Review bid document to verify compliant bidding process. See page 95 of CACC manual	Page 2, Paragraph 3	Ok	Ok Pg 17
20. Non-collusion Provision	23 CFR 635.112(f)	Yes	Yes	Yes	Yes	The Local Agency shall include certification in bid documents.	Review bid document for inclusion of the provision. See page 66 of CACC manual	Page 21, Paragraph 20	Ok	Ok Pg 36
21. Owner Force Account/Cost Effective Justification	23 CFR 635B under 635.205	Yes	Yes	Yes	Yes	Owner Force Account contracting is not allowed without first establishing a "finding of cost effectiveness". This must be approved by the District LAP Administrator.	Review bid document to ensure exclusion of provision or appropriate approval has been received.	Not applicable	N/A	N/A

SHS = State Highway System

5/7/2007 3:28:47 PM

Requirement	Reference	NHS/ SHS	Non- NHS/SHS	Non- NHS/Non- SHS	Non- Federal-aid Highway/ Non-SHS	Local Agency Responsibility	District Monitoring Responsibilities	Reference Construction Contract Documents (Location in Contract)	Local Agency Check	Distri Chec (FDO
22. Patented/ Proprietary materials	23 CFR 635.411	Yes	Yes	Yes	Yes	Do not use unless there is a public interest finding approved by FDOT (if specified in bid document).	If development of a public interest finding is required, ensure that the finding approved by FDOT is included in the bid document.	Not applicable	N/A	N/A
23. Prevailing minimum wage	23 USC 113 23 CFR 633A	Yes	Yes	Yes	No	Include latest Davis-Bacon wage table(s) in the contract. Current wage tables may be obtained at: http://www.dot.state.fl.us/construction/wage.htm or http://www.wdol.gov/	Review bid document for inclusion of the provision (wage table). See page 35 of the CACC manual	Page 7, Paragraph 8	Ok	Ok Pg See Comm
24. Progress Payments	23 CFR 635.122	Yes	Yes	No	No	Develop contract language to ensure that payments are based on work completed, this may include stockpiled materials. Section 9-5 of FDOT Standard Specifications may be used for guidance.	Review bid document for inclusion of the provision. See page 119 of CACC manual	Page 40, paragraph 44 of General Conditions	Ok	Ok Pg 5
25. Prohibition Against Convict produced materials	23 CFR 635.417	Yes	Yes	Yes	No	Develop contract language to prohibit the use of convict-produced materials and include in bid document.	Review bid document for inclusion of the provision. See page 31 of CACC manual	Page 24, paragraph 29 section 1	Ok	Ok Pg 35
26. Public Agencies in Competition with the Private Sector	23 CFR 635.112(e)	Yes	Yes	Yes	Yes	Do not allow.	Review bid document to ensure exclusion of provision.	Page 24, paragraph 28 section 1		
27. Publicly-owned equipment	23 CFR 635.106	Yes	Yes	Yes	Yes	Do not allow in contract.	Review bid document for exclusion of the provision.	Page 24, paragraph 28 section 1	Ok	Ok Pg 35
28. Records Retention	49 CFR 18 23 CFR 18.42 FHWA 1273 Item V.2	Yes	Yes	Yes	Yes	Project records must provide adequate assurance that the quantities of completed work are determined accurately and uniformly, and be maintained for a minimum of 5 years following contract completion and acceptance.	Conduct periodic reviews to ensure compliance. FHWA 1273 Item V.2	Page 25, Paragraph 32, section 2.	Ok	Ok Pg 40

SHS = State Highway System

5/7/2007 3:28:47 PM

Requirement	Reference	NHS/ SHS	Non- NHS/SHS	Non- NHS/Non- -SHS	Non- Federal-aid Highway/ Non-SHS	Local Agency Responsibility	District Monitoring Responsibilities	Reference Construction Contract Documents (Location in Contract)	Local Agency Check	District Check (FDO
29. Salvage Credits	49 CFR 18.36	Yes	Yes	Yes	Yes	Do not allow in contract.	Review bid document for exclusion of provision.	Page 24, Paragraph 30	OK	OK Pg 35
30. Standardized Changes Conditions Contract Clauses	23 CFR 635.109	Yes	Yes	Yes	Yes	Develop contract language to ensure that requirements of 23 CFR 635.109 are met. Sections 4-3.2 and 5-12.6 of FDOT Supplemental Specifications and Sections 4-3 and 5-12 of FDOT Standard Specifications may be used for guidance.	Review bid document for inclusion of the provision. See page 72 of the CACC	Page 21, Paragraph 21	OK	OK Pg 36
31. Standard Specifications and Plans	23 CFR 630B	Yes	Yes	No	No	Local Agency will use current FDOT's specifications when the construction project is on the SHS	Review documents to ensure Local Agency is using FDOT's specifications for construction projects on the SHS Page 91 of CACC		OK	Verify the plan is available in FDC
32. State preference	23 CFR 635.409	Yes	Yes	Yes	Yes	Do not allow in contract.	Review bid document for exclusion of state or local preferences.	Page 24, paragraph 29, Section 2	OK	OK Pg 39
33. State/Local Owned/Furnished/Designated Materials	23 CFR 635.407	Yes	No	No	No	If utilized, must obtain FHWA approval.	Review bid document for exclusion of materials furnished by Local Agency.	Page 24, Paragraph 29 Section 2	OK	OK Pg 39
34. Subcontracting	23 CFR 635.116	Yes	Yes	No	No	Develop contract language to meet the requirements.	Review bid document for inclusion of the provision.	Page 24, Paragraph 31	OK	OK Pg 39
35. Termination of contract	23 CFR 635.125	Yes	Yes	No	No	Develop contract language for termination for cause, convenience, and default and include in bid document.	Review bid document for inclusion of the provision.	Page 44, Paragraph 50 and 51 of General Conditions	OK	OK Pg 59
36. Time extensions	23 CFR 635.121	Yes	Yes	No	No	Include reasons time extensions are allowed in specifications. May use section 8-7.3.2 of FDOT Standard Specifications.	Review bid document for inclusion of the provision.	Page 23, Paragraph 23	OK	OK Pg 38

SHS = State Highway System

4/20/2007 9:01:07 AM

Local Agency: I hereby certify that the above mentioned LAP project construction contract documents contain the provisions set forth in this checklist.


Signature

Signal System Manager - Traffic Division
Position Title

Giri Jeedigunta, P.E.
Name (Printed)

4-18-07
Date

District LAP Administrator/Designee: I hereby certify that the above mentioned LAP project construction contract documents contain the provisions set forth in this checklist.


Signature

District 4 LAP Administrator
Position Title

Barbara J. Handrahan
Name (Printed)

5-10-07
Date

Central Office Statewide LAP Administrator: I hereby certify that the checklist is complete as indicated.


Signature

State LAP Administrator
Position Title

Dennis K. Fillmon
Name (Printed)

5/16/07
Date

SHS = State Highway System

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

ATTACHMENT 2
525-010-40
PROJECT MANAGEMENT OFFICE
08/08
Page 1

R2007 1251 AUG 21 2007

FPN: 421231-1-38/58-01 Fund: D FLAIR Approp: _____
Federal No: _____ Org Code: 55043010404 FLAIR Obj: _____
FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____
County No: 93 Contract No: _____ Vendor No: VF596000785043
Data Universal Number System (DUNS) No. 80-939-7102
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ 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 hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in Permanent repair to signal interconnect (overhead fiber optic lines) due to Hurricane Wilma (DDIR No. W193-019)

and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project", and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A+B+1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before 12/31/2008. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROJECT MANAGEMENT OFFICE
08/08
Page 2

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 3,480,900.00. This amount is based upon the schedule of funding in Exhibit "B". The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid

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on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: 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 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

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, Florida Statutes, 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 recipient agrees to comply with any additional instructions provided by the Department staff to 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 Chief Financial Officer (CFO) or Auditor General.

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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 (\$300,000 for fiscal years ending on or before December 31, 2003) 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. Exhibit 1 of 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 (\$300,000 for fiscal years ending on or before December 31, 2003) 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. In the event that the recipient expends less than \$500,000 (\$300,000 for fiscal years ending on or before December 31, 2003) in Federal awards in its fiscal year and 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 non-state 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 (\$300,000 for fiscal years ending before September 30, 2004) in any fiscal year of such recipient, 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 Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to 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 non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state 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 \$300,000 in state financial assistance in its fiscal year (\$500,000 for fiscal years ending on September 30, 2004, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 (\$300,000) in state financial assistance in its fiscal year and 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 non-state 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).

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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 Department, 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 financial 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 address(es):

Barbara Handrahan, District LAP Administrator, 3400 W. Commercial Blvd., Ft. Lauderdale, Florida 33309-3421

- 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), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th 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 financial reporting package 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:

Barbara Handrahan, District LAP Administrator, 3400 W. Commercial Blvd., Ft. Lauderdale, Florida 33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial 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:

Barbara Handrahan, District LAP Administrator, 3400 W. Commercial Blvd., Ft. Lauderdale, Florida 33309-3421

3. Copies of the financial reporting package 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 address(es):

Barbara Handrahan, District LAP Administrator, 3400 W. Commercial Blvd., Ft. Lauderdale, Florida 33309-3421

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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 address(es):

Barbara Handrahan, District LAP Administrator, 3400 W. Commercial Blvd., Ft. Lauderdale, Florida
33309-3421

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, 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, as revised, 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 financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. (Section 287.058(1) (c), Florida Statutes).

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

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

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If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120 day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time; otherwise this Agreement will be terminated at the end of such time. Suspension of this Agreement will not affect the time period for completion of the project.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily

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performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

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

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

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

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar

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provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134 F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

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13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Contractual Indemnity: To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Agency, its officers, agents or employees during the performance of this Agreement except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of this Agreement.

The parties agree that this clause shall not waive the benefits or provisions of Chapter 768.28, Florida Statutes, or any similar provision of law.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such claim as described in this paragraph. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or

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solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency (will) ~~(will not)~~ maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY R2007-1251
By: Palm Beach County AUG 21 2007
Name:
Title: Addie L. Greene, Chairperson
Attest: Addie L. Greene
Title:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:
Attest: _____
Title:

As to form:

As to form:

Mark R. Platt
Attorney

District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

APPROVED AS TO TERMS
AND CONDITIONS

Don Murray
COUNTY ENGINEERING DEPARTMENT

Sharon R. Bock, Clerk & Comptroller
Palm Beach County
By: Dacey Powell
Deputy Clerk

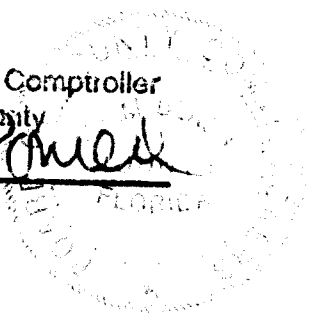


EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 421231-1-38/58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Palm Beach County

Dated _____

PROJECT LOCATION:

The project X is _____ is not on the National Highway System.

The project X is _____ is not on the State Highway System.

PROJECT DESCRIPTION: The project involves restoring approximately 30.6 miles of above ground and 4.3 miles of under ground fiber-optic signal interconnect cable on various roadway sections in Palm Beach County. The scope of the project is to remove damaged cable, furnish and install new cable, terminate, splice, and test for proper installation. Some sections of this cable may be overhead and some underground as indicated in the plans. No right of way acquisition is anticipated. The proposed restoration project will utilize existing poles, conduits, and pull boxes. There will not be any need for excavation or trenching, since the existing conduits can be utilized for re-installing fiber-optic cable. However, replacement of damaged above ground conduits and the pull boxes may be required at a few locations.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

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

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

- a) _____ Study to be completed by _____. (Phase 18 and 28 LAP Agreements)
- b) Design to be completed on or before _____. (Phase 38 Agreements)
- c) Right-of-Way requirements identified and provided to the Department by _____. (All LAPs requiring R/W) (District will handle all Right-of-Way activities on LAPs; this date would be set by the necessary timeframe to complete R/W activities)
- d) Right-of-Way to be certified prior to advertising for Construction. (All Phase 58 LAPs)
- e) Construction contract to be let on or before _____. (For Phase 58 LAPs) (This date would be prior to the end of the Fiscal Year that the Phase 58 is programmed in FM)
- f) Construction to be completed on or before 12/31/08. (Phase 58 LAP Agreements)

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Palm Beach County 2300 N. Jog Road 3 rd Floor West Palm Beach, FL 33411-2745	FPN: 421231-1-38/58-01
--	------------------------

PROJECT DESCRIPTION

Name: SIGNAL INTERCONNECT RESTORATION – HURRICANE WILMA Length: 35 MILES (APPROX)
Termini: VARIOUS LOCATIONS IN PLAM BEACH COUNTY

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Design 2006-2007 2007-2008 2008-2009 Total Design Cost	<u>\$226,400.00</u> <u> </u> <u> </u> <u>\$226,400.00</u>	<u> </u> <u> </u> <u> </u> <u> </u>	<u>\$226,400.00</u> <u> </u> <u> </u> <u>\$226,400.00</u>
Right-of-Way 2006-2007 2007-2008 2008-2009 Total Right-of-Way Cost	<u> </u> <u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u> <u> </u>
Construction 2006-2007 2007-2008 2008-2009 2009-2010 Total Construction Cost	<u>\$2,830,000.00</u> <u> </u> <u> </u> <u> </u> <u>\$2,830,000.00</u>	<u> </u> <u> </u> <u> </u> <u> </u> <u> </u>	<u>\$2,830,000.00</u> <u> </u> <u> </u> <u> </u> <u>\$2,830,000.00</u>
Construction Engineering and Inspection (CEI) 2006-2007 2007-2008 2008-2009 Total CEI Cost	<u>\$424,500.00</u> <u> </u> <u> </u> <u>\$424,500.00</u>	<u> </u> <u> </u> <u> </u> <u> </u>	<u>\$424,500.00</u> <u> </u> <u> </u> <u>\$424,500.00</u>
Total Construction and CEI Costs	<u>\$3,254,500.00</u>	<u> </u>	<u>\$3,254,500.00</u>
TOTAL COST OF THE PROJECT	<u>\$3,480,900.00</u>	<u> </u>	<u>\$3,480,900.00</u>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$3,480,900.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through state Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FEDERAL-AID PROJECT FUNDING REQUEST

525-010-30
PROJ MGT, RESEARCH & DEV OFC
08/05
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DATE: _____

AGENCY: Palm Beach County FEDERAL-AID PROJECT NUMBER: _____ ()

FIN NUMBER: 421231-1 STATE JOB NUMBER: _____ TIP PAGE NO.: _____

PROJECT TITLE: _____

PROJECT TERMINI FROM: _____ TO: _____

WORK PHASE: ☐ PLANNING ☐ ENVIRONMENT ☒ DESIGN ☒ CONSTRUCTION ☐ RIGHT OF WAY

AWARD TYPE: ☐ LOCAL ☐ LOCAL FORCES

ENVIRONMENTAL DOCUMENT: Mark the type of environmental document prepared, indicate the approval date, and the most recent reevaluation date.

EIS approved on _____, and reevaluated on _____

EA/FONSI approved on _____, and reevaluated on _____

Categorical Exclusion:

Programmatic Categorical Exclusion determination on _____

Type I Categorical Exclusion determination on _____

Type II Categorical Exclusion approved on _____

Categorical Exclusion Reevaluation on _____

PHASE	TOTAL ESTIMATED COST (Nearest Dollar)	LOCAL AGENCY FUNDS (Nearest Dollar)	STATE FUNDING (Nearest Dollar)	FEDERAL FUNDS (Nearest dollar)	PERCENT FEDERAL FUNDS	OBLIGATION DATE Month / Year
PLANNING						
PD&E						
DESIGN	\$226400.00			\$226400.00	8.00	
R/W						
CONST.	\$3254500.00			\$3254500.00	92.00	
TOTAL	\$3480900.00			\$3480900.00	100.00	

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)

Roadway Width: _____ Number of Lanes: _____

Bridge Number(s) on Project: _____

DESCRIPTION OF PROPOSED WORK ☐ New Construction ☐ 3-R ☐ ENHANCEMENT ☐ CONGESTION MITIGATION

Roadway Width: _____ Number of Lanes: _____

Bridge Number(s) on Project: _____

LOCAL AGENCY CONTACT PERSON: _____

TITLE: _____

MAILING ADDRESS: _____

PHONE: _____

CITY: _____

ZIP CODE: _____

LOCATION AND DESIGN APPROVAL

BY: _____

(Approving Authority)

TITLE: _____ DATE: _____

AGENCY: Palm Bch.	PROJECT TITLE: Signal Inter Connect System	DATE:
-------------------	--	-------

ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:

PLEASE SEE THE ENCLOSED ENVIRONMENTAL PACKAGE — MEMORANDUM

RIGHT OF WAY AND RELOCATION:

NO RIGHT-OF-WAY WILL BE REQUIRED

THIS PROJECT HAS BEEN REVIEWED BY THE LEGISLATIVE BODY OF THE ADMINISTRATION AGENCY OR AGENCIES, OR ITS DESIGNEE, AND IS NOT INCONSISTENT WITH THE AGENCY'S COMPREHENSIVE PLAN FOR COMMUNITY DEVELOPMENT.

AGENCY: Palm Beach County Engineering & Public Works

DATE: July 2, 2007

BY:

Dan Weisberg, P.E., Director, Traffic Engineering
(Mayor/Chairman)



MEMORANDUM

Department of Engineering
and Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Warren H. Newell

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

Date: April 18, 2007
To: Project File
From: Giri Jeedigunta, P.E., Traffic Division, Palm Beach County
Copies: Ann Broadwell, Paul Lampley, Central File/Reading File
Subject: **SIGNAL INTERCONNECT RESTORATION -
HURRICANE WILMA**
Financial Management Number: 421231-1
Federal Aid Project Number:
County/Section: Palm Beach
Limits: Palm Beach County

The Class of Action for this project is a Programmatic Categorical Exclusion under 23 CFR 771.117 (c), Section 2-2.2.1, in Part 1, Chapter 2 of the PD&E Manual.

The project involves restoring approximately 30.6 miles of above ground and 4.3 miles of under ground fiber-optic signal interconnect cable on various roadway sections in Palm Beach County. The scope of the project is to remove damaged cable, furnish and install new cable, terminate, splice, and test for proper installation. Some sections of this cable may be overhead and some underground as indicated in the plans. No right of way acquisition is anticipated. The proposed restoration project will utilize existing poles, conduits, and pull boxes. There will not be any need for excavation or trenching, since the existing conduits can be utilized for re-installing fiber-optic cable. However, replacement of damaged above ground conduits and the pull boxes may be required at a few locations.

Local Traffic Patterns

The Maintenance of Traffic Plans (MOT) has been reviewed for this project. Temporary lane closures might take place on occasions depending on the need. However, a Motorist Awareness System will be used during these lane closures to minimize short-term impacts to local traffic patterns. There is no need for long-term improvements anticipated at any of the roadway sections

Property Access and Right-Of-Way Acquisition

No adverse effects to property access are expected as a result of the project. No right-of-way will be purchased for the proposed project.

"An Equal Opportunity
Affirmative Action Employer"



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PBC Back-up Letter

Planned Community Growth/Land Use Patterns

This project is not expected to have any adverse impacts to planned community growth or planned land use patterns.

Community Cohesiveness

The project limits are wholly within Palm Beach County. This project is expected to have a neutral effect on traffic. All adverse affects will be temporary.

Air Quality and Noise

The project is located in an area which is designated attainment for all of the National Ambient Air Quality Standards under the criteria provided in the Clean Air Act. Therefore, the Clean Air Act conformity requirements do not apply to the project

No long-term noise impacts are expected as a result of the project, since it is not a capacity improvement. The scope of work does not involve construction of additional travel lanes, and no noise impacts are expected as per 23 CFR 772, a noise study is not required.

Waterways

There are no waterways within the project limits that would be affected due to the project. There will be no staging of materials and equipment near the waterways.

Wetlands

There are no wetlands within the project limits and there will not be any construction activity near those areas that shall require staging of materials and equipment.

Water Quality

All activities associated with construction activities will be in compliance with the current NPDES requirements. Therefore, no impacts to water quality are anticipated from the proposed project activities.

Floodplain Encroachment

Floodplain encroachment is considered equivalent to a Category 5 or less involvement as defined in Chapter Three of the FDOT Drainage Manual and Chapter 24, Part II of the FDOT PD&E Manual.



Endangered and Threatened Species, Other Wildlife, and their Critical Habitat

The project area does not pass through any designated critical habitat. Therefore, no adverse impacts are likely to affect any endangered or threatened animal species, other wildlife, or their critical habitat.

Essential Fish Habitat

Due to the scope of work, no adverse impacts to any endangered or threatened animal species or the essential fish habitat are anticipated.

Community Services

Businesses and community services are located within the project area, however, all adverse affects will be limited and temporary.

Section 4(f) of the Department of Transportation Act

There would be no adverse impacts to any of the parks from the proposed project activities.

Section 106 of the National Historic Preservation Act

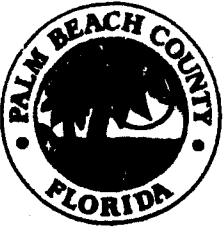
There would be no adverse impact to any National or Local Historic Places due to this fiber-optic cable restoration project. There will not be any staging of material and equipment near any cultural historic or archeological resources in the area. There will be coordination with SHPO if needed.

Excavation

The scope of the project involves restoring communications to traffic signal infrastructure by re-installing fiber-optic cable in already existing underground conduits. This activity will not require any excavation. There are no contamination sites within the project limits, based on the Florida Department of Environmental Protection's website information. Therefore, there shall be no potential for excavating contaminated sites.

Nesting Birds Habitat

The scope of the project involves re-installing fiber-optic cable in already existing underground conduits and attaching to in-use concrete/wood poles. There may not be many suitable locations for bird nesting on these poles, due to their proximity to travel lanes and size. However, there will be adequate care taken to watch for any nesting birds on the poles and proper action will be taken.



There will be a note added to the Contract Documents under Special Provisions that, "the Contractor in coordination with Palm Beach County and ERM Project Manager, shall also be responsible for developing and carrying out any management plan(s)/agreement(s) with appropriate regulatory agencies due to the occurrence of unexpected species. Such species are any state or federally protected species identified during the pre-construction survey and to include those identified during the construction of the project that were not identified during the pre-construction survey. The management plan(s)/agreement(s) would allow for construction to occur that does not "adversely affect or jeopardize" the species. The contractor, in coordination with the Palm Beach County construction project and ERM Manager, shall also be responsible for making any modifications to the proposed management plan(s)/agreement(s) to assure listed species remain unaffected".

State Historic Highway

This project does not currently involve a State Historic Highway, as designated in the Laws of Florida. The scope of the project does not involve any excavation or trenching. There will be no staging of material or equipment near any cultural historic or archeological resources during the execution of this project.

Contamination

No contamination impacts are anticipated as a result of this project. In the event that construction operations encounter or expose any abnormal condition that may indicate the presence of a hazardous materials or toxic waste, the contractor is required to follow the 2004 edition of the FDOT Standard Specifications for Road and Bridge Construction (Section 8-4.9).

Public Hearing

No public hearing or opportunity for public hearing is required, in accordance with Part 1, Chapter 8 of the FDOT PD&E Manual.

Controversy

No controversial environmental issues exist regarding this project.

Trees

No tree impacts are expected from this project. However, some tree branch trimming might be required at some locations.



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PBC Back-up Letter

Right-Of-Way Acquisition

All work to be performed will be re-installation of interconnect cable at previously existing locations. No additional right-of-way will be required.

Permits

There will not a need for obtaining new permits since the scope of the work is to restore interconnect cable. Most of the roadway sections are under the county's right-of-way. However, a permit application with FDOT was filed on April 5, 2007, so as to carry out any construction work within the state's right-of-way. Please see the attachment.