

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	1,500,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(1,250,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>250,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____
 Program _____

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

FDOT Transportation Enhancement and Stimulus Funds *Potential County portion \$250,000 1226-380-3195*

C. Department Fiscal Review: *JF*

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:
**The total project costs is estimated at \$1,250,000. If the project exceeds \$1,250,000, the County will be responsible for \$250,000.*

6/11/09
 OFMB
6/11/09

Dr. J. Jacob
 Contract Development and Control
 6/11/09

B. Legal Sufficiency:

 Assistant County Attorney

This Contract complies with our contract review requirements.
IF project costs exceed \$1,250,000 the County shall have additional funding obligations.

C. Other Department Review:

 Department Director

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

325-010-40
PRODUCTION SUPPORT
02/09
Page 1

FPN: 423809-1-58-01	Fund: FSSE / SE / LF	FLAIR Approp: _____
Federal No: ARRA 021 B	Org Code: 55043010404	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	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 construction of the Bluegill Trail from Riverbend Park to Sandhill Crane Park 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+S+X 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.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
Page 2

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2011. 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.

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 \$ 1,500,000.00. 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:

4

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
Page 3

"(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 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:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/08
Page 4

The administration of resources awarded by the Department to the Agency 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 the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and 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 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 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a 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 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
Page 5

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have 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).
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):

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 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:

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 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:

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
Page 6

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):

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421
 - 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):

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 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).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
Page 7

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).

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.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

625-010-40
PRODUCTION SUPPORT
02/09
Page 8

as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

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. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

10

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

625-010-40
PRODUCTION SUPPORT
02/08
Page 9

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

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 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,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

625-010-40
PRODUCTION SUPPORT
02/09
Page 10

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

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:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
Page 11

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 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. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

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

13.09 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.

13.10 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.

13.11 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.

13.12 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.

13.13 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

625-010-40
PRODUCTION SUPPORT
02/09
Page 12

13.14 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 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

14

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/08
Page 13

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

AGENCY Palm Beach County

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Gerry O'Reilly, P.E.
Title: Director of Transportation Development

Attest: _____
Title: _____

Attest: _____
Title: _____

As to form:

As to form:

Attorney

District Attorney

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

15

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
 PROJECT MANAGEMENT OFFICE
 08/06
 Page

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Palm Beach County 301 N. Olive Avenue, Suite 1106 West Palm Beach, Florida 33401	FPN: 423809-1-58-01
---	------------------------

PROJECT DESCRIPTION

Name: Construction of the Bluegill Trail Length: 5.3 miles
 Termini: From Riverbend Park to Sandhill Crane Park

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning 2006-2007 2007-2008 2008-2009 Total Planning Cost			
Project Development & Environment (PD&E) 2006-2007 2007-2008 2008-2009 Total PD&E Cost			
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 2008-2009 (LF) 2008-2009 (FSSE) 2008-2009 (SE) Total Construction Cost	\$250,000.00 \$750,000.00 \$500,000.00 \$1,500,000.00	\$250,000.00 \$250,000.00 \$250,000.00	\$750,000.00 \$500,000.00 \$1,250,000.00
Construction Engineering and Inspection (CEI) 2006-2007 2007-2008 2008-2009 Total CEI Cost			
Total Construction and CEI Costs	\$1,500,000.00	\$250,000.00	\$1,250,000.00
TOTAL COST OF THE PROJECT	\$1,500,000.00	\$250,000.00	\$1,250,000.00

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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROJECT MANAGEMENT OFFICE
06/01
Page

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: \$ \$1,250,000.00 (Federal Funds) + \$250,000.00 Local Funds = \$1,500,000.00 Total.

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.

18

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
03/09
Page

EXHIBIT "S"

**2009 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
JOB REPORTING**

FPN: 423809-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation (Department) and

Palm Beach County

Dated _____

SPECIAL CONSIDERATIONS BY AGENCY:

Compliance with the 2009 American Recovery and Reinvestment Act (ARRA)

This project is subject to the criteria and conditions of the 2009 American Recovery and Reinvestment Act (ARRA). The Agency will satisfy the Federal reporting requirements for the project(s), such as the monthly employment report, for both the Contractor and Subcontractor. The Agency will provide the required information on form(s) provided by the Department in the timeframe indicated in the instructions. The Agency will ensure that the reporting requirements are included in all ARRA contracts and subcontracts.

The Agency will withhold the Contractor's progress payments, project acceptance, and final payment for failure to comply with the requirements of the 2009 ARRA.

Authority of the U.S. Comptroller General

Section 902 of the 2009 ARRA provides the U.S. Comptroller General and his representatives the authority:

1. To examine any records of the Contractor or any of its Subcontractors, or any State or Local Agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
2. To interview any officer or employee of the Contractor or any of its Subcontractors, or of any State or Local Agency administering the contract, regarding such transactions.

Accordingly, the U.S. Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the 2009 ARRA with respect to this contract, which is funded with funds made available under the 2009 ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict, in any way, any existing authority of the U.S. Comptroller General.

Authority of the U.S. Inspector General

Section 1515(a) of the 2009 ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the U.S. Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its Subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this Section shall be interpreted to limit or restrict, in any way, any existing authority of the Inspector General.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

528-010-40
PRODUCTION SUPPORT
03/99
Page

EXHIBIT "X"

PROJECT ESTIMATE AND DISBURSEMENT SCHEDULE

FPN: 423809-1-58-01

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

Dated _____

SPECIAL CONSIDERATIONS BY AGENCY:

The following paragraph replaces Section 4.00 Project Estimate and Disbursement Schedule of the Local Agency Program Agreement executed between the Department and Palm Beach County

Dated _____

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 execution of a LAP Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of a LAP Supplemental Agreement. If a LAP Supplemental Agreement is executed, copies should be forwarded to the Department's Office of Comptroller and Federal-Aid Management Office.

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

525-010-30
 CONSTRUCTION
 0900
 Page 1 of 2

DATE 4/21/09

AGENCY Palm Beach County FEDERAL-AID PROJECT NUMBER ARRA 021 B

FIN NUMBER 423809-1-58-01 STATE JOB NUMBER _____ TIP PAGE NUMBER _____

PROJECT TITLE: Construction of the Bluegill Trail

PROJECT TERMINI FROM: From Riverbend Park to Sandhill Crane Park

WORK PHASE: PLANNING ENVIRONMENTAL 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: 5/11/09

Type II Categorical Exclusion determination 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						
RAW						
CONST.	\$1,500,000.00	\$250,000.00		\$1,250,000.00	83.33	
TOTAL	\$1,500,000.00	\$250,000.00		\$1,250,000.00	83.33	

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)
 Roadway Width: _____ Number of Lanes _____
 Bridge Number(s) on Project _____
 A trail does not exist

DESCRIPTION OF PROPOSED WORK New Construction 3-R Enhancement Congestion Mitigation
 Roadway Width 10'-0" Number of Lanes 1
 Bridge Numbers(s) on Project _____

Trail and pedestrian / bike path construction

LOCAL AGENCY CONTACT PERSON Sally Channon	TITLE: Senior Environmental Manager
MAILING ADDRESS: 2300 N. Jog Road	PHONE: 561-233-2429
AGENCY Palm Beach County	ZIP CODE: 33411-2745

LOCATION AND DESIGN APPROVAL:
 BY: _____ Approving Authority
 TITLE: _____ DATE: 21

AGENCY: Palm Beach County	PROJECT TITLE: Trail and pedestrian / bike path construction	DATE: 3/23/09
------------------------------	---	------------------

ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:

An environmental determination was completed for this project.

RIGHT OF WAY AND RELOCATION:

There is no right-of-way acquisition associated with this project.

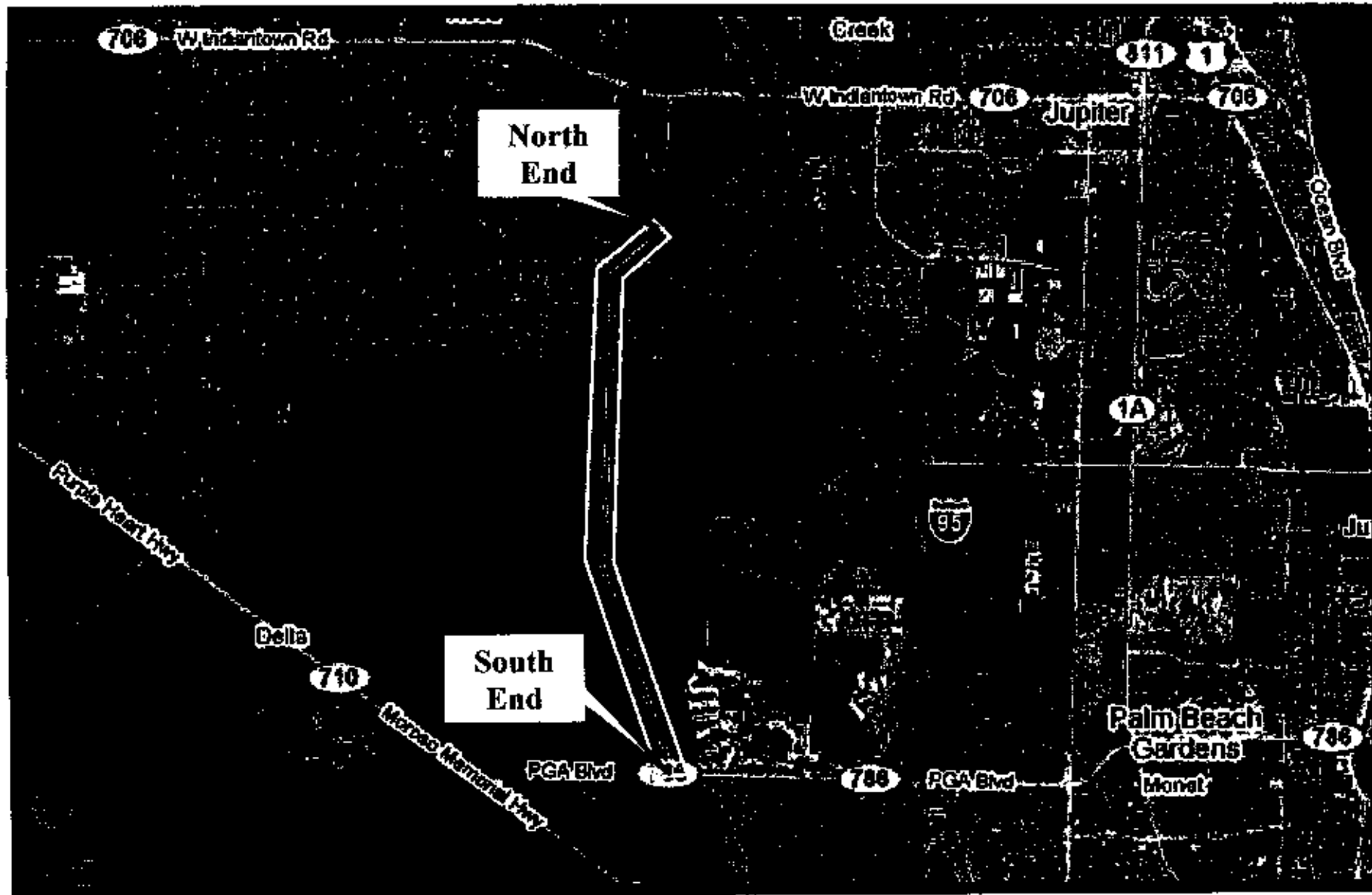
THIS PROJECT HAS BEEN REVIEWED BY THE LEGISLATIVE BODY OF THE ADMINISTRATION AGENCY OR AGENCIES, OR IT'S DESIGNEE, AND IS NOT INCONSISTANT WITH THE AGENCY'S COMPREHENSIVE PLAN FOR COMMUNITY DEVELOPMENT.

AGENCY: _____

DATE: _____

By: _____
(Mayor / Chairman)

423809-1-58-01 Riverbend Park to Sandhill Crane Park Connector Trail



W LOCATION MAP – 5.57 Miles – Sandhill Crane Park to Riverbend Park

LOCAL AGENCY PROGRAM (LAP)

TYPE 1 OR PROGRAMMATIC CATEGORICAL EXCLUSION CHECKLIST

FM#: 423809-1-58-01
 Agency: Palm Beach County Department of Environmental Resources Management
 County: Palm Beach County

Project Description: This project is known as Bluegill Trail. It is a 5.3 mile long, 10' wide shared use (pedestrian/bicycle) hardened trail. It will be constructed on top of an existing canal bank of the C-18 canal in Palm Beach County crossing from one side of the canal to the other on an existing concrete bridge at the north end of the trail. The northern project limit abuts the boundary of Palm Beach County Riverbend Park in the Town of Jupiter. This park will serve as the northern trailhead. The southern project limit abuts the boundary of the City of Palm Beach Gardens Sandhill Crane Access Park, which will serve as the southern trailhead. The construction work consists of slightly reshaping the upper level contour of the eastern canal bank in six places to add slight curves to the trail, adding a switch back to the western bank of the canal adjacent the bridge, adding crushed aggregate to form a hardened trail surface that is fully ADA compliant, building a chiksee shade shelter and adding trail signage. Some shade and landscape trees have already been planted, additional native plantings will be provided as funds become available. The project is a Type 1 Categorical Exclusion with each of the proposed components of the project meeting one of the following criteria as established under 23 CFR 771.117(c): construction of bicycle and pedestrian lanes, paths, and facilities; or landscaping; or installation of signs and small passenger shelters where no substantial land acquisition or traffic disruption will occur.

IMPORTANT If the answer to any of these questions is No, then a Type 1 Programmatic Categorical exclusion does not Apply.

- | YES | NO | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Are the impacts to local traffic patterns, property access, community cohesiveness, planned community growth or land use patterns not adverse? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Are all air, noise and water quality impacts negligible or non-existent? |
| <input type="checkbox"/> | <input type="checkbox"/> | If there is wetland involvement, does it qualify for either Nationwide or General Permit? |
| <input type="checkbox"/> | <input type="checkbox"/> | Can the project proceed without a U.S. Coast Guard Permit? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are any or all floodplain encroachments not significant in accordance with Part 2, Chapter 24 of PD&E Manual? |
| <input type="checkbox"/> | <input type="checkbox"/> | http://www.dot.state.fl.us/emo/pubs/pdeman/pdeman.htm |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will endangered and threatened species and their critical habitats remain unaffected? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Is there no right-of-way or an insignificant amount of right-of-way required for the project? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are the residential or business relocations for the project not significant? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Is Section 4(f) not applicable to the project? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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" been given? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the Contamination involvement not significant? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | The project does not require public hearing or an opportunity for a public hearing? |

FOOT-District 4

Program Management Office

24

RECEIVED

APR 7 2009

ATTACHMENT C
FM# 423809-1-58-01

TYPE 1 AND PROGRAMMATIC CATEGORICAL EXCLUSION CHECKLIST continued

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:

YES NO

YES NO

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 the FTA Agency Operating Agreement executed on February 12, 2003.

This project is a Type 1 Categorical Exclusion under (23 CFR 771.117 c) effective November 27, 1987.

Agency Concurrence: Richard E. Walsby Date: 4/23/09

LAP Administrator: Barbara Handrahan Date: 5/11/09

FDOT Concurrence: Ann Broadwell Date: 5/6/09
District 4 Environmental Administrator

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION

075-206-05
RIGHT OF WAY
0907

RAW ITEM/SEGMENT NO.: FM#423809-5-68-01 MANAGING DISTRICT: IV
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO. (Construction): _____ DESCRIPTION: Bluegill Trail (Riverbend
COUNTY: Palm Beach to Sandhill Crane Connector C-18)
LETTING DATE: _____ bike/ped trail on east levee of SFWMD C-18
canal

The undersigned hereby certifies as follows:

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

Acquisition

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

Relocation

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

Demolition

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

Asbestos Abatement

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

Submitted by Local Agency: Richard E. Wadley, Director 4/6/09
Title: _____ Date: _____

Certified by: C. Balogh 4/23/09 26
Title: _____ Date: _____

H-21-09/VN Title: _____

ADDITIONAL STATEMENT – Local Agency Program

No Additional Right of Way Required

RAW ITEM/SEGMENT NO.: FM#423809-1-98-01

STATE ROAD: NA

CONST. ITEM SEGMENT NO.: _____

DESCRIPTION: Bluegill Trail (Riverbend to

F.A.P. NO.: _____

Sandhill Crane Connector C-18) bike/ped trail

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.

Richard E. Walsky
SIGNATURE

4/9/09
DATE

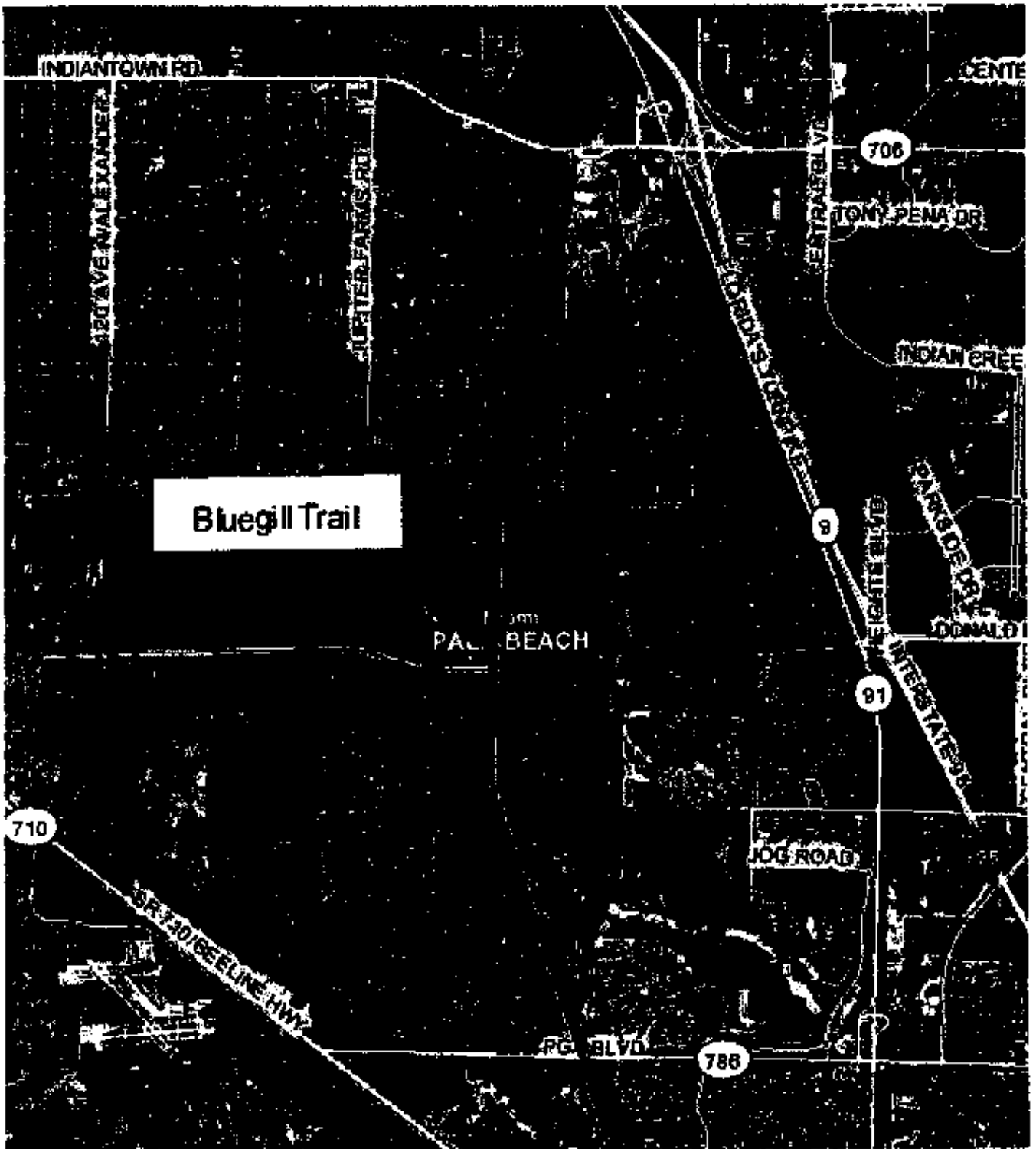
Richard E. Walsky
NAME (Printed)

Title: Director

Agency: Environmental Resources Management

FPID 423809.1

Bluegill Trail from Riverbend Park to Sandhill Crane Park



PROJECTED (BASED ON 1987-88)

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

Local/County Government					
State Government					
Federal Government					
Non-Profit					
Private Business					
Retirement					
Education					
Healthcare					
Transportation					
Energy					
Technology					
Finance					
Telecommunications					
Other					
Government					
Non-Government					
Public					
Private					
Local/County Government					
State Government					
Federal Government					
Non-Profit					
Private Business					
Retirement					
Education					
Healthcare					
Transportation					
Energy					
Technology					
Finance					
Telecommunications					
Other					

Requirement	Reference	Met or Not	Met or Not	Met or Not	Met or Not	Met or Not	Met or Not	Met or Not	Met or Not	Met or Not	Met or Not	Met or Not	Met or Not	Met or Not	Met or Not	Met or Not	Met or Not	Met or Not		
15. FISMA Form 1270	25 CFR 633	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
16. Database Damage	25 CFR 636.127	Yes	Yes	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
17. Local Police Protection	25 CFR 636.127	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
18. Database Corruption	25 CFR 63	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Requirement	Reference	Yes	No	Partial	Not Applicable	Level Agency Responsibility	Records Management Requirements	Records Management (Continued)	Level Agency Index	FOIA Privacy Index
18. District of Columbia Department of Education (or its successor agency)	23 CFR 636.104 & 636.105 25 CFR 114(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Level Agency responsibility for projects and the records created by the Bureau of Education for the Deaf, as approved by the BIA.	Records are maintained in compliance with the National Archives and Records Administration (NARA) standards.	From instructions in BIA-25-114(a) and BIA-25-114(b).	A	
19. Non-Federal Government	23 CFR 636.105	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The records of the Bureau of Education for the Deaf, as approved by the BIA.	Records are maintained in compliance with the National Archives and Records Administration (NARA) standards.	From instructions in BIA-25-114(a) and BIA-25-114(b).	A	
20. Non-Federal Government	23 CFR 636.105	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The records of the Bureau of Education for the Deaf, as approved by the BIA.	Records are maintained in compliance with the National Archives and Records Administration (NARA) standards.	From instructions in BIA-25-114(a) and BIA-25-114(b).	A	
21. Non-Federal Government	23 CFR 636.105	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The records of the Bureau of Education for the Deaf, as approved by the BIA.	Records are maintained in compliance with the National Archives and Records Administration (NARA) standards.	From instructions in BIA-25-114(a) and BIA-25-114(b).	A	

5010-108
 Acquisition Strategy
 10/1/01

Requirement	Reference	Yes	No	Yes	No	Yes	No	Yes	No	Local Agency Responsibility	Other Agency Requirements	Agency Contracting Requirements	Local Agency Issues	Other Agency Issues
24. Primary Acquisition Method: Minimum Wage	23 CFR 101-11.6 23 CFR 101-11.7 23 CFR 101-11.8	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Private Small Drive (SOS) (SOS) in the contract. Current wage information is available. Minimum wage information is available. Minimum wage information is available.	Private Small Drive (SOS) (SOS) in the contract. Current wage information is available. Minimum wage information is available. Minimum wage information is available.	Private Small Drive (SOS) (SOS) in the contract. Current wage information is available. Minimum wage information is available. Minimum wage information is available.	<i>CP</i>	<i>MS</i>
25. Primary Acquisition Method: Other	23 CFR 101-11.6 23 CFR 101-11.7	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Private Small Drive (SOS) (SOS) in the contract. Current wage information is available. Minimum wage information is available. Minimum wage information is available.	Private Small Drive (SOS) (SOS) in the contract. Current wage information is available. Minimum wage information is available. Minimum wage information is available.	Private Small Drive (SOS) (SOS) in the contract. Current wage information is available. Minimum wage information is available. Minimum wage information is available.	<i>CP</i>	<i>MS</i>
26. Primary Acquisition Method: Other	23 CFR 101-11.6 23 CFR 101-11.7	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Private Small Drive (SOS) (SOS) in the contract. Current wage information is available. Minimum wage information is available. Minimum wage information is available.	Private Small Drive (SOS) (SOS) in the contract. Current wage information is available. Minimum wage information is available. Minimum wage information is available.	Private Small Drive (SOS) (SOS) in the contract. Current wage information is available. Minimum wage information is available. Minimum wage information is available.	<i>CP</i>	<i>MS</i>
27. Primary Acquisition Method: Other	23 CFR 101-11.6 23 CFR 101-11.7	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Private Small Drive (SOS) (SOS) in the contract. Current wage information is available. Minimum wage information is available. Minimum wage information is available.	Private Small Drive (SOS) (SOS) in the contract. Current wage information is available. Minimum wage information is available. Minimum wage information is available.	Private Small Drive (SOS) (SOS) in the contract. Current wage information is available. Minimum wage information is available. Minimum wage information is available.	<i>CP</i>	<i>MS</i>

Requirement	Reference	Met	Met with	Met with	Met with	Local Agency Responsibility	Disables	Responsible	Local Agency	POST
20. Records Retention	41 CFR 101-11.6 25 CFR 16.42 18 AAC 37.004 EOM 1278 Item V.2	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	Direct records retention schedule compliance with the retention of complete and accurate records with the agency. All records are maintained in accordance with the retention schedule.	Records retention schedule compliance.	Records retention schedule compliance.	Records retention schedule compliance.	Records retention schedule compliance.
21. Safety Control	49 CFR 19.20	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	Do not apply.	Records retention schedule compliance.	Records retention schedule compliance.	Records retention schedule compliance.	Records retention schedule compliance.
22. Safety Control	25 CFR 85.016	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	Do not apply.	Records retention schedule compliance.	Records retention schedule compliance.	Records retention schedule compliance.	Records retention schedule compliance.
23. Safety Control	25 CFR 85.016	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	Do not apply.	Records retention schedule compliance.	Records retention schedule compliance.	Records retention schedule compliance.	Records retention schedule compliance.
24. Safety Control	25 CFR 85.016	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	Do not apply.	Records retention schedule compliance.	Records retention schedule compliance.	Records retention schedule compliance.	Records retention schedule compliance.
25. Safety Control	25 CFR 85.016	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	Do not apply.	Records retention schedule compliance.	Records retention schedule compliance.	Records retention schedule compliance.	Records retention schedule compliance.

Approved
Date: _____
Name: _____

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

[Signature] _____
Deputy Director

[Signature] _____
City Engineer

Design and Construction Professional: I hereby certify that the above mentioned LAF project documents contain the provisions set forth in this checklist.

[Signature] _____
City Engineer

[Signature] _____
City Engineer

Contract Office Signature: _____
Contract Office Signature

[Signature] _____
SHARAD ADARSH

[Signature] _____
Date: 5/1/09

Federal Requirements LAP Checklist for Administrative Operations

Local Agency: Palm Beach County Engineering and Public Works County: Palm Beach Municipality: Palm Beach County

Requirement	Reference	Local Agency Responsibility	District Monitoring Responsibilities	Reference	Local Agency Check	District Check (FDOT)
1a. Advertising for Bids	23 CFR 635.112(d) (c) (f) (g) (h), 49 CFR 18.36	<p>The Local Agency shall advertise authorized projects a minimum of 3 weeks and make available approved plans and specifications to bidders during the advertising period.</p> <p>Approval shall be obtained by the Local Agency prior to issuing any addenda which contain a major change to the approved plans or specifications during the advertising period.</p> <p>The Local Agency shall develop a process specifically for Design Build projects that includes the solicitation for proposals including the submission, modification, revision and withdrawal of proposals.</p>	<p>Review Local Agency procedures, guidelines, policies, etc.</p> <p>Provide procedures, guidelines and or policies that reflect Advertising for bid process.</p> <p>Provide sample advertisement to FDOT showing advertising begin date and advertising end date.</p> <p>Agency can only use FDOT Federally approved Design Build Process.</p> <p>www.dot.state.fl.us/construction</p> <p>See page 105 of CACC manual.</p>	<p>Section A (Attached) Section B (Attached)</p> <p>Section C (Attached)</p> <p>Palm Beach County does not currently employ the design build process on any of its roadway projects.</p>	X	✓
					X	✓
					N/A	

42

Requirement	Reference	Local Agency Responsibility	District Monitoring Responsibilities	Reference	Local Agency Check	District Check (FDOT)
2a. Bid Opening and Tabulation	23 CFR 635.113(a)	<p>The Local Agency shall publicly open and announce either item by item or by total amount all bids received in accordance with the terms of the advertisement. Any bid received and not read aloud, shall have the name of the bidder and the reason for not reading the bid aloud publicly announced at the letting.</p> <p>The Local Agency shall forward Tabulations of bids certified by a responsible official to FDOT. The tabulation shall show: (1) Bid item details for at least the low three acceptable bids and (2) The total amounts of all other acceptable bids.</p> <p>The Local Agency shall develop a process specifically for Design Build projects that includes the handling of proposals and information.</p>	<p>Review Local Agency procedures, guidelines, policies, etc.</p> <p>Provide procedures, guidelines and or policies that reflect bid opening and tabulation process for Agency.</p> <p>Provide sample notice of bid opening announcement</p> <p>Provide sample bid tabulation data listing all bids and estimates received.</p> <p>Agency can only use FDOT Federally approved Design Build Process.</p> <p>www.dot.state.fl.us/construction</p> <p>See page 107 of CACC manual.</p>	<p>Section A (Attached)</p> <p>Section D (Attached)</p> <p>Section C (Attached) Pages 6 & 11</p> <p>Section E (Attached)</p> <p>Palm Beach County does not currently employ the design build process on any of its roadway projects.</p>	X	✓
					X	✓
					X	✓
					N/A	

3/9/2006 3:40:26 PM

Requirement	Reference	Local Agency Responsibility	District Monitoring Responsibilities	Reference	Local Agency Check	District Check (FDOT)
3a. Bid Analysis and Award of Contract	23 CFR 635.114	<p>The Local Agency shall examine the unit bid prices of the apparent low bid for reasonable conformance with the engineer's estimate. A written process should be in place for documenting the analysis of bids, determining unbalanced and non-responsive bids, identification of non-responsible bidders and the Local Agency's award/reject recommendation.</p> <p>The Local Agency shall award contracts solely on the basis of the lowest responsive bid submitted by a bidder meeting the criteria of responsibility with the prior approval of FDOT.</p> <p>The Local Agency shall develop a process specifically for Design Build projects that includes the review and evaluation of proposals and the method of announcing the successful proposal.</p>	<p>Review Local Agency procedures, guidelines, policies, etc.</p> <p>Provide procedures, guidelines and policies that reflect bid analysis and award of contract process for Agency.</p> <p>Provide sample bid analysis documentation. Bid analysis is the basis for justifying contract award or rejection of the bid.</p> <p>Provide process for prequalifying a contractor. All projects on the State Highway system must use a pre-qualified FDOT consultant. http://infonet.dot.state.fl.us/contracts/administration/</p> <p>Federal aid contracts shall be awarded only on the basis of the lowest responsive bid submitted by a bidder meeting the criteria of responsibility. See page 111 of CACC manual.</p>	<p>Section A (Attached) Section D (Attached) Section F (Attached)</p> <p>Section F (Attached)</p> <p>Palm Beach County does not currently pre-qualify Contractors. Palm Beach County does not have jurisdiction over any SHS roadways.</p> <p>Section A (Attached) Section D (Attached) Section F (Attached)</p> <p>Palm Beach County does not currently employ the design build process on any of its roadway projects.</p>	X	✓
4a. Contract time	23 CFR 635.121	<p>Provide procedures to be used. May use section 1.2.7 of FDOT CPAM as guide.</p>	<p>Review Local Agency procedures, guidelines, policies, etc.</p> <p>Provide procedures, guidelines and policies that reflect contract time policy. http://www.dot.state.fl.us/construction/transportation/CPAM70000000/CPAM70000000.htm</p>	<p>Section G (Attached) Rates of production are based on data from past projects.</p>	X	✓

44

3/9/2006 3:40:26 PM

Requirement	Reference	Local Agency Responsibility	District Monitoring Responsibilities	Reference	Local Agency Check	District Check (FDOT)
5a. Engineer's Estimate	23 CFR 630B	if the project is on the NHS the Local Agency must follow FDOT's method of estimating.	Review documents to make sure a valid estimate was done for NHS projects. http://www.dot.state.fl.us/construction/Publications/Manuals/Main.htm http://www.dot.state.fl.us/estimates/ See page 92 of CACC manual.	Palm Beach County does not have jurisdiction over any NHS roadways, and therefore does not have any planned projects involving an NHS roadway.	N/A	
6a. Project Supervision and Staffing	23 CFR 635.105	Outline procedures to ensure compliance with plans and specifications. Must have a full time employee in responsible charge of the project (name and title)	Review Local Agency procedures, guidelines, policies, etc. Provide FDOT resumes of key staff (personnel that will be responsible for overseeing contractors). Provide FDOT with sample field review reports used to identify the projects progress. See page 117 of CACC manual.	Section H (Attached) Section I (Attached) Section J (Attached)	X X X	✓ ✓ ✓
7a. Warranty clauses	23 CFR 635.413	Provide FDOT with procedures to be used and include FDOT approved procedures in bid documents.	Review Local Agency procedures, guidelines, policies, etc. Provide procedures, guidelines and or policies that reflect warranty clauses contract process for Agency. See page 162 of CACC manual.	Section B (Attached) Page GP-5	X	✓

45

Local Agency: I hereby certify that the above mentioned Administration Operations contain the provisions set forth in this checklist.

Tanya N. McConnell
Signature

Deputy County Engineer
Position Title

Tanya N. McConnell
Name (Printed)

3/16/06
Date

District LAP Administrator/Designee: I hereby certify that the above mentioned Administration Operations contain the provisions set forth in this checklist.

Barbara Handrahan
Signature

D4 LAP Administrator
Position Title

Barbara Handrahan
Name (Printed)

7-24-06
Date

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

Dennis K. Fillon
Signature

State LAP Administrator
Position Title

Dennis K. Fillon
Name (Printed)

8/3/06
Date

1/6

Grabloski, Ron

From: Patel, Renuka
Sent: Wednesday, June 10, 2009 9:21 AM
To: Holmes, Ronald E.
Cc: Grabloski, Ron
Subject: FUNDS APPROVAL/REVIEW FOR CONTRACT API77

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #API77 Contract Type: AK Method of Procurement: G
Vendor Name: PALM BEACH COUNT
Vendor ID: VF596000785043
Beginning date of this Agmt: 06/01/09
Ending date of this Agmt: 12/31/11
Contract Total/Budgetary Ceiling: ct = \$1,250,000.00

Description:
Blue Gill Trail

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

Action: ORIGINAL Funds have been: APPROVED

55 043010404 *OM *790092 * 500000.00 *42380915801 *215 *
2009 *55150200 *088717/09
0001 *00 * *0001/04

Action: ORIGINAL Funds have been: APPROVED

55 043010404 *OM *563022 * 750000.00 *42380915801 *215 *
2009 *55150200 *088825/09
0001 *01 * *0002/04

TOTAL AMOUNT: *\$ 1,250,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 06/02/2009

47

2009 -

1140

BGEX - 380 - 042809*1608
BGRV - 380 - 042809*613

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

Fund 3654 Environmental Capital Projects Fund

ACCOUNT NAME AND NUMBER	ORIGINAL	CURRENT	INCREASE	DECREASE	ADJUSTED ENCUMBERED	REMAINING
	BUDGET	BUDGET			BUDGET / Expended	
					4/24/2009	
REVENUES						
381-E458 - Bluegill Trail (NENA) 3138 - Federal Grant Indirect - Phys Envir	0	0	1,250,000	0	1,250,000	
TOTAL RECEIPTS & BALANCES	0	28,363,307	1,250,000	0	23,613,307	
EXPENDITURES						
381-E458 - Bluegill Trail (NENA) 6505- Design/Eng/Mgmt	0	0	250,000	0	250,000	250,000
381-E458 - Bluegill Trail (NENA) 6504 - IOTB Non Infrastructure	0	0	1,000,000	0	1,000,000	1,000,000
TOTAL APPROPRIATIONS & EXPENDITURES	0	28,363,307	1,250,000	0	23,613,307	

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

Richard E. Wainwright 5/27/09
[Signature] 6/10/09

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF
June 16, 2009
Deputy Clerk to the
Board of County Commissioners

[Signature] 6/11/09
[Signature] 6/11/09

46