

Agenda Item #: 3-C-8

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 8, 2010

☒ Consent
☐ Workshop

☐ Regular
☐ Public Hearing

Department:

Submitted By: Engineering & Public Works
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: A Resolution to approve Amendment Number Two to the Transportation Regional Incentive Program (TRIP) Agreement approved on June 5, 2007, (R-2007-0837) with the State of Florida Department of Transportation (FDOT) for the West Atlantic Avenue project from west of Lyons Road to Starkey Road (Project).

SUMMARY: Approval of this Amendment will add environmental contamination and remediation services (Environmental Services) to the Project, thereby making Environmental Services eligible for reimbursement in accordance with the terms and conditions of the TRIP Agreement.

District 5 (MRE)

Background and Justification: The Project will reconstruct an existing two-lane roadway to a four-lane divided roadway. The TRIP Agreement R-2007-0837 in the amount of \$6,286,595 for the construction of the Project was approved by the Board of County Commissioners on June 5, 2007. Amendment Number One R-2009-0524 extended the expiration date of the TRIP Agreement from June 30, 2009 to June 30, 2011. This Amendment will include environmental contamination and remediation services in the TRIP Agreement and FDOT will reimburse Palm Beach County for half of its expenditures.

Attachments:

1. Location Sketch
2. TRIP Amendment Number Two (7 originals)
3. TRIP Agreement
4. TRIP Amendment Number One
5. Resolution (7 originals)

Recommended by: *[Signature]*

Division Director

Date

5/11/10 [Signature]

Approved By: *[Signature]*

County Engineer

Date

5/19/10

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	* \$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____

Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

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

* This item has no fiscal impact. Adjustments to agreement are limited to the scope of what is eligible for reimbursement.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

* Fiscal impact is indeterminate at this time.

OFMB Fiscal
5-24-10
2/2/10

Contract Dev. and Control
5/26/10

B. Approved as to Form
and Legal Sufficiency:

This amendment complies with
our review requirements.

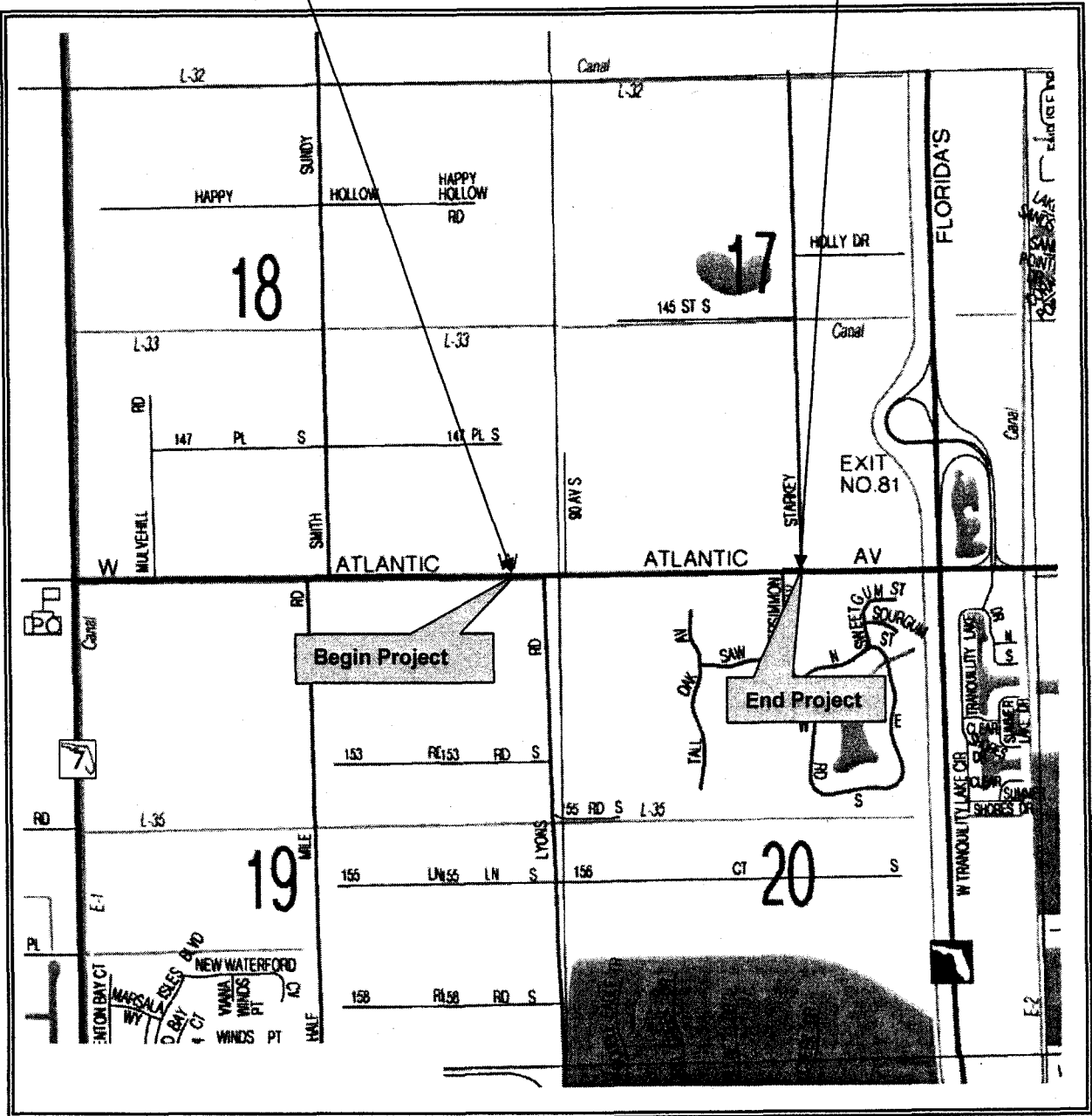
 6/1/10
Assistant County Attorney

C. Other Department Review:

Department Director

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

PROJECT LOCATION
SR 806/ ATLANTIC AVENUE
W. OF LYONS ROAD TO STARKEY ROAD
PALM BEACH COUNTY PROJECT #2004602



LOCATION MAP

DUNS No.: 07-847-0481; 07-997-409
CSFA No.: 55.026

Contract No.: AOU-42
FM No: 229658-3-58-01
Vendor No: VF 596-000-785

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
PALM BEACH COUNTY
TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT
AMENDMENT NUMBER TWO

THIS AMENDMENT, made and entered into this _____ day of _____, 20____, 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, 2300 North Jog Road, West Palm Beach, Florida 33411, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, on July 18, 2007, the parties entered into a Transportation Regional Incentive Program Agreement, hereinafter referred to as the AGREEMENT, wherein the COUNTY agreed to provide certain improvements in connection with Financial Management (FM) No. 229658-3-58-01 for the Construction and Construction Engineering Inspection (CEI) Services of the SR-806/Atlantic Avenue from 1300 feet west of Lyons Road to Starkey Road and hereinafter referred to as the Project; and,

WHEREAS, the parties amended the Agreement on April 29, 2009 (AMENDMENT NUMBER ONE); and,

WHEREAS, the parties desire to further amend the Agreement; and,

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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to further amend that certain Transportation Regional Incentive Program Agreement dated July 18, 2007, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. This amendment adds environmental contamination and remediation services to the Agreement. The County shall utilize the Department's vendor (under contract number BDO78) WRS Infrastructure and Environmental, Inc. (the "Vendor") for environmental contamination and remediation services which are deemed necessary, by the COUNTY and the DEPARTMENT, in order to aide in the completion of the Project.
3. The COUNTY and the DEPARTMENT agree to share the cost of the environmental contamination and remediation services needed for this project. The COUNTY agrees to provide one-half (1/2) of the PROJECT expenditures and the DEPARTMENT agrees to provide the other one-half (1/2).

4. The Scope of work will include de-contamination and hazardous contamination work on the section of the Lake Worth Drainage District (LWDD) canal along SR-806/Atlantic Avenue from 1300 feet west of Lyons Road to Starkey Road. For a more detailed Scope of work for environmental contamination and remediation services possibly to be rendered, refer to **Exhibit A** of this Amendment, attached hereto and made apart hereof.
5. The contractual rates for Contract No. BD-078 are added to the Agreement. The unit rates shown in **Exhibit B** of this Amendment, which is attached hereto and a made a part hereof are to be utilized by the COUNTY, when it has been determined by the COUNTY and the DEPARTMENT that environmental contamination and remediation services are needed. The COUNTY shall not deviate from the rates established in **Exhibit B** attached hereto and made apart hereof. In the event the COUNTY deviates from the rates set forth in **Exhibit B**, the COUNTY'S invoice will not be paid by the DEPARTMENT.

All provisions, covenants, terms and conditions of the AGREEMENT between the parties theretofore entered into of July 18, 2007 and amended on April 29, 2009, as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

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

PALM BEACH COUNTY, Florida, A
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: CHAIR
_____ day of _____, 20____

BY: _____
GERRY O'REILLY, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:
SHARON R. BOCK

LEGAL REVIEW:

CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED:

BY: _____
COUNTY ATTORNEY

BY: _____
PROFESSIONAL SERVICES ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

BY: ²²⁴~~HB~~ Ornela A. Fernandez

EXHIBIT A
SCOPE OF SERVICES
DISTRICTWIDE CONTAMINATION AND REMEDIATION SERVICES

SERVICES REQUIRED OF THE VENDOR

The Vendor shall provide any of the following work hereinafter set forth, if and when required by the Department.

1. Prepare Contamination Assessment Plans (CAP), conduct Contamination Assessments and prepare the associated report (CAR), prepare and implement Remedial Action Plans (RAP), and be prepared to discuss and define each element with the Department , and any other interested party, at the direction of the Department. The required services shall follow Chapter 376, FS, Rule 62-770, F.A.C., or current applicable Florida Department of Environmental Protection (FDEP) or United States Environmental Protection Agency (USEPA) regulations.
2. Prepare and/or review Contamination Screening Evaluation Reports in accordance with the Project Development and Environmental Guidelines, Part II, Chapter 22 and as directed by the Department.
3. Monitor, sample, analyze, neutralize, decontaminate, assess, document, and/or cleanup of any material, spill, leak, release, or condition caused by any material, hazardous waste, contaminated or hazardous material and/or substance, regulated substance, or unknown substance, including petroleum products, as such need arises upon request by the Department.
4. Excavate, transport, and dispose of any material in accordance with all local, State, and Federal ordinances, rules, regulation and laws. Vendor shall perform all analytical testing required to dispose of the materials as well as facilitate the consequent disposal of the material. In the event a temporary storage area is required to "store" the material, the Vendor shall arrange for the temporary storage area until final disposal arrangements are made and the final disposal of the material is accomplished. The Department's right of way for use as a temporary storage area will be evaluated by the Department for review and written approval or disapproval, on a case-by-case basis.
5. Comply with current Local, State, and Federal laws, rules, regulation and codes whenever State work is being performed. All permits and licenses required for this contract will be obtained by the Vendor and maintained for the duration of the contract. Prepare all documentation, where required by applicable Local, State, and Federal laws, rules, regulations and codes and as directed by the Department.

6. The Vendor shall own, subcontract or have immediate access to all equipment listed in the Price Proposal.
7. Utilize personnel trained and experienced in the following fields and sciences: civil engineering; geology; chemistry; biology; toxicology; microbiology; hydrology; chemical environmental and mechanical engineering; heavy equipment operation; roadway construction; and contaminated or hazardous materials safety. Experience in the fields of contaminated or hazardous materials sampling, analysis, transportation and disposal, contaminated or hazardous materials and petroleum spill cleanup, site restoration, environmental audits, soil and groundwater remediation, and underground tanks (UST) and aboveground tanks (AST) services is required.
8. Furnish the Department with records and reports covering each assignment. Such records and reports shall be furnished at a frequency and will be of the type and form directed by the Department and, where applicable, will also be acceptable to the appropriate regulatory agency or authority. Electronic reports shall be provided in the current Department's software format as needed. The current Department's software is: Microstation, Microsoft Office, and Arc View.
9. All sampling and analytical laboratory services must be conducted in accordance with the Vendor FDEP approved Quality Assurance/Quality Control (QA/QC) Plan. The Department shall be provided with a copy of the Vendor approved QA/QC Plan.
10. Perform as required, those activities associated with the site preparation , clearing and grubbing, removal of USTs/ASTs, pressure testing of USTs/ASTs, removal of hydraulic lifts, conduct asbestos and/or lead surveys and abatement for facilities located within District Four, demolition incidental to environmental activities, construction or installation of concrete pavement; removal, relocation, or replacement of underground utilities, (i.e. storm drainage systems, water mains, sewer mains, etc.) the installation and operation of dewatering systems to facilitate installation of such underground utilities; installation of sheet pile to create cofferdams or barriers for the installation of certain construction features in dry conditions; or any other activity required in a construction project that must be accomplished when either contaminated or hazardous soil and/or groundwater has been identified in the immediate area and must be remediated whether prior to or concurrent with the construction project.
11. Work on underground and aboveground storage tanks may include but is not limited to, propane tanks, grease traps, chlorine tanks, and petroleum tanks.
12. Any work performed as stated above will be governed by the 2010 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
13. Vendor may utilize company personnel or subcontractors to complete required construction work.

14. Replacement of the Project Manager or Contract Manager from the Project will require the County's prior written approval. Without this prior written approval, by the County, the Vendor will be considered in default.
15. Vendor personnel or subcontractor(s) designated to complete the required construction shall possess a working knowledge of Department specifications and requirements and a demonstrated record of successfully completed construction work of similar type(s) and description(s).
16. Requests to subcontract any portion of the work must be submitted to the County and a subcontractor may perform no work without the prior written authorization from the Department.

**Fair Market Rate
ENVIRONMENTAL SERVICE RATES**

No.	Direct Labor* Classifications	Straight Rate
1-1	Principle / Corporate Manager	<u>\$1.00</u>
1-2	Project Manager / Contract Manager	<u>\$90.00</u>
1-3	Senior - Engineer, P.E. / Geologist, P.G.	<u>\$85.00</u>
1-4	Senior - Hydrogeologist / Scientist	<u>\$82.50</u>
1-5	Project - Engineer / Geologist / Scientist	<u>\$70.00</u>
1-6	Staff - Engineer / Geologist / Scientist	<u>\$60.00</u>
1-7	Certified Industrial Hygienist	<u>\$95.00</u>
1-8	Industrial Hygienist	<u>\$60.00</u>
1-9	Accountant, Financial Manager, CPA	<u>\$45.00</u>
1-10	Word Processor	<u>\$40.00</u>
1-11	Drafts Person/CADD Tech/GIS Tech	<u>\$50.00</u>
1-12	Field Health & Safety Officer	<u>\$60.00</u>
1-13	Field Foreman	<u>\$65.00</u>
1-14	Field Technician	<u>\$45.00</u>
1-15	Equipment Operator	<u>\$50.00</u>
1-16	Laborer	<u>\$40.00</u>

*Hourly Rates to include all add-ons (such as overhead, fringe benefits, operating margin, etc.).

Fair Market Rate
ENVIRONMENTAL SERVICE RATES
NON-LABOR

No.	Heavy Equipment**	Daily Rate	Weekly Rate	Monthly Rate
2-1	Pickup Truck/Van	\$75.00	\$300.00	\$900.00
2-2	Automobile	\$45.00	\$180.00	\$530.00
2-3	Up to One-ton Truck	\$75.00	\$300.00	\$975.00
2-4	≥ One Ton to Two-ton Truck	\$110.00	\$440.00	\$1,500.00
2-5	Emergency Response Truck	\$75.00	\$300.00	\$900.00
2-6	Water Truck	\$400.00	\$1,500.00	\$3,500.00
2-7	Combination Backhoe 60-79 hp	\$250.00	\$680.00	\$1,700.00
2-8	Combination Backhoe 80-99 hp	\$275.00	\$750.00	\$1,850.00
2-9	Combination Backhoe 100+ hp	\$250.00	\$680.00	\$1,700.00
2-10	Excavator under 3/4 cu. yd bucket	\$775.00	\$3,100.00	\$9,300.00
2-11	Excavator 3/4 cu.yd to 1 1/2 cu. yd bucket	\$800.00	\$1,750.00	\$4,995.00
2-12	Excavator ≥ 1 1/2 cu.yd bucket or 50' long arm	\$1,400.00	\$2,300.00	\$6,500.00
2-13	Bulldozer 60-79 hp	\$450.00	\$1,400.00	\$3,400.00
2-14	Bulldozer 80-99 hp	\$530.00	\$1,600.00	\$3,850.00
2-15	Bulldozer 100+ hp	\$530.00	\$1,600.00	\$3,850.00
2-16	Loader (Rubber Tire) under 3 cu. yd bucket	\$500.00	\$1,400.00	\$3,950.00
2-17	Loader (Rubber Tire) 3 to 4 cu.yd bucket	\$625.00	\$1,750.00	\$4,050.00
2-18	Loader (Rubber Tire) over 4 cu.yd bucket	\$800.00	\$2,150.00	\$5,400.00
2-19	Motor Grader up to 12 ft blade	\$285.00	\$1,200.00	\$4,200.00
2-20	Motor Grader ≥ 12 ft blade up to 14 ft blade	\$300.00	\$1,450.00	\$4,350.00
2-21	Trench Compactor/ tamper	\$55.00	\$230.00	\$700.00
2-22	Vibry Roller	\$260.00	\$750.00	\$1,950.00
2-23	All Terrain Forklift 2-5 ton	\$245.00	\$700.00	\$1,960.00
2-24	Crane 10-50 ton	\$900.00	\$3,000.00	\$3,000.00
2-25	Crane 51-90 ton	\$1,000.00	\$4,000.00	\$4,000.00
2-26	Crane 91+ ton	\$2,800.00	\$8,000.00	\$8,000.00
2-27	Vac-Truck (liquid)	\$430.00	\$2,150.00	\$8,790.00
2-28	Vac-Con (solid)	\$800.00	\$4,000.00	\$15,900.00

**Price of equipment shall include all costs to operate and maintain. All mileage and fuel to be included in the price of equipment.

Fair Market Rate
ENVIRONMENTAL SERVICE RATES
NON-LABOR

No. Field Analytical Equipment	Daily Rate	Weekly Rate	Monthly Rate
3-1 Portable Flame Ionization Detector (FID)/Organic Vapor Analyzer (OVA)	<u>30</u>	<u>150</u>	<u>600</u>
3-2 Thermometer, pH, Conductivity Meter	<u>10</u>	<u>40</u>	<u>160</u>
3-3 Multi-parameter Meter	<u>10</u>	<u>40</u>	<u>150</u>
3-4 Explosimeter	<u>10</u>	<u>40</u>	<u>160</u>
3-5 TRPH soil tester (Petroflag)	<u>10</u>	<u>40</u>	<u>150</u>
3-6 Total Organic Carbon Analyzer	<u>10</u>	<u>40</u>	<u>150</u>
3-7 Flash Point Analyzer	<u>10</u>	<u>40</u>	<u>150</u>
3-8 Head Space Analyzer, Purge and Trap	<u>5</u>	<u>20</u>	<u>75</u>
3-9 Dwyer Meter	<u>5</u>	<u>10</u>	<u>40</u>
3-10 Draeger Air Monitoring, Detection Pump	<u>15</u>	<u>45</u>	<u>100</u>
3-11 Ground Penetrating Radar Survey	<u>2200</u>	<u>11000</u>	<u>44000</u>
3-12 Dust Monitor	<u>10</u>	<u>40</u>	<u>120</u>
3-13 Noise Dosimeter	<u>10</u>	<u>40</u>	<u>120</u>
3-14 Magnetometer	<u>25</u>	<u>125</u>	<u>375</u>
3-15 Hydraulic Shears	<u>50</u>	<u>200</u>	<u>700</u>
3-16 Well Sampling Ballers (Non-Disposable)	<u>5</u>	<u>20</u>	<u>70</u>
3-17 Water Level Indicator	<u>10</u>	<u>40</u>	<u>120</u>
3-18 Peristaltic Pump with Hose and Tubing	<u>20</u>	<u>80</u>	<u>280</u>

**PRICE PROPOSAL
ENVIRONMENTAL SERVICE RATES
DRILLING SERVICES**

No.	Drilling Costs **	Rate (ft/each)	Total
4-1	Soil Boring (ft)*	<u>\$13.40</u>	
4-2	Soil boring as part of well installation (ft.)*		
	(>5 ft below land surface)	<u>\$13.40</u>	
	Permanent PVC Monitoring/Recovery Well Installed (ft)*		
	Two Inch Diameter		
4-3	≤ to 25 ft.	<u>\$27.00</u>	
4-4	25 ft. to 50 ft.	<u>\$29.00</u>	
4-5	> 50 ft.	<u>\$31.45</u>	
	Four Inch Diameter		
4-6	≤ to 25 ft.	<u>\$37.75</u>	
4-7	25 ft. to 50 ft.	<u>\$40.15</u>	
4-8	> 50 ft.	<u>\$42.55</u>	
	Six Inch Diameter		
4-9	≤ to 25 ft.	<u>\$58.40</u>	
4-10	25 ft. to 50 ft.	<u>\$58.80</u>	
4-11	> 50 ft.	<u>\$61.20</u>	
	Temporary Well, including abandonment, two inch (ft)*		
4-12	≤ to 25 ft.	<u>\$28.65</u>	
4-13	25 ft. to 50 ft.	<u>\$29.05</u>	
4-14	> 50 ft.	<u>\$31.45</u>	
	Direct Push Technology (DPT)		
4-15	Half Day Rate	<u>\$960.00</u>	
4-16	Full Day Rate	<u>\$1,800.00</u>	
4-17	Weekly Rate	<u>\$8,400.00</u>	
4-18	Flush Mount 8" Manhole Cover Installed (including pad), traffic bearing, bolt down (each)	<u>\$175.00</u>	
4-19	Locking Well Cap with Lock Installed (each)	<u>\$12.00</u>	
4-20	PVC Well Screen and Riser (microwell) including Sand Pack Installed (ft)*	<u>\$35.00</u>	
TOTAL FOR DRILLING CO TOTAL			

*The cost shall reflect installation using a certified environmental well driller. Wells and Soil Borings that are installed using a hand auger will be paid for on the basis of labor plus equipment rate. Mobilization and permit fees not included.

** All Drilling Costs shall include cost to restore the area to pre-existing condition, (sod, asphalt, concrete, etc.).

Note: Soil boring rates 4-1 & 4-2 may not be applied in conjunction with DPT installations

**PRICE PROPOSAL
ENVIRONMENTAL SERVICE RATES
NON-LABOR**

No.	Recovery and Treatment Systems	Daily Rate	Weekly Rate	Monthly Rate
Soil, groundwater, and mobile treatment and recovery systems to be designed on a case by case basis as needed.				
5-1	Carbon Mini Skid	15	60	210
5-2	4000lb Carbon Cell	20	90	275
5-3	8000lb Carbon Cell	30	120	425
5-4	9000lb Carbon Cell	35	150	525
5-5	Clarifier	40	300	1300
5-6	Pump Scavenger	50	200	800
5-7	Pump Submersible 2"	55	140	400
5-8	Pump Submersible 3"	80	200	550
5-9	Pump Submersible 4"	80	200	650
5-10	Pump Diaphragm 1"	25	100	350
5-11	Pump Diaphragm 2"	75	185	475
5-12	Pump Diaphragm 3"	80	200	550
5-13	Pump Diaphragm 1" SS	25	100	350
5-14	Pump Diaphragm 2" SS	75	185	475
5-15	Pump Diaphragm 3" SS	80	200	550
5-16	Pump Centrifugal 2"	55	155	155
5-17	Pump Centrifugal 3"	80	200	200
5-18	Pump Centrifugal 4"	130	520	1580
5-19	Pump Sludge	55	155	155
5-20	Oil/Water Separator	50	100	150
5-21	Oil Skimmer Head	50	100	150
5-22	6-inch Containment Boom (25ft roll)	35	105	200
5-23	4-inch Containment Boom (25ft roll)	35	105	200
5-24	2000 Gal SS Tank	50	100	250
5-25	Pool W/Liner 10K	80	240	1500
5-26	Pool W/Liner 20K	100	450	575
5-27	Mobile Frac Tank 20K	40	300	1300
5-28	Portable Air Stripping Tower <100 GPM	50	100	150
5-29	Portable Air Stripping Tower 100 to <300 GPM	50	100	150
5-30	Portable Air Stripping Tower 300 to <800 GPM	50	100	150

Fair Market Rate
ENVIRONMENTAL SERVICE RATES
NON-LABOR

No.	Miscellaneous Tools & Equipment*	Daily Rate	Weekly Rate	Monthly Rate
6-1	Motorized Product Transfer Pump	20	80	280
6-2	Flow Meter	10	40	140
6-3	Emergency Lighting	25	100	350
6-4	Air Compressor 185 CFM	60	180	540
6-5	Jon Boat, 12 ft to 20 ft	20	80	280
6-6	Chain Saw (14" bar)	15	45	110
6-7	Saws-All	10	40	140
6-8	Cut-off Saw, Hand Held	30	90	215
6-9	Cut-off Saw, Walk Behind	30	90	215
6-10	Concrete Coring Machine	100	400	1400
6-11	Oil-Water Interface Probe	15	75	220
6-12	Survey Instrument Set	25	100	290
6-13	Hand held GPS	15	25	125
6-14	Jack Hammer	20	60	150
6-15	Flashing Arrow Board (Trailer)	50	200	700
6-16	Barricades, Type I, II	2	10	25
6-17	Barricades, Type III	5	25	110
6-18	Traffic Cone	1	4	14
6-19	Metal Detector	15	60	210
6-20	Generator up to 5KW	20	75	275
6-21	Generator ≥ 5KW to 10KW	120	380	750
6-22	Generator ≥ 10KW to 50KW	125	500	1500
6-23	Drum Dolly	5	20	70
6-24	Hepa Vacuum	90	360	1260

* All other commonly used tools are considered tools of the trade and are not billable.

Fair Market Rate
ENVIRONMENTAL SERVICE RATES
NON-LABOR

No.	Expendables*	Rate per ()	Total
7-1	Sorbent Roll (ft)	2	
7-2	Sorbent Pads (bale)	55	
7-3	Sorbent Booms (4" roll)	75	
7-4	Oil Dry (bag)	12	
7-5	Oil Skimmer (day)	10	
7-6	Lime Hydrated (100 lb)	10	
7-7	Breathing Air (cylinder)	11	
7-8	Visquine (roll)	80	
7-9	Blades, Cut-off Saw (each)	10	
7-10	Hepa Vac Hepa Filters (each)	50	
7-11	Disposable Bailer (each)	10	
7-12	Drum, Poly, 55-Gal (each)	30	
7-13	Drum Overpack, Steel (each)	171	
7-14	Drum Overpack, Poly (each)	200	
7-15	Drum 17H (each)	35	
7-16	Drum 17E (each)	30	
7-17	Drum 17C, PCB (each)	35	
7-18	Drum Tighthead (1A1-Y) each	35	
7-19	Drum Openhead (1A1-Y) each	35	

* All other commonly used expendables (PPE, trash bags, decontamination equipment, disposable equipment) are considered tools of the trade and are not billable.

**PRICE PROPOSAL
ENVIRONMENTAL SERVICE RATES
Group 8 Analyticals**

No.	Analytical				
8-1	GC/MS Library Search (up to 20 unknowns)	\$48.00	\$60.00	\$48.00	\$60.00
8-2	Cost Per Sample				
8-3	GC/MS Library Search (up to 20 unknowns)	\$48.00	\$60.00	\$48.00	\$60.00
8-4	EPA Method 8260 Priority Pollutant Volatile Organics	\$96.00	\$120.00	\$96.00	\$120.00
8-5	EPA Method 8270 Priority Pollutant Extractable Organics	\$222.00	\$252.00	\$222.00	\$252.00
8-6	EPA Method 801, 802 & 803 - for Priority Pollutant Volatile Organic Hydrocarbons	\$60.00	\$78.00	\$60.00	\$78.00
8-7	EPA Method 801 - Priority Pollutant Volatile Organic Hydrocarbons	\$60.00	\$78.00	\$60.00	\$78.00
8-8	EPA Method 802, 803 & 803A Volatile Aromatics (BTEX & PAHs)	\$64.00	\$72.00	\$64.00	\$72.00
8-9	EPA Method 8030A - Chlorinated Pesticides	\$96.00	\$108.00	\$96.00	\$108.00
8-10	EPA Method 8030A - PCBs - PCBs Only	\$72.00	\$72.00	\$60.00	\$72.00
8-11	EPA Method 8030A - PCBs - PCBs & PCBs - PCBs	\$96.00	\$120.00	\$96.00	\$120.00
8-12	EPA Method 8030A - PCBs - PCBs	\$36.00	\$48.00	\$36.00	\$48.00
8-14	EPA Method 8240/8241 Volatile Organics by GC/MS	\$96.00	\$120.00	\$96.00	\$120.00
8-15	EPA Method 8270 - Extractable Organics by GC/MS	\$222.00	\$252.00	\$222.00	\$252.00
8-16	EPA Method 8240/8241 Priority Pollutant List 40 CFR 405 Appendix A	\$96.00	\$120.00	\$96.00	\$120.00
8-17	EPA Method 8240/8241 Priority Pollutant List 40 CFR 405 Appendix A	\$222.00	\$252.00	\$222.00	\$252.00
8-18	TRPH by HPLC	\$64.00	\$102.00	\$64.00	\$102.00
8-19	Pre-burn (dry) EPA Method 8081 TRPH / RCRA Metals	\$258.00	\$288.00	NA	NA
8-20	Pre-burn (non-volatile) EPA Method 8081 TRPH / RCRA Metals	\$288.00	\$324.00	NA	NA
8-21	TCLP Extraction (per sample)	\$42.00	\$54.00	NA	NA
8-22	8 RCRA Metals	\$78.00	\$96.00	\$78.00	\$96.00
8-23	TCLP 8 RCRA Metals	\$120.00	\$144.00	\$120.00	\$144.00
8-24	Priority Pollutant Metals	\$150.00	\$182.00	\$150.00	\$182.00
8-25	TCLP Volatiles EPA Methods 1311/1312/8240	\$138.00	\$150.00	NA	NA
8-26	TCLP Semi-Volatiles EPA Methods 1311/1312/8270	\$264.00	\$288.00	NA	NA
8-27	TCLP Pesticides EPA Methods 1311/1312/8080	\$132.00	\$156.00	NA	NA
8-28	TCLP Herbicides EPA Methods 1311/1312/8150	\$144.00	\$180.00	NA	NA
8-29	62-770 FAC GAG/KAG Table B Compounds (BTEX, PAH's and TRPH only)	\$234.00	\$258.00	\$234.00	\$258.00
8-30	62-770 FAC Table C Compounds (Used Oil only)	\$528.00	\$552.00	\$528.00	\$552.00
8-31	62-770 FAC Table C Compounds (Other Petroleum)	\$228.00	\$252.00	\$228.00	\$252.00
8-32	Petro. Eng. Test Kit - EPA Method 8074	\$65.00	\$65.00	NA	NA
TOTAL FOR GROUP 8 ANALYTICAL					

**PRICE PROPOSAL
ENVIRONMENTAL SERVICE RATES
Group 9 & 10 Analysis**

Standard Turnaround Time 10 Business Days Max. Rush Turnaround Time 2 Days Max.					
Group 9 Analysis		Group 10 Analysis		Standard Rate	Liquid Rate
No.	Parameter Group	Standard	Rush	Standard	Rush
9-1	Aluminum	\$4.80	\$7.20	\$4.80	\$7.20
9-2	Antimony	\$7.20	\$9.60	\$7.20	\$9.60
9-3	Arsenic	\$14.40	\$16.80	\$14.40	\$16.80
9-4	Barium	\$7.20	\$9.60	\$7.20	\$9.60
9-5	Beryllium	\$4.80	\$7.20	\$4.80	\$7.20
9-6	Boron	\$4.80	\$7.20	\$4.80	\$7.20
9-7	Cadmium	\$14.40	\$16.80	\$14.40	\$16.80
9-8	Calcium	\$4.80	\$7.20	\$4.80	\$7.20
9-9	Chromium	\$14.40	\$16.80	\$14.40	\$16.80
9-10	Chromium (Hexavalent)	\$14.40	\$16.80	\$14.40	\$16.80
9-11	Cobalt	\$4.80	\$7.20	\$4.80	\$7.20
9-12	Copper	\$14.40	\$16.80	\$14.40	\$16.80
9-13	Iron	\$7.20	\$9.60	\$7.20	\$9.60
9-14	Lead	\$14.40	\$16.80	\$14.40	\$16.80
9-15	Magnesium	\$4.80	\$7.20	\$4.80	\$7.20
9-16	Manganese	\$4.80	\$7.20	\$4.80	\$7.20
9-17	Mercury	\$19.20	\$21.60	\$19.20	\$21.60
9-18	Mercury (low level - rush TAT = 5 days)	NA	NA	\$120.00	\$180.00
9-19	Molybdenum	\$4.80	\$7.20	\$4.80	\$7.20
9-20	Nickel	\$4.80	\$7.20	\$4.80	\$7.20
9-21	Potassium	\$4.80	\$7.20	\$4.80	\$7.20
9-22	Selenium	\$7.20	\$9.60	\$7.20	\$9.60
9-23	Silver	\$7.20	\$9.60	\$7.20	\$9.60
9-24	Sodium	\$4.80	\$7.20	\$4.80	\$7.20
9-25	Thallium	\$7.20	\$9.60	\$7.20	\$9.60
9-26	Tin	\$4.80	\$7.20	\$4.80	\$7.20
9-27	Vanadium	\$4.80	\$7.20	\$4.80	\$7.20
9-28	Zinc	\$7.20	\$9.60	\$7.20	\$9.60
9-29	Yttrium (trace only)	\$4.80	\$7.20	\$4.80	\$7.20
9-30	Group 9 Analysis (Total)	\$120.00	\$180.00	\$120.00	\$180.00
Standard Turnaround Time 10 Business Days Max. Rush Turnaround Time 2 Days Max.					
Group 10 Analysis		Group 10 Analysis		Standard Rate	Liquid Rate
No.	Parameter Group	Standard	Rush	Standard	Rush
10-1	Oil and Grease (10 & 30)	\$36.00	\$48.00	\$36.00	\$48.00
10-2	Phenols (Total & Unspecified)	\$24.00	\$32.00	\$24.00	\$32.00
10-3	Chloride	\$36.00	\$48.00	\$36.00	\$48.00
10-4	Fluoride	\$18.00	\$24.00	\$18.00	\$24.00
10-5	Conductivity	\$18.00	\$24.00	\$18.00	\$24.00
10-6	Reactivity	\$36.00	\$48.00	\$36.00	\$48.00
10-7	Ignitability	\$18.00	\$24.00	\$18.00	\$24.00
10-8	Chlorine	\$18.00	\$24.00	\$18.00	\$24.00
10-9	Ash Content	\$24.00	\$32.00	\$24.00	\$32.00
10-10	Total Solids	NA	NA	\$6.00	\$8.00
10-11	Total Suspended Solids	NA	NA	\$6.00	\$8.00
10-12	Total Dissolved Solids	NA	NA	\$6.00	\$8.00
10-13	BTU Content	\$36.00	\$48.00	\$36.00	\$48.00
10-14	Flash Point	\$12.00	\$16.00	\$12.00	\$16.00
10-15	Total Halogens	\$36.00	\$48.00	\$36.00	\$48.00
10-16	pH	\$12.00	\$16.00	\$12.00	\$16.00
10-17	Total Organic Carbon	\$60.00	\$72.00	NA	NA
10-18	EPA Method 9045 (at)	\$72.00	\$72.00	\$72.00	\$72.00
10-19	Waste Screening to Include:	\$120.00	\$120.00	\$120.00	\$120.00
	Gaskets				
	Parasitic Contaminants				
	Organic Solvents				
	Radioactive				
	Chemical Waste Contaminants				

* per individual sample

R2007 0837

JUN 05 2007

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT

THIS AGREEMENT, entered into this 18th day of July, 200 7, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "DEPARTMENT," and **PALM BEACH COUNTY**, hereinafter referred to as the "COUNTY."

WITNESSETH

WHEREAS, the **DEPARTMENT** has the authority, under Fla. Stat. §334.044, to enter into this Agreement; and

WHEREAS, the Transportation Regional Incentive Program was created by Fla. Stat. §339.2819 to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to Fla. Stat. §339.155 (5); and

WHEREAS, the **COUNTY** has certified to the **DEPARTMENT** that it has met the eligibility requirements of Fla. Stat. §339.2819; and

WHEREAS, the Southeast Florida Transportation Council, acting as a designated regional partnership under Fla. Stat. §339.155 (5)(c) and formed by an interlocal agreement, designated **SR-806/Atlantic Avenue** as a regional facility by resolution, a copy of which is attached hereto and made a part hereof as **Exhibit "B"**.

WHEREAS, the **DEPARTMENT** is willing to provide the **COUNTY** with financial assistance under Financial Management (FM) No. **229658-3-58-01** for **Construction and Construction Engineering Inspection (CEI) Services of the SR-806/Atlantic Avenue from West of Lyons Road to Starkey Road**, hereinafter referred to as the "PROJECT," in accordance with Fla. Stat. §339.2819; and

WHEREAS, the **COUNTY** by Resolution No. R2007-0837 dated the 5th day of June, 200 7, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or designee to enter into this Agreement.

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

1. SERVICES AND PERFORMANCE

- A) The PROJECT consists of: **Construction and CEI Services of SR-806/Atlantic Avenue from west of Lyons Road to Starkey Road.**
- B) The **COUNTY** agrees to undertake the construction of the PROJECT in accordance with all applicable, federal, state and local statutes, rules and regulations, and standards. The **COUNTY** shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the **COUNTY** shall certify to the **DEPARTMENT** in writing that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations.

The **COUNTY** must apply for and be granted a permit, from the **DEPARTMENT**, before the **COUNTY** can proceed with construction.

- C) The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **COUNTY** and of the details thereof. Coordination shall be maintained by the **COUNTY** with representatives of the **DEPARTMENT**. The **COUNTY** shall provide the **DEPARTMENT** with quarterly progress reports.
- D) The **COUNTY** shall not sublet, assign or transfer any work under this Agreement without prior written consent of the **DEPARTMENT**.
- E) All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	TO COUNTY:
Florida Department of Transportation	Palm Beach County- Dept of Engineering & Public Works
3400 West Commercial Blvd.	2300 North Jog Road
Fort Lauderdale, FL 33309-3421	West Palm Beach, FL 33411-2475
Attn: Leos A. Kennedy, Jr.	Attn: Tanya N. McConnell, P.E.
With a copy to: Barbara Handrahan	With a copy to: County Attorney

2. TERM

- A) Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the **COUNTY** and the **DEPARTMENT** until the **PROJECT** is completed as evidenced by the written acceptance of the **DEPARTMENT** or **June 30, 2009**, whichever occurs first.
- B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the **DEPARTMENT'S** Director of Transportation Development or Designee's Approval.

3. COMPENSATION AND PAYMENT

- A) The **COUNTY** and the **DEPARTMENT** agree to share the cost of this **PROJECT FM# 229658-3-58-01**. The **COUNTY** agrees to provide one-half (1/2) of the match for **PROJECT** expenditures and the **DEPARTMENT** agrees to provide the other one-half (1/2) pursuant to **Fla. Stat. §339.2819**.
- B) The estimated total cost as set forth in the **DEPARTMENT'S** adopted work program for this **PROJECT** is **TWELVE MILLION FIVE HUNDRED SEVENTY THREE THOUSAND ONE HUNDRED NINETY DOLLARS (\$12,573,190.00)**. The estimated **COUNTY** share for one-half (1/2) the **PROJECT** is **SIX MILLION TWO HUNDRED EIGHTY SIX THOUSAND FIVE HUNDRED NINETY FIVE DOLLARS (\$6,286,595.00)**. The estimated **DEPARTMENT** share for one-half (1/2) the **PROJECT** is **SIX MILLION TWO HUNDRED EIGHTY SIX THOUSAND FIVE HUNDRED NINETY FIVE DOLLARS (\$6,286,595.00)** which is the maximum participation by the **DEPARTMENT**, for actual costs incurred during the construction and CEI phase. The parties further agree all remaining costs of the **PROJECT** shall be the sole responsibility of the **COUNTY**.

- i) In the event the **COUNTY** proceeds with the construction/construction inspection of the **PROJECT** with its own forces, the **COUNTY** will only be reimbursed for direct costs (this excludes general and administrative overhead).
- ii) All costs charged to the **PROJECT** shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
- C) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the **DEPARTMENT** under Section 334.044 (29), Florida Statutes.
- D) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- F) The **COUNTY** acknowledges and agrees that the **DEPARTMENT'S** obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- G) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit.
- H) Travel costs will not be reimbursed.
- I) The **COUNTY** shall submit one invoice (3 copies), plus supporting documentation required by the **DEPARTMENT** to the Project Manager for approval and processing on a monthly basis.
- J) The **COUNTY** must submit the final invoice to the **DEPARTMENT** within 180-days after the final acceptance of the **PROJECT**. Invoices submitted after the 180-day time period will not be paid.
- K) The **COUNTY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- L) If a payment is not available within forty (40) days, separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the **COUNTY**. Interest penalties of less than one (1) dollar will not be enforced unless the **COUNTY** requests payment. Invoices that have to be returned to a **COUNTY** because of **COUNTY** preparation error 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**.
- M) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely

payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

N) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the **COUNTY'S** general accounting records and the project records, together with supporting documents and records of the **COUNTY** and all subcontractors performing work on the project, and all other records of the **COUNTY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

O) 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 one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

4. **ROADWAY LEVEL OF SERVICE**

A) Fla. Stat. §163.3180 requires that facilities funded through the Transportation Regional Incentive Program adopt the level of service standards established by the **DEPARTMENT** for the PROJECT limits.

B) The logical termini for level of service purposes are **Lyons Road to SR-93/ Florida Turnpike**.

C) The **COUNTY** agrees that once the additional capacity from the PROJECT is available for purposes of concurrency under Fla. Stat. §163.3180, it will officially adopt the **DEPARTMENT'S** level of service for the segment of **SR-806/Atlantic Avenue** between the logical termini specified in (B), above. This will be accomplished through an update to the comprehensive plan within one year of the completion of the PROJECT.

5. **INDEMNITY AND INSURANCE**

A) **INDEMNITY**

i) When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

- ii) The **COUNTY** agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The consultant, subconsultants, contractor, and/or subcontractor shall indemnify, defend, save, and hold harmless the **DEPARTMENT** and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the consultant, subconsultants, contractor, subcontractor, their officers, agents, or employees. Neither the consultant, contractor, or subcontractor, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the **DEPARTMENT** or any of its officers, agents, or employees."

B) LIABILITY INSURANCE.

- i) The **COUNTY** shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the **COUNTY** maintains a self-insurance fund to cover such liability, the **COUNTY** agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the **COUNTY** must comply or cause its contractor to comply with §7-13 of the **DEPARTMENT'S** Standard Specifications for Road and Bridge Construction (2000), as amended.

C) WORKERS' COMPENSATION.

- i) The **COUNTY** shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

6. COMPLIANCE WITH LAWS

- A) The **COUNTY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the **COUNTY** in conjunction with this Agreement. Failure by the **COUNTY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
- B) The **COUNTY** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- C) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- D) The **COUNTY** and the **DEPARTMENT** agree that the **COUNTY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in §337.274, Florida Statutes.

7. AUDITS

A) The administration of resources awarded by the **DEPARTMENT** to the **COUNTY** may be subject to audits and/or monitoring by the **DEPARTMENT**, as described in this section.

B) MONITORING

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

C) AUDITS

i) PART I: FEDERALLY FUNDED

(1) 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:

(2) In the event that the recipient expends \$500,000 for fiscal years ending after December 31, 2003 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. **EXHIBIT "A"** to this agreement indicates Federal resources awarded through the **DEPARTMENT** by this agreement, if applicable. 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.

(3) 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.

(4) If the recipient expends less than \$500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

(5) 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.

ii) **PART II: STATE FUNDED**

- (1) Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2) (1), Florida Statutes) are to have audits done annually using the following criteria:
- (2) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 for fiscal years ending on September 30, 2004, and thereafter 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 Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT "A"** to this agreement indicates state financial assistance awarded through the Department by this agreement, if applicable. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- (3) 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.
- (4) If the recipient expends less than \$500,000 in state financial assistance in its fiscal year ending on September 30, 2004, and thereafter, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- (5) 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.

iii) PART III: OTHER AUDIT REQUIREMENTS

- (1) 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.
- (2) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, 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.

iv) PART IV: REPORT SUBMISSION

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

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

- (2) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

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

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

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

- (6) Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

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

- (7) 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

- (8) 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 the **DEPARTMENT** at the following address:

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

- (9) Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- (10) Recipients, when submitting financial reporting packages to the **DEPARTMENT** for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

V) PART V: RECORD RETENTION

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

8. **TERMINATION AND DEFAULT**

- A) This Agreement may be canceled by either the **COUNTY** or the **DEPARTMENT** upon sixty (60) days written notice.
- B) If the **DEPARTMENT** determines that the performance of the **COUNTY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **COUNTY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the **DEPARTMENT**.
- C) If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **COUNTY**, the **DEPARTMENT** shall notify the **COUNTY** of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D) If the Agreement is terminated before performance is completed, the **COUNTY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **COUNTY**.

9. **MISCELLANEOUS**

- A) 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.
- B) The **DEPARTMENT** shall not be obligated or liable hereunder to any party other than the **COUNTY**.
- C) In no event shall the making by the **DEPARTMENT** of any payment to the **COUNTY** 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 **COUNTY**, and the making of such payment by the **DEPARTMENT** while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the **DEPARTMENT** with respect to such breach or default.
- D) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein.

The parties agree that all commitments, agreements, or understandings concerning the subject matter of this Agreement are contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the **COUNTY** and the **DEPARTMENT**.

- E) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- F) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue with respect to judicial proceedings arising out of this Agreement shall be in Broward County, Florida.
- G) This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the **DEPARTMENT** or terminated in accordance with Paragraph 8 **TERMINATION AND DEFAULT**.
- H) An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- I) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the **COUNTY** has caused this Agreement to be executed in its behalf, by the Chairman/Councilman of **PALM BEACH COUNTY** or its designee, as authorized by Resolution Number R2007-0837, and the **FLORIDA DEPARTMENT OF TRANSPORTATION** has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

PALM BEACH COUNTY, FLORIDA

ATTEST

R2007 0837

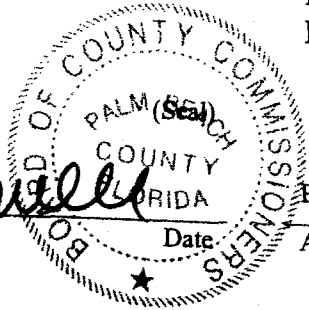
JUN 05 2007

SHARON R. BOCK
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By:

Nancy Powell
Deputy Clerk



By:

Addie L. Greene
Addie L. Greene, Chairperson

Date

[Signature]

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

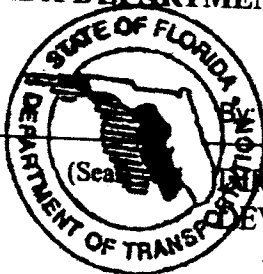
[Signature]
APPROVED AS TO TERMS AND
CONDITIONS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

Maria Gutierrez

EXECUTIVE SECRETARY



Gerry O'Reilly
DIRECTOR OF TRANSPORTATION
DEVELOPMENT

DISTRICT 4

Maria Gutierrez

Print Name

7/16/07

Date

Gerry O'Reilly P.E.

Print Name

7-16-07

Date

Fla. Dept. of Trans. Legal Review:

By:

[Signature]

7/11/07

Date

Availability of Funds Approval:

7-9-2007

Date

EXHIBIT - "A"

STATE RESOURCES:

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
DOT (Department of Transportation)	55.026 Transportation Regional Incentive Program	\$6,286,595.00

Compliance Requirements

1. The project must be regionally significant and derived from a regional transportation plan.
2. The regional transportation plan must be created by a regional transportation area created pursuant to Section 339.155(5) Florida Statutes.
3. The project must meet the minimum eligibility criteria listed in Section 339.2819 Florida Statutes.
4. Funds will only be provided for capital expenses. Operations are not covered through TRIP.
5. For roadway projects, the Florida Department of Transportation's level of service must be adopted for the logical termini specified in the Joint Participation Agreement once the additional capacity from the project is available for purposes of concurrency under Fla. Stat. §163.3180.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit "A" be provided to the recipient.

Exhibit "B"

MINUTES
SOUTHEAST FLORIDA TRANSPORTATION COUNCIL

Thursday, November 2, 2006 – 11:00 AM
Fort Lauderdale Grande Hotel
1881 SE 17th Street, Ft. Lauderdale, FL

MEMBERS Mayor Richard J. Kaplan, City of Lauderdale, Chair
PRESENT: Commissioner Jeff Koons, Palm Beach County
Commissioner Joe Martinez, Miami-Dade County

ALSO Jim Wolfe, Secretary, FDOT District IV
PRESENT: Lois Busch, FDOT District IV
Stacy Miller, FDOT District IV
Roger Del Rio, Acting Director, Broward MPO
Randy Whitfield, Director, Palm Beach MPO
Jose Mesa, Director, Miami-Dade MPO

Call to order.

Adoption of Agenda

The Chair informed the attendees that the Regional Corridor Amendments were presented at a prior meeting. Regarding the Transportation Regional Incentive program priorities, a scrivener's error was noted and corrected, i.e. that NW 31 Avenue should read NW 31 Street in the City of Margate. The motion was approved unanimously.

Randy Whitfield read staff recommendation: "The SEFTC approve the revised Regional Corridor criteria with the additions and approve the amended Regional Corridors list and map to include the facilities meeting the criteria". The members approved the Regional Corridor criteria and map unanimously.

Jim Wolfe, FDOT District Secretary informed the audience that the agency reviewed and approved the prioritization list for TRIP and the Department concurs that it is in compliance with the Growth Management Statutes and that both Districts IV and VI will be able to proceed with programming the TRIP funds. However, during prior discussions with SEFTC Jim Wolfe noted the desirable look and feel of that list. He noted that the list should be combined, merged, and it should be prioritized. He moreover noted, that while the list is in compliance and is being approved, it is not the way FDOT needs it to be in the future. He suggested that staff work together between now and the next SEFTC meeting and come up with a plan that merges and prioritizes the list, so that SEFTC members can see what it looks like and if they like it.

Jim Wolfe recommended that by the next SEFTC meeting they can adopt a revised list, with the same projects, but in a different format. Commissioner

Martinez concurred that the list should not be divided by districts and that if SEFTC was to be an example of regional cooperation for the entire state, and perhaps even the country, that these provisions be made; that a consolidated list with priorities and perhaps tiers be prepared.

Mayor Kaplan confirmed that such list was initially requested to staff, and Randy Whitfield added that Broward and Palm Beach counties are preparing an evolving prioritized list. Jim Wolfe continued saying that SEFTC has an opportunity to be the model for the rest of the state, because in fact merging and prioritization has been a difficult issue around Florida; that we are not the only ones struggling with this issue, but that we have an opportunity to get out ahead. There is a larger context than whether FDOT can program the TRIP funds and do the TRIP process that also needs regional planning, prioritization. In fact South Florida is one transportation network and FDOT has lots of issues to grapple with over the future. FDOT looks at projects like the commuter rail on FEC and that we all will have to come together on this issue and have one merged plan to figure out how to do that. There are other projects that cross county and district lines. Behind the 2003 agreement to do some mutual planning, SEFTC took a large leap in that direction complying with the spirit of the Growth Management Plan.

Roger Del Rio stated that SR7 Bus Rapid Transit was a Broward County project originally designated by the MPO for future funding. The MPO has allocated 10 M Dollars for the purchase of buses and bus stop amenities, but the funding for operating the system is missing and we do not have that commitment from the tri-counties.

The Chair reiterated two subjects from the previous SEFTC meeting:

1. The process to develop a website and information for public knowledge of what this organization is doing. He would like a report on how public participation is included in the goals of this regional body. We need to make ourselves more visible, put the regional plan out for everyone to be informed.
2. To start looking for a dedicated funding source as a region by creating a dedicated funding source available to all similar regions so that we are not on our own trying to do this. Each county can do a little bit, but that there is nothing on a regional level. Although TRIP funds are available, they are not a dedicated funding source of a renewable nature and they need to be created if we want a regional system.

Commissioner Martinez followed on the subject of regional unification by expressing that the SEFTC letterhead has three different logos. He directed staff to design one logo for SEFTC to show everybody that we are united.

Adjournment. There was no other business to come before the SEFTC, therefore the meeting adjourned at 11:30 a.m.

Regional Projects for TRIP Funding for FY 2006-07

Regional Project Description	Project Type	Total Cost (in \$1000)	TRIP Funds (in \$1000)
NW 57 Avenue/Red Road/SR 823 - from NW 116 Street/W 63 Street to NW 138 Street/W 84 Street	Add 2-lanes (from 4 to 6 lanes)	\$15,100	\$7,550
Kendall Drive/SW 88 Street/SR 94 - from SW 157 Avenue to SW 177 Avenue/SR 997	Add 2-lanes (from 4 to 6 lanes)	\$3,800	\$1,900
NW 36 Street/SR 25 - Grade Separation over NW 72 Avenue/SR 969	Grade Separation Overpass Construction	\$32,000	\$16,000
SW 8 Street/Tamiami Trail/SR 90 - Grade Separation over SW 87 Ave/SR 973	Grade Separation Overpass Construction	\$32,000	\$16,000
Bus Rapid Transit (BRT) on Kendall Drive/SW 88 Street/SR 94 - from the Dadeland North Station to SW 167 Avenue	BRT implementation	\$10,000	\$5,000
Bus Rapid Transit (BRT) on Biscayne Boulevard/SR 5/US 1 - from Aventura Mall to the Omni Terminal	BRT implementation	\$18,500	\$9,250
Special Use Lanes - Premium Transit Service on Expressway Right shoulder:			
Dolphin/SR 836 (from 107 Avenue to Downtown Miami - special use lanes only on limited segments)	Premium Transit Service Implementation on expressway right shoulder	\$4,000	\$1,250
Palmetto/SR 826 (from Pembroke Lake Mall to Palmetto Metrorail Station - special use lanes from NW 67 to NW 74 Street)			
Turnpike (from west Kendall to Downtown Miami - special use lanes from SW 88 Street /Kendall Drive to SR 836)	Premium Transit Service Implementation on expressway right shoulder	\$2,000	\$1,000
Don Shula/SR 874 (from west Kendall to Dadeland North Metrorail Station - special use lanes from SW 104 Street to Snapper Creek/SR 878)	Premium Transit Service Implementation on expressway right shoulder	\$4,000	\$1,250
Snapper Creek/SR 878 (from west Kendall to Dadeland North Metrorail Station - special use lanes from Don Shula/SR 874 to US 1)			
SR 7 - from Miami-Dade/Broward County line to N. of Hallandale Beach Blvd	Add 2L and Reconstruct 4L (6LD)	\$72,195	\$26,609
Federal Highway - from Sample Road to Aventura Mall	New Limited Stop	\$1,980	\$990
Transit Centers & Infrastructure	Capital	\$1,983	\$991
Bus Stop/Bus Bays	Capital	\$1,500	\$750
Lauderhill Mall Transit Center	Transit Center Site Development	\$2,600	\$500
Eligible intersections	Intersection Improvement	\$11,317	\$3,555
Palm Tran Transit	Purchase 16 Buses	\$3,500	\$1,750
Okeechobee Blvd - from SR 7 to East of Florida's Turnpike	Add 2L and Reconstruct 6L	\$44,060	\$15,380
Atlantic Avenue - from W of Lyons Road to Starkey Avenue	Add 2L and Reconstruct 2L	\$16,000	\$6,000
Infrastructure Improvements at Delray Beach, Fort Lauderdale Airport, and Pompano Beach Tri-Rail stations	Design	\$1,156	\$578
Infrastructure construction to provide direct connection for Tri-Rail and Metrorail riders	Design	\$364	\$182
Construction of additional pedestrian overpass to connect the Golden Glades Intermodal Center to business Park west of the CSX tracks	Plan/Design	\$782	\$391
Development of a station-area transit-oriented-development plan for 18 Tri-Rail stations	Plan	\$500	\$250



The job FI989HLR; user I.D.
FI989HL <MVS@DOT>
07/10/2007 10:24 AM

To PF415LK@dot.state.fl.us
cc
bcc
Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT AOU42

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AOU42 Contract Type: AK Method of Procurement: G
Vendor Name: PALM BEACH COUNT
Vendor ID: VF596000785149
Beginning date of this Agmt: 07/11/07
Ending date of this Agmt: 06/30/09
Contract Total/Budgetary Ceiling: ct = \$6,286,595.00

Description:
Construction & CEI Services of SR-806/Atlantic Avenue from W
est of Lyons Road to Starkey Road

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 *HC *750076 * 6286595.00 *22965835801 *215 *
2008 *55150200 *088717/08
0001 *00 *0001/04

TOTAL AMOUNT: *\$ 6,286,595.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 07/09/2007

Contract No.: AOU-42
FM No: 229658-3-58-01
Vendor No: VF 596-000-785

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
PALM BEACH COUNTY
TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT
AMENDMENT NUMBER ONE

R2009 0524 APR 07 2009

THIS AMENDMENT, made and entered into this 29th day of April, 2009, 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, 2300 North Jog Road, West Palm Beach, Florida 33406, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, on July 18, 2007, the parties entered into a Transportation Regional Incentive Program Agreement, hereinafter referred to as the AGREEMENT, wherein the COUNTY agreed to provide certain improvements in connection with the Construction and Construction Engineering Inspection (CEI) Services of the SR-806/Atlantic Avenue from West of Lyons Road to Starkey Road in Palm Beach County, Florida for FM# 229658-3-58-01 and hereinafter referred to as the PROJECT; and

WHEREAS, the parties desire amend the AGREEMENT; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to amend that certain Transportation Regional Incentive Program Agreement dated July 18, 2007, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Paragraph 2A of the Agreement entitled, **TERM**, page 2, is amended to read as follows: Except as otherwise set forth herein, this Agreement shall continue in effect and be binding on both the COUNTY and the DEPARTMENT until the PROJECT is completed as evidenced by the written acceptance of the DEPARTMENT or **June 30, 2011**, whichever occurs first.

All provisions, covenants, terms and conditions of the AGREEMENT between the parties theretofore entered into of July 18, 2007 as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

ATTACHMENT 4

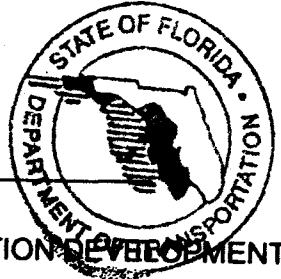
IN WITNESS WHEREOF, this AMENDMENT to be executed by the parties below for the purposes specified herein. Authorization has been give to enter into and execute this Amendment by Resolution No. _____, hereto attached.

PALM BEACH COUNTY, Florida, A
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
NAME: JOHN F. KOONS
TITLE: CHAIRMAN
_____ day of APR 07 2009, 20____

BY: [Signature]
GERRY O'REILLY, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT



ATTEST:
SHARON R. BOCK

APPROVED: (AS TO FORM)

[Signature]
CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT DEPUTY CLERK
PALM BEACH COUNTY, FLORIDA

BY: [Signature]
DISTRICT GENERAL COUNSEL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED:

BY: [Signature]
COUNTY ATTORNEY

for BY: [Signature]
PROFESSIONAL SERVICES ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

924
BY: [Signature]

RESOLUTION NO. R-2010-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE CHAIR TO EXECUTE AMENDMENT NUMBER TWO TO THE TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING SR-806/ATLANTIC AVENUE

WHEREAS, the Florida Department of Transportation (FDOT) has awarded a Transportation Regional Incentive Program (TRIP) Grant to help finance improvements to Atlantic Avenue; and

WHEREAS, the FDOT has requested that the County enter into a Joint Participation Agreement outlining the responsibilities of each party with respect to the Transportation Regional Incentive Program (TRIP) grant for the SR-806/ Atlantic Avenue project; and

WHEREAS, through this agreement, the County will accomplish the project including construction and construction engineering inspection; and

WHEREAS, the Board of County Commissioners has determined execution of the Transportation Regional Incentive Program (TRIP) Agreement Amendment Number Two to be in the best interest of the citizens and residents of Palm Beach County.

(Intentionally Left Blank)

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chairman is hereby authorized to execute the Transportation Regional Incentive Program (TRIP) Agreement Amendment Number Two.

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

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

District 5	Burt Aaronson, Chair	-
District 1	Karen T. Marcus, Vice Chair	-
District 2	Jeff Koons	-
District 3	Shelley Vana	-
District 4	Steven L. Abrams	-
District 6	Jess R. Santamaria	-
District 7	Priscilla A. Taylor	-

The Chair thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2010.

APPROVED AS TO FORM
AND LEAGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

SHARON BOCK, CLERK AND
COMPTROLLER

By: _____
Assistant County Attorney

By: _____
Deputy Clerk