

AGENDA ITEM SUMMARY

Submitted For: Traffic Division

1. Agreement with Gannett Fleming with Exhibits "A", "B", "C" and "D" with Certificates of Insurance (5)
2. R-2012-0217
3. R-2011-0023

5/31/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	\$403,122	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
Grant Revenues	(\$403,122)	-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 X No

Budget Account No:

Fund 3500 Dept 361 Unit 1346 Object 6555

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
Revised ATMS Group 3
Florida Department of Transportation

Construction Contract	\$403,121.89
Florida Dept. of Transportation	
LAP Grant (100%)	(\$403,121.89)
Fiscal Impact	<u>.00</u>

C. Departmental Fiscal Review:

Alicia Kovalainen

III. REVIEW COMMENTS

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

N. Drey 5/24/12
OFMB 5/24/12
cc

J. J. J. 5/24/12
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

M. P. 5/29/12
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

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

**STANDARD FORM OF AGREEMENT
BETWEEN
PALM BEACH COUNTY AND CONSULTANT
FOR
PROFESSIONAL SERVICES**

This is an Agreement made as of _____, 2012 between **Palm Beach County (COUNTY)**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and **Gannett Fleming, Inc. (CONSULTANT)**, an engineering firm having an office and a place of business at 4350 W. Cypress Street, Suite 340, Tampa, Florida 33607, and having Federal Tax I.D. #25-1613591. The COUNTY intends to **bring 77 intersections online with the existing traffic signal system, the expand County's fiber optic cable network by 61 miles, and add 51 closed-circuit television (CCTV) cameras for the Advanced Traffic Management System – Group 3, Project No. 2011059** (hereinafter called the **PROJECT**).

The COUNTY and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by CONSULTANT and the payment for those services by COUNTY as set forth below.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 General

1.1.1 The CONSULTANT shall perform professional construction engineering and inspection (CEI) services in connection with the PROJECT as hereinafter stated which shall include normal civil engineering services, more particularly described in Exhibit "A" (Scope of Services).

1.1.2 The CONSULTANT shall perform required CEI services in accordance with the Florida Department of Transportation Construction Project Administration Manual and comply with Chapter 15 – Equal Opportunity of the Local Area Program Manual.

1.1.3. The CONSULTANT has, during the selection and negotiation process which has preceded this agreement, represented to the COUNTY that the CONSULTANT is possessed of that level of skill, knowledge, experience and expertise that is commensurate with engineering firms of national repute in the areas of practice required for this project. The CONSULTANT acknowledges that the COUNTY has relied on the CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this agreement, the CONSULTANT agrees that the CONSULTANT will exercise that degree of care, knowledge, skill and ability as other engineering firms possessing the degree of skill, knowledge, experience and expertise which the CONSULTANT has claimed. The CONSULTANT shall perform such duties as may be assigned without neglect. The CONSULTANT accepts the relationship of trust and confidence established by this Agreement, and covenants with the COUNTY to cooperate with the COUNTY and to utilize the CONSULTANT'S skill, efforts and judgment commensurate with engineering firms of national repute in the areas of practice required for this project. The CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY'S interests and consistent with the COUNTY'S stated objectives and recognized professional engineering standards.

The CONSULTANT further agrees with the COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Agreement first written. It is specifically understood that the Accessibility provisions of the Americans With Disabilities Act (ADA) shall be complied with and incorporated into the project.

1.1.4 The **CONSULTANT** shall obtain prior written approval from the **COUNTY** for all Construction Contract Modifications.

SECTION 2 - **ADDITIONAL SERVICES OF CONSULTANT**

2.1 Services Requiring Authorization in Advance

If authorized in writing by the **COUNTY'S** authorized representative, the **CONSULTANT** shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.8 inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in the Fee Summary, Exhibit "B". These will be paid for by the **COUNTY**, only when specifically authorized and in accordance with Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the **PROJECT**.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the **COUNTY**.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the **PROJECT** or its design including, but not limited to, changes in size, complexity, the **COUNTY'S** schedule, character of construction or method of financing.

2.1.4. Furnishing the services of special consultants for other than the services included in Exhibit "A".

2.1.5. Services during out-of-town travel required of the **CONSULTANT** other than visits to the site or the **COUNTY'S** office as required by Section 1.

2.1.6. Assistance in connection with change orders for construction, materials, equipment or services.

2.1.7. Preparing to serve or serving as a consultant or witness for the **COUNTY** in any litigation or other legal proceeding involving the **PROJECT**.

2.1.8. Additional services in connection with the **PROJECT**, including services which are to be furnished by the **COUNTY** in accordance with Article 3, and services not otherwise provided for in this Agreement.

SECTION 3 - COUNTY'S RESPONSIBILITY

The **COUNTY** shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**.

3.1. The Director of the Traffic Division shall act as the **COUNTY'S** representative with respect to the services to be rendered under this Agreement, and shall have complete authority to transmit instructions, receive information, interpret and define the **COUNTY** policies and decisions with respect to the **CONSULTANT'S** services for the **PROJECT**.

3.2. Provide all criteria and full information as to the **COUNTY'S** requirements for the **PROJECT**.

3.3. Assist the **CONSULTANT** by placing at the **CONSULTANT'S** disposal all available information pertinent to the **PROJECT** including previous reports and any other data relative to design or construction of the **PROJECT**.

3.4. Furnish to the **CONSULTANT** the items listed in Exhibit "A".

3.5. Arrange for access to and make all provisions for the **CONSULTANT** to enter upon public and private property as reasonably required for the **CONSULTANT** to perform services under this Agreement.

3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the **PROJECT** and such approvals and consents from others as may be necessary for completion of the **PROJECT**.

3.7. Providing such legal, accounting, independent cost estimating and insurance counseling services as may be required for the **PROJECT**, and such auditing service as **COUNTY** may require to ascertain how or for what purpose any contractor has used the monies paid to him.

3.8. Attend the preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.9. Give prompt written notice to the **CONSULTANT** whenever the **COUNTY** observes or otherwise becomes aware of any development that affects the scope or timing of the **CONSULTANT'S** services, or any defect or non-conformance in the work of any contractor.

3.10. Furnish, or direct the **CONSULTANT** to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIODS OF SERVICE

4.1. The COUNTY will issue a written "NOTICE TO PROCEED" to the CONSULTANT within sixty (60) days of agreement execution by the COUNTY. The CONSULTANT will immediately commence work on the PROJECT.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services and Expenses of the CONSULTANT.

5.1.1. Basic Services: The COUNTY will pay the CONSULTANT the lump sum of \$403,121.89 for completion of the Basic Services included in the Scope of Services (Exhibit "A") and the Fee Summary (Exhibit "B").

5.1.2. Additional Services: To the extent that additional services under Section 2 hereof are specifically authorized in writing by the COUNTY'S representative, the COUNTY will pay for such additional services in accordance with the following:

5.1.2.1. Actual Salary costs times a factor of 2.70 for services rendered by principals and employees assigned to the PROJECT plus all reimbursable expenses.

5.1.2.2. For services rendered by the CONSULTANT'S principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with Paragraph 2.1.7. at the rate of \$800.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in Paragraph 5.1.2.1).

5.1.3. Reimbursable Expenses: The COUNTY will pay the CONSULTANT, in accordance with State and local law, the actual costs of all reimbursable expenses incurred in the provision of these services when authorized in writing by the COUNTY. These expenses will not exceed \$0.00 without additional authorization from the COUNTY.

5.1.4. Optional Services: The COUNTY will pay the CONSULTANT for completion of the Optional Services included in the Scope of Services (Exhibit "A") and the Fee Summary (Exhibit "B") when the provision of each service is specifically authorized in writing by the COUNTY. These expenses will not exceed \$0.00 without additional authorization from the COUNTY.

5.1.5. The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in Paragraph 5.4.

5.1.6. Additional services and reimbursable expenses authorizations shall be issued in accordance with Board policy per Resolution Number R-89-633 adopted April 4, 1989.

5.2. Payments

5.2.1. Progress payments to the CONSULTANT shall be due and payable monthly in proportion to the percentage of services approved and accepted by the COUNTY based on said lump sum fee until 90% of the project is completed. There will be no additional payments for Basic Services until all services are completed and accepted by the COUNTY.

5.2.2. Final payment shall be due and payable to the CONSULTANT upon satisfactory completion of the services described in this Agreement.

5.3. **Other Provisions Concerning Payments**

5.3.1. If this Agreement is terminated prior to its completion other than due to default on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for Basic Services called for under Section 1 an amount equal to the percentage complete at the time of termination, times the lump sum fee stated in Section 5. Further, the **CONSULTANT** shall be paid for the completed portion of additional services authorized under Section 2, in accordance with Paragraph 5.1.2.

5.3.2. Records of the **CONSULTANT'S** Salary Costs pertinent to the **CONSULTANT'S** compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to the **COUNTY** on request prior to final payment for the **CONSULTANT'S** services.

5.4. **Definitions**

5.4.1. The Salary Costs used as a basis for payment shall mean the actual salaries and wages paid to principals and employees engaged on the **PROJECT**. Time spent on this **PROJECT** by stenographers, typists and clerk skills shall not be charged to the **PROJECT** nor shall any fringe benefits such as social security contributions, unemployment, excise and payroll taxes, workman's compensation, etc., be included in the Salary Costs.

5.4.2. Reimbursable Expenses shall mean the actual expenses of soils testing, printing and similar **PROJECT** related items when authorized by the **COUNTY** in accordance with law.

SECTION 6 - GENERAL CONSIDERATION

6.1. **Termination**

This Agreement may be canceled by the **CONSULTANT** upon thirty (30) days prior written notice to the **COUNTY** if, through no fault of the **CONSULTANT**, the **COUNTY** fails to cure any material default by the **COUNTY** in its performance of the terms of this Agreement. This Agreement may also be terminated, in whole or in part, by the **COUNTY**, with or without cause, immediately upon written notice to the **CONSULTANT**. Unless the **CONSULTANT** is in breach of this Agreement, the **CONSULTANT** shall be paid for services rendered to the **COUNTY'S** satisfaction through the date of cancellation or termination. In the event of cancellation by the **CONSULTANT** or termination by the **COUNTY**, **CONSULTANT** agrees to waive and make no claim for lost profits or other consequential damages. After receipt of a Termination Notice and except as otherwise directed by the **COUNTY**, the **CONSULTANT** shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the **COUNTY**.
- D. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

6.2. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

6.2.1. Upon completion and acceptance of the final work, the **CONSULTANT** shall furnish to the **COUNTY** the record drawings, field notes and all documents and materials prepared by and for the **COUNTY** under this Agreement.

6.2.2. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the **COUNTY** or at its expense will be kept confidential by the **CONSULTANT** and will not be disclosed to any other party, directly or indirectly, without the **COUNTY'S** prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Agreement at the **COUNTY'S** expense shall be, and remain, the **COUNTY'S** property, and may be reproduced and reused at the discretion of the **COUNTY**.

6.2.3. The **COUNTY** and the **CONSULTANT** shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

6.2.4. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

6.2.5 Notwithstanding any breach of this Agreement by either party nor the status of payment to the **CONSULTANT**, nor the **COUNTY'S** exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of the **CONSULTANT'S** services, or authorized by the **COUNTY** as a reimbursable expense, whether generated directly by the **CONSULTANT**, or by or in conjunction or consultation with any other party whether or not a party to this Agreement, whether or not in privity of contract with the **COUNTY** or **CONSULTANT**, and wherever located shall be the property of the **COUNTY**.

6.4. Insurance

CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. In addition, **CONSULTANT** agrees to notify **COUNTY** of any cancellation, non-renewal or material change taking place during the life of this Agreement. The requirements contained herein, as well as **COUNTY'S** review or acceptance of insurance maintained by **CONSULTANT** are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **CONSULTANT** under the agreement.

6.4.1 **Commercial General Liability**

CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.

6.4.2. **Business Automobile Liability**

CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

6.4.3. **Worker's Compensation Insurance & Employers Liability**

CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

6.4.4. **Professional Liability**

CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$40,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

6.4.5. **Additional Insured**

CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

6.4.6. **Waiver of Subrogation**

CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

6.4.7. **Certificate(s) of Insurance**

Prior to execution of this Agreement, **CONSULTANT** shall deliver to the **COUNTY** a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. In addition, **CONSULTANT** agrees to notify **COUNTY** of any cancellation, non-renewal or material change taking place during the life of this Agreement. The certificate of insurance shall be issued to

Palm Beach County
c/o Department of Engineering & Public Works
2300 N. Jog Road, 3rd Floor
West Palm Beach, FL 33411-2745

6.4.8 **Umbrella or Excess Liability**

If necessary, **CONSULTANT** may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The **COUNTY** shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

6.4.9 **Right to Review**

COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. **COUNTY** reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

6.5. **Indemnification**

CONSULTANT shall indemnify and hold harmless the **COUNTY**, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the **CONSULTANT** and other persons employed or utilized by the **CONSULTANT** in the performance of the agreement.

6.6. **Controlling Law and Venue**

This Agreement is to be governed by the laws of the State of Florida. The parties agree that venue for any action which in any way arises out of this Agreement shall only be in a state court of competent jurisdiction located in Palm Beach County, Florida.

6.7. **Successors and Assigns**

6.7.1. The **COUNTY** and the **CONSULTANT** each binds itself and the partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, the **CONSULTANT** shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the **COUNTY**, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the **COUNTY** and the **CONSULTANT**.

6.7.2. The **CONSULTANT** shall not assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the **CONSULTANT** from employing such independent professional associates and consultants as the **CONSULTANT** may deem appropriate to assist in the performance of services hereunder.

6.7.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the **COUNTY** and the **CONSULTANT**, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the **COUNTY** and the **CONSULTANT** and not for the benefit of any other party.

6.8 **Subcontracting**

The **COUNTY** reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The **CONSULTANT** is encouraged to seek small business enterprises for participation in subcontracting opportunities. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the **CONSULTANT** shall promptly do so, subject to acceptance of the new subcontractor by the **COUNTY**.

In accordance with Palm Beach County Small Business Enterprise (SBE) Ordinance #2002-064, as amended from time to time, the annual goal for SBE participation for Professional Services is **15.0%**. The **CONSULTANT** has committed to **0.0%** for this Project.

The **CONSULTANT** agrees to abide by all provisions of the SBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The **CONSULTANT** has provided Exhibit "C" (Consultant Certifications), if required, Exhibit "D" (Participation for SBE Consultants) and Exhibit "E" (Letter's of Intent) attached hereto indicating the specific participation.

The **CONSULTANT** understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the contract goal.

The **CONSULTANT** understands that it is the responsibility of the County Department letting the Agreement and the SBE Office to monitor compliance with the SBE Ordinance requirements. In that regard, the **CONSULTANT** agrees to furnish progress payment reports, with each billing, to both parties on the progress of the SBE participation for this Agreement.

The **CONSULTANT** further agrees to provide the SBE Office with a copy of the **CONSULTANT'S** agreement with the SBE subcontractor or any other related documentation upon request.

The **CONSULTANT** understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the Agreement as it relates to the use of SBE firms. Any SBE's which, for any reason, no longer remain associated with the Project shall be replaced by the **CONSULTANT** with other certified SBE's, unless approval to the contrary is granted by the **COUNTY**.

The **CONSULTANT** understands that he/she is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other bidders or potential bidders.

The **CONSULTANT** agrees to maintain all relevant records and information necessary to document compliance with the SBE Ordinances, and will allow the **COUNTY** to inspect such records.

The **CONSULTANT** shall certify in writing that all subcontractors, subconsultants and suppliers have been paid for work and materials from previous progress payments received, less any retainage, by the **CONSULTANT** prior to receipt of any further progress payments. During the term of the Agreement and upon completion of the Agreement, the **COUNTY** may request documentation to certify payment to subcontractors, subconsultants or suppliers. This provision in no way creates any contractual relationship between any subcontractor, subconsultant, or supplier and the **COUNTY** or any liability on the **COUNTY** for the **CONSULTANT'S** failure to make timely payment to the subcontractor, subconsultant or supplier.

6.9. Personnel

The **CONSULTANT** represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement.

Such personnel shall not be employees of or have any contractual relationship with the **COUNTY**. All of the services required herein shall be performed by the **CONSULTANT** or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The **CONSULTANT** warrants that all services shall be performed by competent personnel in accordance with all applicable national, federal, state, and local professional and technical standards.

6.10. Availability of Funds

The **COUNTY'S** performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

6.11. Conflict of Interest

The **CONSULTANT** represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The **CONSULTANT** further represents that no person having any interest shall be employed for said performance.

The **CONSULTANT** shall promptly notify the **COUNTY'S** representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the **CONSULTANT'S** judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the **CONSULTANT** may undertake and request an opinion of the **COUNTY** as to whether the association, interest or circumstance would, in the opinion of the **COUNTY**, constitute a conflict of interest if entered into by the **CONSULTANT**.

The **COUNTY** agrees to notify the **CONSULTANT** of its opinion by certified mail within thirty (30) days of receipt of notification by the **CONSULTANT**. If, in the opinion of the **COUNTY**, the prospective business association, interest or circumstance would not constitute a conflict of interest by the **CONSULTANT**, the **COUNTY** shall so state in the notification and the **CONSULTANT** shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the **COUNTY** by the **CONSULTANT** under the terms of this Agreement.

6.12. **Independent Contractor Relationship**

The **CONSULTANT** and subconsultants are, and shall be, in the performance of all work services and activities under this Agreement, Independent Contractors, and not employees, agents, or servants of the **COUNTY**. The **CONSULTANT** does not have the power or authority to bind the **COUNTY** in any promise, agreement or representation other than specifically provided for in this Agreement. The **CONSULTANT** shall be responsible to the **COUNTY** for all the work or services performed by the **CONSULTANT** or any person or firm engaged as a subcontractor to perform work in fulfillment of this Agreement.

6.13. **Access and Audits**

The **CONSULTANT** shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The **COUNTY** shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the **CONSULTANT'S** place of business.

6.14 **Severability**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

6.15 **Entirety of Contractual Agreement**

The **COUNTY** and the **CONSULTANT** agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

During the term of this Agreement, the **COUNTY** may require professional services that are the same or similar to those described in this agreement. The **COUNTY** may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If the **COUNTY** so elects, it is mutually understood that the relationship between the **CONSULTANT** and the **COUNTY** under this Agreement shall be considered as neither barring the **CONSULTANT** from, nor granting special consideration to the **CONSULTANT**, in participating in the selection process for a consultant to provide such additional services.

6.16 **Office of the Inspector General**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

7.1 Federal & State Tax

The **COUNTY** is exempt from payment of Florida State Sales and Use Taxes. The **COUNTY** will sign an exemption certificate submitted by the **CONSULTANT**. The **CONSULTANT** shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the **COUNTY**, nor is the **CONSULTANT** authorized to use the **COUNTY'S** Tax Exemption Number in securing such materials.

The **CONSULTANT** shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this agreement.

7.2. The following Exhibits are attached to and made a part of this Agreement.

7.2.1. Exhibit A: Scope of Services

7.2.2. Exhibit B: Fee Summary

7.2.3. Exhibit C: Truth in Negotiation, Prohibition Against Contingent Fees & Public Entity Crimes Statements, Conflict of Interest Disclosure Form, Disclosure of Ownership Interests Form (if applicable).

7.2.4. Exhibit D: Participation for SBE Consultants

7.2.5. Exhibit E: Letters of Intent to Perform as an SBE and/or M/WBE (if applicable).

7.3. This Agreement (consisting of pages 1 to 15, inclusive), together with the Exhibits and Schedules identified above constitute the entire Agreement between the **COUNTY** and the **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

SECTION 8 - CRIMINAL HISTORY RECORDS CHECK

The **CONSULTANT** shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if **CONSULTANT'S** employees or subcontractors are required under this agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The **CONSULTANT** acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although **COUNTY** agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the **CONSULTANT** shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

SECTION 9 - REGULATIONS; LICENSING REQUIREMENTS

The **CONSULTANT** shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. **CONSULTANT** is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION 10 - ARREARS

The **CONSULTANT** shall not pledge the **COUNTY'S** credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The **CONSULTANT** further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

SECTION 11 - NONDISCRIMINATION

The **CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, and gender identity and expression.

SECTION 12 - AUTHORITY TO PRACTICE

The **CONSULTANT** hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the **COUNTY's** representative upon request.

SECTION 13 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the **CONSULTANT** shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the **CONSULTANT'S** most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the **COUNTY** determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The **COUNTY** shall exercise its rights under this section within three (3) years following final payment.

SECTION 14 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 15 - EXCUSABLE DELAYS

The **CONSULTANT** shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the **CONSULTANT** or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the **CONSULTANT'S** request, the **COUNTY** shall consider the facts and extent of any failure to perform the work and, if the **CONSULTANT'S** failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the **COUNTY'S** rights to change, terminate, or stop any or all of the work at any time.

SECTION 16 - CONTINGENT FEES

The **CONSULTANT** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the **CONSULTANT**, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 17 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **CONSULTANT** certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

SECTION 18 - MODIFICATIONS OF WORK

The **COUNTY** reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the **CONSULTANT** of the **COUNTY'S** notification of a contemplated change, the **CONSULTANT** shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the **COUNTY** of any estimated change in the completion date, and (3) advise the **COUNTY** if the contemplated change shall affect the **CONSULTANT'S** ability to meet the completion dates or schedules of this Agreement.

If the **COUNTY** so instructs in writing, the **CONSULTANT** shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the **COUNTY'S** decision to proceed with the change.

If the **COUNTY** elects to make the change, the **COUNTY** shall initiate an Agreement Amendment and the **CONSULTANT** shall not commence work on any such change until such written amendment is signed by the **CONSULTANT** and approved and executed on behalf of Palm Beach County.

SECTION 19 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the **CONSULTANT** certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the **COUNTY** determines, using credible information available to the public, that a false certification has been submitted by **CONSULTANT**, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day and year first above written.

OWNER:
Palm Beach County, a Political Subdivision
of the State of Florida, by and through its
Board of County Commissioners:

CONSULTANT:
Gannett Fleming, Inc.

BY: _____
Shelley Vana, Chair

BY: Jay H. L. Calhoun
Jay H. L. Calhoun, P.E., Vice President

S E A L

CORPORATE SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

ATTEST WITNESS: Ruby L. Ile
Assistant Secretary

BY: _____
(Deputy Clerk)

BY: _____
(Print Name)
Ruby L. Ile
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Karen J. Franklin
(Print Name)

BY: Don Weisberg

Karen J. Franklin
(Signature)

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

EXHIBIT “A”

Palm Beach County ATMS Group 3 - Construction Engineering and Inspection Services

I. BACKGROUND

This project, the Palm Beach County ATMS – Group 3, includes the upgrade of signal system equipment at 77 intersections, the expansion of the County's fiber optic cable network by 61 miles, and the addition of 51 closed-circuit television (CCTV) cameras.

Gannett Fleming, Inc. (CONSULTANT) has been ask to provide a scope and fee to perform Construction Engineering and Inspection (CEI) services for the aforementioned project.

The CONSULTANT will provide services described in Section III. SERVICES for the aforementioned project.

II. OBJECTIVES

The objective of this project is to provide CEI services for the following items:

- ❖ Maintenance of traffic (MOT), construction layout, CCTV assembly, conduit/pull box installation, fiber optic cable installation/splicing/testing, tracking quantities, survey review, quality assurance testing, and all related project documentation.

III. SERVICES

Under this task, the CONSULTANT will provide the following services:

- A. Preconstruction Conferences
- B. Progress Meetings
- C. Project Administration
- D. Construction Inspection
- E. Submittal/Shop Drawing Review
- F. Testing
- G. Final Records

A. Preconstruction Conference

The CONSULTANT will prepare for and conduct the preconstruction conference. The CONSULTANT will address and resolve all issues that arise at the meeting with appropriate offices, agencies, and division. The CONSULTANT will prepare and distribute detailed minutes of the meeting.

B. Progress Meetings

The CONSULTANT will prepare the agenda, attend, and conduct project meetings every month with Palm Beach County personnel, the contractor, sub-contractors (as needed), utility personnel, and other agencies affected by the project. The CONSULTANT will discuss recent progress, upcoming events in the schedule, and problems associated with the project. The CONSULTANT will record significant information revealed and discussed at the meetings and distribute written minutes.

C. Project Administration

The CONSULTANT will provide project administration and coordinate with the assigned Palm Beach County Project Manager with the following:

- ❖ Personnel contact listings – including emergency numbers
- ❖ Supplemental agreements/Construction changes – negotiate prices for additional pay items with the contractor while adhering to the "average unit price" listing when possible
- ❖ Progress payments – document and assemble accurate quantities for monthly progress payments, ensure test reports are accurate and on file
- ❖ Revisions to the contract plans
- ❖ Distribution of correspondence
- ❖ Contractor payrolls, employee interviews, and contract compliance – ensure payrolls conform to state wage rates, notify contractor of discrepancies, adhere to the project's special provisions
- ❖ Reports/Project Claims
- ❖ As-built Documentation

D. EEO Compliance

The CONSULTANT will provide a qualified Resident Compliance Specialist that will coordinate with the Project Engineer, Palm Beach County PM and the FDOT D4 assigned EEO Compliance Manager with the following:

- ❖ Equal Opportunity Reporting – conduct all activities necessary to comply with Chapter 15-Equal Opportunity of the Local Area Program Manual.
- ❖ Participate in the Preconstruction Meeting to discuss EEO Required Contract Provisions for Federal Aid Contracts with the contractor
- ❖ Ensure that the contractor posts and maintains notices and posters stating the contractor's EEO policy
- ❖ Monitor on-site compliance with the EEO Required Contract Provisions for Federal Aid Contracts.
- ❖ Ensure that the contractor locates, assesses, and increases the skills of minority groups, women employees, and applicants for employment.
- ❖ Prepare and/or ensure the preparation of the required EEO reports.

E. Construction Inspection

The CONSULTANT will supply Palm Beach County two full-time Inspectors for the duration of the project. The CONSULTANT will provide effective and qualified supervision of all inspection services being conducted by the contractor and sub-contractors. Construction inspection tasks include the following:

- ❖ Conducting field surveys
- ❖ Quality assurance, acceptance testing, and inspection
- ❖ As-built Documentation

The CONSULTANT will observe, measure, and record all quantities for payment, inspect daily traffic control and erosion control items for conformance and field effectiveness notifying the contractor of deficiencies, and prepare an accurate daily dairy signed by the Inspector.

F. Submittal/Shop Drawing Review

The CONSULTANT will review contractor submittals and shop drawings for conformance with the project plans and technical special provisions. The CONSULTANT will coordinate with the Palm Beach County Project Manager for final approval and notify the contractor of the approval status.

G. Final Records

The CONSULTANT will submit a compilation of project records using Palm Beach County's standard format to the Final Records Department after project completion. The CONSULTANT will coordinate consultant hours after the project's completion with the Palm Beach County Project Manager.

H. Testing

The CONSULTANT will supply Palm Beach County with an Engineer to oversee and approve component and system testing for stand-alone, conditional acceptance, and final acceptance testing procedures. The CONSULTANT will ensure that all testing procedures are performed in accordance with the project's technical special provisions.

FEE SCEHDULE

Attached is a fee sheet describing the rates and approximate hours to complete the Services mentioned.

EXHIBIT “B”



Gannett Fleming

April 17, 2012

Palm Beach County ATMS Group 3 - CEI
Proposed Fee

Task	Project Engineer	EEO Compliance / Admin.	Senior Inspector	Inspector	
Preconstruction Conference	2	2	2		
Progress Meetings	10				
Project Administration	200	80			
EEO Compliance		900			
Construction Inspection	150		1650	1650	
Submittal/Shop Drawing Review	20	10			
Testing	40				
Final Records	80	80			
Total Hours	✓ 502	✓ 1072	✓ 1652	✓ 1650	
Rate	\$ 49.60	\$ 19.00	\$ 38.20	\$ 25.00	
Sub Total	\$ ✓ 24,899.20	\$ ✓ 20,368.00	\$ ✓ 63,106.40	\$ ✓ 41,250.00	\$ -

Notes:

The determination is that the mentioned project is approximately month duration, with an average 5 day work week. It is also determined average hours worked in a month is 165 hours, based on a 8 hour work d

Administration Hours: The hours allocated under pre construction, project administration, submittal and final records are for the production of meeting agendas / meeting minutes, various tracking logs, file maintenance and correspondence.

Direct Labor	\$	✓ 149,623.60
O/H	✓ 143.930%	\$ ✓ 215,353.25
FCCM	✓ 0.374%	\$ ✓ 559.59
Direct Expense	✓ 7.120%	\$ ✓ 10,653.20
Operating Margin	18.000%	\$ ✓ 26,932.25
Total	\$	✓ 403,121.89

270 multiplier

EXHIBIT “C”

CERTIFICATION STATEMENTS

Project: Advanced Traffic Management System – Group 3

Project No.: 2011059

Consultant/Annual Consultant: Gannett Fleming, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Agreement, the **CONSULTANT/ANNUAL CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this Agreement.

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

By entering into this Agreement the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement.

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Agreement or performing any work in furtherance hereof, the **CONSULTANT/ANNUAL CONSULTANT** certifies that it, its affiliates, suppliers, sub-contractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

NON-DISCRIMINATION STATEMENT

The **CONSULTANT/ANNUAL CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status sexual orientation, gender identity and expression.



Jay H. Calhoun, P.E., Vice President

CONFLICT OF INTEREST DISCLOSURE FORM**Project:** Advanced Traffic Management System – Group 3**Project No.:** 2011059

CONSULTANT/ANNUAL CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

CONSULTANT/ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/ANNUAL CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/ANNUAL CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/ANNUAL CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/ANNUAL CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/ANNUAL CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Jay H. L. Calhoun, P. E., as
(Name of Individual)

Vice President, of Gennett Fleming, Inc.
(Title/Position) (Firm Name of CONSULTANT/ANNUAL CONSULTANT)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the CONSULTANT/ANNUAL CONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/ANNUAL CONSULTANT.

Jay H. Calhoun
(Signature)

May 22, 2012
(Date)

DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Jay H. L. Calhoun, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
☐ an individual **or**
☒ the Vice President of Gannett Fleming, Inc.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 4350 W Cypress St Suite 340
Tampa FL 33607

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Jay H. L. Calhoun
Jay H. L. Calhoun, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 22 day of May, 2012, by Jay H. L. Calhoun, ☒ who is personally known to me or ☐ who has produced _____ as identification and who did take an oath.

Karen J. Franklin
Notary Public
Karen J. Franklin
(Print Notary Name)
State of Florida at Large
My Commission Expires: 6/22/14

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address	
Gannett Fleming Affiliates, Inc.	1105 N Market St Suite 1300	100%
	Wilmington DE 19801	

Gannett Fleming, Inc. is a wholly-owned subsidiary of Gannett Fleming Affiliates, Inc. All shares are held by the shareholders of Gannett Fleming Affiliates, Inc. of which no shareholder holds 5% or more.

EXHIBIT “D”

PARTICIPATION FOR MWBE/SBE CONSULTANTS
Contract

Project Name: Advanced Traffic Management System - Group 3

Project Number: 2011059

Prime Vendor: Gannett Fleming, Inc.

Resolution Number:

Telephone: (561) 640-4266

Resolution Date: 5/17/2012

Contact: Thomas Hawk

Department: Engineering & Public Works

MINORITY SUBCONTRACTORS

There are no minority subcontractors for this contract

SCHEDULE 1**LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**PROJECT NAME OR BID NAME: Advacted Traffic Management System – Group 3 PROJECT NO. OR BID NO.: 2011059NAME OF PRIME BIDDER: Gennett Fleming, Inc.ADDRESS: 4350 West Cypress Street, Suite 340, Tampa, Florida 33607CONTACT PERSON: Jay H.L. CalhounPHONE NO.: 813.831.8870FAX NO.: 813.831.9375

BID OPENING DATE: _____

USER DEPARTMENT: Engineering & Public Works Department

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)							
Total			_____	_____	_____	_____	_____

Total Bid Price \$ 403,121.89Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 0**Note:**

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.

2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and N/WBE, please indicate the dollar amount or percentage under the appropriate category.

3. M/WBE information is being collected for tracking purposes only.

Revised 03/15/2011

F:\ROADWAY\CCNA\2011\2011059\Project\ComplianceSchedule1.docx



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
05/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE: (A/C, NO. EXT): 877-945-7378 E-MAIL: ADDRESS: certificates@willis.com	FAX (A/C, NO.): 888-467-2378
INSURED	Gannett Fleming, Inc. PO Box 67100 Harrisburg, PA 17106-7100	INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC# 23841-002

COVERAGES

CERTIFICATE NUMBER: 17913302

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRT	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$
	POLICY PRO-JECT LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			21456764	6/1/2011	6/1/2012	\$1,000,000 Each Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Re: 1008-0-0010001 For all projects with Palm Beach County. [VI-Tampa ITS]

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County
c/o Department of Engineering & Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229

AUTHORIZED REPRESENTATIVE

Coll: 3737667 Tpl: 1273068 Cert: 17913302 © 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

NEW HAMPSHIRE INSURANCE COMPANY
Administrative Offices: 70 Pine St, New York, NY 10270
(hereinafter called the Company)

ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY POLICY

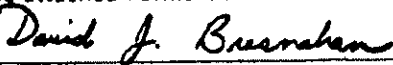
Policy No.: 021456764

Renewal of: 021456764

NOTICE: THIS IS A CLAIMS-MADE POLICY. SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, THIS INSURANCE APPLIES TO ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD.

DECLARATIONS

- ITEM 1. Named Insured: GANNETT FLEMING, INC.
- Address: ONE PENN PLAZA, SUITE 2222
 250 WEST 34TH STREET
 NEW YORK CITY, NY 10119-0002
- ITEM 2. Policy Period:
 From: 06/01/2011 to: 06/01/2012
 at 12:01 A.M. standard time at the address of the Insured stated above.
- ITEM 3. Limits of Liability: \$ 10,000,000 Each Claim
 \$ 15,000,000 Policy Aggregate
- ITEM 4. SIR: \$ 500,000 Each Claim
- ITEM 5. Premium:
- A. Total Advance Premium:
- B. Annual Minimum Premium:
- ITEM 6. Audit Rate: FLAT
- ITEM 7. Extended Reporting Period: 12 Months at 100 % of the total annual premium
- ITEM 8. Retroactive Date: 01/01/1915 Coverage A.1 Professional Liability
- 01/01/1915 Coverage A.2 Contractors Pollution Liability
- ITEM 9. Endorsements made a part of this policy: See attached Forms Schedule



Authorized Representative OR
Countersignature (In states where applicable)

NOTICE:

THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Exception Class: 2-14013 (Architects)
CM-PL2 (10/2006) NH 9962

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
"ANY PERSON OR ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT"	"ALL LOCATIONS."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **WHO IS AN INSURED** (Section II) is amended to include as an additional insured any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for -bodily injury- or -property damage- caused, in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalfwhich are covered by this insurance.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide; or
 - b. The limits of insurance of this policywhichever is less.
3. This insurance will be primary to and non-contributing with any other insurance available to such person(s) or organization(s). **Condition 4. Other Insurance** (Section IV) is amended accordingly.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gunn-Mowery, LLC
P. O. Box 900
Camp Hill PA 17001-0900

CONTACT
NAME: _____
PHONE (A/C, No, Ext): 717-761-4600 FAX (A/C, No): 717-761-6159
E-MAIL: _____
ADDRESS: _____

INSURER(S) AFFORDING COVERAGE **NAIC #**
INSURER A: Discover Propt & Casualty 36463

INSURER B: _____
INSURER C: _____
INSURER D: _____
INSURER E: _____
INSURER F: _____

INSURED
Gannett Fleming, Inc.
P. O. Box 67100
Harrisburg PA 17106-7100

COVERAGES**CERTIFICATE NUMBER:** 1063435136**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y Y	D262L00143	2/1/2012	2/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$
X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR					
X	Contractual Liability					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY X PROJECT LOC					
A	AUTOMOBILE LIABILITY	Y Y	D262A00104	2/1/2012	2/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
X	ANY AUTO					
X	ALL OWNED AUTOS X SCHEDULED AUTOS					
X	HIRED AUTOS X NON-OWNED AUTOS					
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y Y	D262W00154 (PA)	2/1/2012	2/1/2013	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				
	if yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
A	when required by signed contract in advance of loss	Y Y	D262W00154 (PA)	2/1/2012	2/1/2013	Blanket Additional Waiver of Subro Primacy Applies Insured Applies

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

1008-0-0010001 For all projects with Palm Beach County. The following are considered as Additional Insureds for General Liability as per written contract: Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents. [VI-Tampa ITS]

CERTIFICATE HOLDER**CANCELLATION 90**

PALM BEACH COUNTY
C/O DEPARTMENT OF ENGINEERING & PUBLIC WORKS
P O. BOX 21229
WEST PALM BEACH FL 33416-1229

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Agenda Item is over 50 pages; may be
viewed in the Minutes Department

Agenda Item #: 3 - C - 7

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

Traffic
BA/m 7-6
B, T abs

R-2012-0217

Meeting Date: January 24, 2012 {X} Consent { } Regular
{ } Workshop { } Public Hearing

Department:

Submitted By: Engineering & Public Works

Submitted For: Engineering Services Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A 300 calendar day Contract with World Fiber Technologies, Inc. (Contractor), the lowest, responsive, responsible bidder, in the amount of \$2,542,140.67 for the Advanced Traffic Management Systems – Group 3 (Project), Project No. 2011059.

SUMMARY: Approval of this Project will allow the expansion of Palm Beach County's (County) Advanced Traffic Management System. This will include the installation of a single mode fiber-optic communications system and integration with the existing ITS communications network along with the installation of cameras at different locations throughout the County. The construction Contract is wholly funded with federal grant funds therefore neither the Small Business Enterprise Ordinance nor the Local Preference Ordinance apply to this Project. The Contractor is an out of state business.

Countywide (MRE)

Background and Justification: The bids were received by the Board of County Commissioners (Board) on September 13, 2011. The funding is provided by a Local Agency Participation Agreement, FPN#416525-02-58-01, with the Florida Department of Transportation approved by the Board on June 27, 2011 (R2011-0421).

Attachments:

1. Contracts
2. Contract Pages C-1 and C-2
3. Bid Tabulation

Recommended by: _____

Charles Rich
Division Director

12/1/11
Date

Approved By: _____

A. J. Hall
County Engineer

1/3/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	\$2,542,141	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	(\$2,542,141)	-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 X No

Budget Account No:

Fund 3500 Dept 361 Unit 1346 Object 6555/3104

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
Revised ATMS Group 3
Florida Department of Transportation

Construction Contract	\$2,542,140.67
Florida Dept. of Transportation	
LAP Grant (100%)	(\$2,542,140.67)
Fiscal Impact	.00

C. Departmental Fiscal Review:

Alicia Kovalainen

III. REVIEW COMMENTS

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

[Signature] 1/4/12
OFMB
1/4/12
oc
2/1/12

[Signature] 1/13/12
Contract Dev. and Control
1-12-12 B.W. Hatcher

B. Approved as to Form and Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 1/19/12
Assistant County Attorney

C. Other Department Review:

Department Director

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

CONTRACT

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

R 2012 02 17

This Contract, made this _____ day of JAN 24 2012 A.D. 20____, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter called the party of the first part), and WORLD FIBER TECHNOLOGIES, INC., of ALPHARETTA, GA and (his) (its) (their) heirs, executors, administrators and assigns, (hereinafter called the part of the second part):

WITNESSETH: The party of the second part agrees with the said party of the first part, for the consideration herein mentioned at his, its or their own proper cost and expense to do all the work and furnish all necessary labor, materials, equipment, machinery, tools, apparatus, services, state workmen's compensation and unemployment compensation taxes incurred in the performance of the contract, and means of transportation for the complete construction of:

Advanced Traffic Management Systems – Group 3, Palm Beach County Project No. 2011059

IN THE AMOUNT OF:

TWO MILLION FIVE HUNDRED FORTY TWO THOUSAND ONE HUNDRED FORTY DOLLARS 67/100
(IN WORDS)

\$2,542,140.67
(IN FIGURES)

in Palm Beach County, Florida, in the manner and to the full extent as set forth in the Contract Documents therefore and the Contract Documents relative thereto, are made a part of this agreement as completely as if set forth herein, to the satisfaction of the party of the first part, or its duly authorized representative.

The said party of the second part further agrees for the consideration herein mentioned to commence the work adequate forces and equipment within fourteen (14) calendar days of the date set forth in the "Notice to Proceed". The time limit for the completion of all work under this contract shall be as set forth in the Proposal. The date fixing this period upon the calendar shall be established and stated in the "Notice to Proceed". After commencement of the work, it shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully completed within the time limit. It is understood and agreed that the time limit for completion of said work is the essence of the contract and should the contractor fail to complete the work within the time limit, it is agreed that for such calendar day that any work provided for in these Contract Documents shall remain incomplete after the time limit has expired, including any official extension of the time limit; the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision.

The Contractor shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his want of knowledge of such contingent work as an excuse for delay in his work, or for its non-performance.



IN WITNESS WHEREOF, the parties have caused this Contract to be executed and sealed the day and year first written above.

R 2012-02 17 JAN 24 2012

ATTEST:

SHARON R. BOCK, Clerk and Comptroller

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

By: 
Deputy Clerk  FLORIDA

By: 
Shelley Vana, Chair

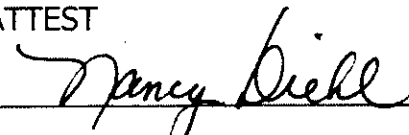
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


COUNTY ATTORNEY

APPROVED AS TO TERMS
AND CONDITIONS


ENGINEERING

ATTEST



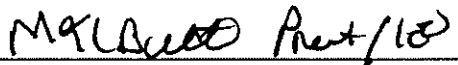
Nancy Diehl, Secretary

PRINT NAME & TITLE

(CORPORATE SEAL)

World Fiber Technologies, Inc.
(Corporate Name)

a Georgia corporation
(Insert state of corporation)

By: 
(Signature)

Mark L. Battle
(Print signatory's name)

It's: President/CEO
(Print title)

PROJECT NAME: ATMS - GROUP 3
PROJECT NUMBER: 2011059
BID OPENING DATE: SEPTEMBER 13, 2011
CONTRACT DAYS: 300 CALENDAR DAYS

		WORLD FIBER TECHNOLOGIES, INC.				PRECISION CONTRACTING SERVICES, INC.		MILLER ELECTRIC COMPANY		AVERAGE UNIT PRICE
	ITEM	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
102-1	MAINTENANCE OF TRAFFIC	357	HR	\$409.20	\$146,084.40	\$75.00	\$26,775.00	\$71.64	\$25,575.48	\$185.28
522-1	CONCRETE SIDEWALK 4" THICK	32	SY	\$123.63	\$3,956.16	\$75.00	\$2,400.00	\$715.00	\$22,880.00	\$304.54
526-1-2	PAVER BRICK REPAIR - (REMOVE & REPLACE)	11	SY	\$561.96	\$6,181.56	\$75.00	\$825.00	\$382.09	\$4,202.99	\$339.68
555-1-1A	CONDUIT - DIR. BORE 2 - 2" (HDPE SDR 11) - NON CASING	21,286	LF	\$13.53	\$287,999.58	\$12.25	\$260,753.50	\$12.93	\$275,227.98	\$12.90
555-1-1B	CONDUIT - DIR. BORE 1 - 4" w/(3) 1¼" INNERDUCT - NON CASING	635	LF	\$12.49	\$7,931.15	\$21.50	\$13,652.50	\$18.43	\$11,703.05	\$17.47
630-1-11	2" GALV. IMC. ABOVE GROUND CONDUIT (RISER)	3,575	LF	\$12.63	\$45,152.25	\$15.50	\$55,412.50	\$18.53	\$66,244.75	\$15.55
630-1-12	2" PVC (SCH 40) UNDERGROUND CONDUIT	12,997	LF	\$9.09	\$118,142.73	\$4.95	\$64,335.15	\$7.80	\$101,376.60	\$7.28
630-1-12-A	ADDITIONAL 2" PVC (SCH 40) CONDUIT, IN TRENCH	12,313	LF	\$0.95	\$11,697.35	\$1.50	\$18,469.50	\$2.46	\$30,289.98	\$1.64
630-1-15	2" GALV. IMC. ABOVE GROUND BRIDGE MOUNT CONDUIT	7,135	LF	\$17.55	\$125,219.25	\$16.25	\$115,943.75	\$39.13	\$279,192.55	\$24.31
634-6-1	MESSENGER WIRE	160,340	LF	\$0.65	\$104,221.00	\$1.45	\$232,493.00	\$1.18	\$189,201.20	\$1.09
635-1-15A	PULL BOX (30" x 48" x 24"D) HEAVY DUTY COVERS	63	EA	\$1,588.17	\$100,054.71	\$795.00	\$50,085.00	\$1,717.28	\$108,188.64	\$1,366.82
635-1-15B	PULL BOX (17" x 30" x 24"D) HEAVY DUTY COVERS	168	EA	\$743.48	\$124,904.64	\$475.00	\$79,800.00	\$1,159.71	\$194,831.28	\$792.73
641-2-19-70	PRESTRESSED CONCRETE POLE (70' UTILITY TYPE)	8	EA	\$4,162.62	\$33,300.96	\$15,995.00	\$127,960.00	\$12,768.94	\$102,151.52	\$10,975.52
690-91-1	REMOVE CABLE, OVERHEAD	10,855	LF	\$0.62	\$6,730.10	\$0.50	\$5,427.50	\$0.69	\$7,489.95	\$0.60
690-91-2	REMOVE CABLE, UNDERGROUND	15,290	LF	\$0.43	\$6,574.70	\$0.30	\$4,587.00	\$0.69	\$10,550.10	\$0.47
690-200	TREE/BUSH TRIMMING AND REMOVAL	49	HR	\$186.08	\$9,117.92	\$325.00	\$15,925.00	\$137.50	\$6,737.50	\$216.19
782-1-11	ITS CCTV CAMERA - PTZ	51	EA	\$4,815.74	\$245,602.74	\$4,995.00	\$254,745.00	\$3,327.12	\$169,683.12	\$4,379.29

ATTACHMENT 3

PROJECT NAME: ATMS - GROUP 3
PROJECT NUMBER: 2011059
BID OPENING DATE: SEPTEMBER 13, 2011
CONTRACT DAYS: 300 CALENDAR DAYS

			WORLD FIBER TECHNOLOGIES, INC.		PRECISION CONTRACTING SERVICES, INC.		MILLER ELECTRIC COMPANY		AVERAGE
ITEM	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE
783-1-11-12 FIBER OPTIC CABLE, 12-COUNT (AERIAL)	18,190	LF	\$0.99	\$18,008.10	\$1.05	\$19,099.50	\$1.07	\$19,463.30	\$1.04
783-1-11-24 FIBER OPTIC CABLE, 24-COUNT (AERIAL)	52,600	LF	\$1.06	\$55,756.00	\$1.20	\$63,120.00	\$1.18	\$62,068.00	\$1.15
783-1-11-48 FIBER OPTIC CABLE, 48-COUNT (AERIAL)	137,977	LF	\$1.44	\$198,686.88	\$1.40	\$193,167.80	\$1.38	\$190,408.26	\$1.41
783-1-12-12 FIBER OPTIC CABLE, 12-COUNT (UNDERGROUND)	14,500	LF	\$1.20	\$17,400.00	\$1.00	\$14,500.00	\$1.07	\$15,515.00	\$1.09
783-1-12-24 FIBER OPTIC CABLE, 24-COUNT (UNDERGROUND)	65,609	LF	\$1.27	\$83,323.43	\$1.15	\$75,450.35	\$1.18	\$77,418.62	\$1.20
783-1-12-48 FIBER OPTIC CABLE, 48-COUNT (UNDERGROUND)	65,844	LF	\$1.65	\$108,642.60	\$1.25	\$82,305.00	\$1.38	\$90,864.72	\$1.43
783-2-31-12 SPLICE, FIBER OPTIC FUSION (12-COUNT)	1	EA	\$974.94	\$974.94	\$925.00	\$925.00	\$830.78	\$830.78	\$910.24
783-2-31-18 SPLICE, FIBER OPTIC FUSION (18-COUNT)	55	EA	\$1,120.03	\$61,601.65	\$1,075.00	\$59,125.00	\$1,032.46	\$56,785.30	\$1,075.83
783-2-31-24 SPLICE, FIBER OPTIC FUSION (24-COUNT)	1	EA	\$1,212.66	\$1,212.66	\$1,525.00	\$1,525.00	\$1,233.10	\$1,233.10	\$1,323.59
783-2-31-30 SPLICE, FIBER OPTIC FUSION (30-COUNT)	6	EA	\$1,331.52	\$7,989.12	\$1,675.00	\$10,050.00	\$1,435.83	\$8,614.98	\$1,480.78
783-2-31-36 SPLICE, FIBER OPTIC FUSION (36-COUNT)	1	EA	\$1,450.39	\$1,450.39	\$1,875.00	\$1,875.00	\$1,638.56	\$1,638.56	\$1,654.65
783-2-31-48 SPLICE, FIBER OPTIC FUSION (48-COUNT)	6	EA	\$1,688.12	\$10,128.72	\$1,925.00	\$11,550.00	\$2,041.93	\$12,251.58	\$1,885.02
783-2-31-54 SPLICE, FIBER OPTIC FUSION (54-COUNT)	11	EA	\$1,806.98	\$19,876.78	\$2,195.00	\$24,145.00	\$2,243.62	\$24,679.82	\$2,081.87
783-2-31-72 SPLICE, FIBER OPTIC FUSION (72-COUNT)	3	EA	\$2,163.58	\$6,490.74	\$2,595.00	\$7,785.00	\$2,849.72	\$8,549.16	\$2,536.10
783-2-32-6 TERMINATION, 6-COUNT FIBER	2	EA	\$374.10	\$748.20	\$995.00	\$1,990.00	\$428.45	\$856.90	\$599.18
783-2-32-12 TERMINATION, 12-COUNT FIBER	80	EA	\$581.82	\$46,545.60	\$1,125.00	\$90,000.00	\$629.09	\$50,327.20	\$778.64
783-2-32-24 TERMINATION, 24-COUNT FIBER	27	EA	\$997.28	\$26,926.56	\$1,795.00	\$48,465.00	\$1,045.00	\$28,215.00	\$1,279.09
783-2-32-48 TERMINATION, 48-COUNT FIBER	39	EA	\$1,828.19	\$71,299.41	\$3,325.00	\$129,675.00	\$2,090.00	\$81,510.00	\$2,414.40
783-3-18-A PATCH CABLE ST:LC FIBER OPTIC SM, DUAL ZIP, 1 METER CERAMIC	283	EA	\$109.46	\$30,977.18	\$22.25	\$6,296.75	\$42.85	\$12,126.55	\$58.19
783-3-18-B PATCH CABLE ST:ST FIBER OPTIC SM, DUAL ZIP, 1 METER CERAMIC	58	EA	\$103.50	\$6,003.00	\$19.25	\$1,116.50	\$42.85	\$2,485.30	\$55.20
783-3-18-C COPPER PATCH CABLE, CAT 5E, 568A, 1 METER YELLOW, STD	216	EA	\$63.21	\$13,653.36	\$2.95	\$637.20	\$42.34	\$9,145.44	\$36.17
783-7-1 ITS JUNCTION BOX	52	EA	\$88.04	\$4,578.08	\$225.00	\$11,700.00	\$117.55	\$6,112.60	\$143.53
783-8-1 ITS MULTI-CONDUCTOR COMM CABLE - (HYBRID CAMERA CABLE)	13,030	LF	\$2.65	\$34,529.50	\$3.45	\$44,953.50	\$3.38	\$44,041.40	\$3.16
784-1-1A ITS MANAGED HARDENED ETHERNET SWITCH - 2 FIBER PORTS	71	EA	\$1,319.49	\$93,683.79	\$1,695.00	\$120,345.00	\$1,377.25	\$97,784.75	\$1,463.91

PROJECT NAME: ATMS - GROUP 3
PROJECT NUMBER: 2011059
BID OPENING DATE: SEPTEMBER 13, 2011
CONTRACT DAYS: 300 CALENDAR DAYS

		WORLD FIBER TECHNOLOGIES, INC.				PRECISION CONTRACTING SERVICES, INC.		MILLER ELECTRIC COMPANY		AVERAGE
ITEM		QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE
784-1-1B	ITS MANAGED HARDENED ETHERNET SWITCH - 3 FIBER PORTS	44	EA	\$1,475.71	\$64,931.24	\$1,895.00	\$83,380.00	\$1,539.67	\$67,745.48	\$1,636.79
784-3-11	ITS DIGITAL VIDEO ENCODER	51	EA	\$2,634.48	\$134,358.48	\$3,125.00	\$159,375.00	\$2,375.18	\$121,134.18	\$2,711.55
	ITS FIELD CABINET - CAMERA CABINET POLE MOUNT	1	EA	\$4,003.70	\$4,003.70	\$5,225.00	\$5,225.00	\$4,018.85	\$4,018.85	\$4,415.85
785-2-111	ITS FIELD CABINET - HUB-SITE CABINET 24"									
785-2-122	WITH CONCRETE BASE	8	EA	\$4,436.17	\$35,489.36	\$6,475.00	\$51,800.00	\$5,078.04	\$40,624.32	\$5,329.74
TOTAL BASE BID		****	***	*****	\$2,542,140.67	*****	\$2,649,171.00	*****	\$2,741,975.84	*****

*DENOTES CORRECTED FIGURE
BIDS RECEIVED BY: CHARLES W. RICH, PE
BIDS RECORDED BY: JAYNE CANALE, TECHNICAL AIDE

PROJECT NAME: ATMS - GROUP 3
PROJECT NUMBER: 2011059
BID OPENING DATE: SEPTEMBER 13, 2011
CONTRACT DAYS: 300 CALENDAR DAYS

		ROHL NETWORKS, LP				AMERICAN LIGHTING AND SIGNALIZATION, INC.	
	ITEM	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
102-1	MAINTENANCE OF TRAFFIC	357	HR	\$150.00	\$53,550.00	\$150.00	\$53,550.00
522-1	CONCRETE SIDEWALK 4" THICK	32	SY	\$151.11	\$4,835.52	\$100.00	\$3,200.00
526-1-2	PAVER BRICK REPAIR - (REMOVE & REPLACE)	11	SY	\$170.00	\$1,870.00	\$250.00	\$2,750.00
555-1-1A	CONDUIT - DIR. BORE 2 - 2" (HDPE SDR 11) - NON CASING	21,286	LF	\$15.35	\$326,740.10	\$9.50	\$202,217.00
555-1-1B	CONDUIT - DIR. BORE 1 - 4" w/(3) 1¼" INNERDUCT - NON CASING	635	LF	\$21.50	\$13,652.50	\$13.50	\$8,572.50
630-1-11	2" GALV. IMC. ABOVE GROUND CONDUIT (RISER)	3,575	LF	\$15.50	\$55,412.50	\$15.00	\$53,625.00
630-1-12	2" PVC (SCH 40) UNDERGROUND CONDUIT	12,997	LF	\$7.35	\$95,527.95	\$3.25	\$42,240.25
630-1-12-A	ADDITIONAL 2" PVC (SCH 40) CONDUIT, IN TRENCH	12,313	LF	\$1.40	\$17,238.20	\$1.50	\$18,469.50
630-1-15	2" GALV. IMC. ABOVE GROUND BRIDGE MOUNT CONDUIT	7,135	LF	\$24.65	\$175,877.75	\$40.00	\$285,400.00
634-6-1	MESSENGER WIRE	160,340	LF	\$1.75	\$280,595.00	\$1.45	\$232,493.00
635-1-15A	PULL BOX (30" x 48" x 24"D) HEAVY DUTY COVERS	63	EA	\$1,220.00	\$76,860.00	\$1,500.00	\$94,500.00
635-1-15B	PULL BOX (17" x 30" x 24"D) HEAVY DUTY COVERS	168	EA	\$792.00	\$133,056.00	\$1,000.00	\$168,000.00
641-2-19-70	PRESTRESSED CONCRETE POLE (70' UTILITY TYPE)	8	EA	\$9,455.00	\$75,640.00	\$8,000.00	\$64,000.00
690-91-1	REMOVE CABLE, OVERHEAD	10,855	LF	\$0.85	\$9,226.75	\$0.50	\$5,427.50
690-91-2	REMOVE CABLE, UNDERGROUND	15,290	LF	\$0.95	\$14,525.50	\$0.30	\$4,587.00
690-200	TREE/BUSH TRIMMING AND REMOVAL	49	HR	\$72.25	\$3,540.25	\$350.00	\$17,150.00
782-1-11	ITS CCTV CAMERA - PTZ	51	EA	\$4,492.50	\$229,117.50	\$4,000.00	\$204,000.00

PROJECT NAME: ATMS - GROUP 3
PROJECT NUMBER: 2011059
BID OPENING DATE: SEPTEMBER 13, 2011
CONTRACT DAYS: 300 CALENDAR DAYS

ROHL NETWORKS, LP					AMERICAN LIGHTING AND SIGNALIZATION, INC.	
ITEM	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
783-1-11-12 FIBER OPTIC CABLE, 12-COUNT (AERIAL)	18,190	LF	\$1.45	\$26,375.50	\$1.05	\$19,099.50
783-1-11-24 FIBER OPTIC CABLE, 24-COUNT (AERIAL)	52,600	LF	\$1.55	\$81,530.00	\$1.20	\$63,120.00
783-1-11-48 FIBER OPTIC CABLE, 48-COUNT (AERIAL)	137,977	LF	\$2.02	\$278,713.54	\$1.40	\$193,167.80
783-1-12-12 FIBER OPTIC CABLE, 12-COUNT (UNDERGROUND)	14,500	LF	\$1.65	\$23,925.00	\$1.00	\$14,500.00
783-1-12-24 FIBER OPTIC CABLE, 24-COUNT (UNDERGROUND)	65,609	LF	\$1.80	\$118,096.20	\$1.15	\$75,450.35
783-1-12-48 FIBER OPTIC CABLE, 48-COUNT (UNDERGROUND)	65,844	LF	\$1.85	\$121,811.40	\$1.25	\$82,305.00
783-2-31-12 SPLICE, FIBER OPTIC FUSION (12-COUNT)	1	EA	\$810.90	\$810.90	\$925.00	\$925.00
783-2-31-18 SPLICE, FIBER OPTIC FUSION (18-COUNT)	55	EA	\$1,155.15	\$63,533.25	\$1,075.00	\$59,125.00
783-2-31-24 SPLICE, FIBER OPTIC FUSION (24-COUNT)	1	EA	\$1,479.00	\$1,479.00	\$1,525.00	\$1,525.00
783-2-31-30 SPLICE, FIBER OPTIC FUSION (30-COUNT)	6	EA	\$1,797.75	\$10,786.50	\$1,675.00	\$10,050.00
783-2-31-36 SPLICE, FIBER OPTIC FUSION (36-COUNT)	1	EA	\$2,065.50	\$2,065.50	\$1,875.00	\$1,875.00
783-2-31-48 SPLICE, FIBER OPTIC FUSION (48-COUNT)	6	EA	\$2,672.40	\$16,034.40	\$1,925.00	\$11,550.00
783-2-31-54 SPLICE, FIBER OPTIC FUSION (54-COUNT)	11	EA	\$2,868.75	\$31,556.25	\$2,195.00	\$24,145.00
783-2-31-72 SPLICE, FIBER OPTIC FUSION (72-COUNT)	3	EA	\$3,702.60	\$11,107.80	\$2,595.00	\$7,785.00
783-2-32-6 TERMINATION, 6-COUNT FIBER	2	EA	\$629.85	\$1,259.70	\$995.00	\$1,990.00
783-2-32-12 TERMINATION, 12-COUNT FIBER	80	EA	\$901.00	\$72,080.00	\$1,125.00	\$90,000.00
783-2-32-24 TERMINATION, 24-COUNT FIBER	27	EA	\$1,379.55	\$37,247.85	\$1,795.00	\$48,465.00
783-2-32-48 TERMINATION, 48-COUNT FIBER	39	EA	\$2,422.50	\$94,477.50	\$3,325.00	\$129,675.00
783-3-18-A PATCH CABLE ST:LC FIBER OPTIC SM, DUAL ZIP, 1 METER CERAMIC	283	EA	\$20.20	\$5,716.60	\$22.25	\$6,296.75
783-3-18-B PATCH CABLE ST:ST FIBER OPTIC SM, DUAL ZIP, 1 METER CERAMIC	58	EA	\$19.75	\$1,145.50	\$19.25	\$1,116.50
783-3-18-C COPPER PATCH CABLE, CAT 5E, 568A, 1 METER YELLOW, STD	216	EA	\$11.45	\$2,473.20	\$5.00	\$1,080.00
783-7-1 ITS JUNCTION BOX	52	EA	\$135.68	\$7,055.36	\$400.00	\$20,800.00
783-8-1 ITS MULTI-CONDUCTOR COMM CABLE - (HYBRID CAMERA CABLE)	13,030	LF	\$3.90	\$50,817.00 *	\$5.00	\$65,150.00
784-1-1A ITS MANAGED HARDENED ETHERNET SWITCH - 2 FIBER PORTS	71	EA	\$1,350.90	\$95,913.90	\$2,500.00	\$177,500.00

PROJECT NAME: ATMS - GROUP 3
PROJECT NUMBER: 2011059
BID OPENING DATE: SEPTEMBER 13, 2011
CONTRACT DAYS: 300 CALENDAR DAYS

		ROHL NETWORKS, LP				AMERICAN LIGHTING AND SIGNALIZATION, INC.	
	ITEM	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
784-1-18	ITS MANAGED HARDENED ETHERNET SWITCH - 3 FIBER PORTS	44	EA	\$1,508.35	\$66,367.40	\$2,500.00	\$110,000.00
784-3-11	ITS DIGITAL VIDEO ENCODER	51	EA	\$2,845.75	\$145,133.25	\$4,000.00	\$204,000.00
	ITS FIELD CABINET - CAMERA CABINET POLE						
785-2-111	MOUNT	1	EA	\$4,356.25	\$4,356.25	\$6,000.00	\$6,000.00
785-2-122	ITS FIELD CABINET - HUB-SITE CABINET 24" WITH CONCRETE BASE	8	EA	\$5,509.55	\$44,076.40	\$6,500.00	\$52,000.00
TOTAL BASE BID		****	***	*****	\$2,983,210.67 *	*****	\$2,938,877.65

*DENOTES CORRECTED FIGURE
BIDS RECEIVED BY: CHARLES W. RICH, PE
BIDS RECORDED BY: JAYNE CANALE, TECHNICAL AIDE

CONTRACT

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

R2012-0217

This Contract, made this ____ day of JAN 24 2012 A.D. 20____, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter called the party of the first part), and WORLD FIBER TECHNOLOGIES, INC., of ALPHARETTA, GA and (his) (its) (their) heirs, executors, administrators and assigns, (hereinafter called the part of the second part):

WITNESSETH: The party of the second part agrees with the said party of the first part, for the consideration herein mentioned at his, its or their own proper cost and expense to do all the work and furnish all necessary labor, materials, equipment, machinery, tools, apparatus, services, state workmen's compensation and unemployment compensation taxes incurred in the performance of the contract, and means of transportation for the complete construction of:

Advanced Traffic Management Systems – Group 3, Palm Beach County Project No. 2011059

IN THE AMOUNT OF:

TWO MILLION FIVE HUNDRED FORTY TWO THOUSAND ONE HUNDRED FORTY DOLLARS 67/100
(IN WORDS)

\$2,542,140.67
(IN FIGURES)

in Palm Beach County, Florida, in the manner and to the full extent as set forth in the Contract Documents therefore and the Contract Documents relative thereto, are made a part of this agreement as completely as if set forth herein, to the satisfaction of the party of the first part, or its duly authorized representative.

The said party of the second part further agrees for the consideration herein mentioned to commence the work adequate forces and equipment within fourteen (14) calendar days of the date set forth in the "Notice to Proceed". The time limit for the completion of all work under this contract shall be as set forth in the Proposal. The date fixing this period upon the calendar shall be established and stated in the "Notice to Proceed". After commencement of the work, it shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully completed within the time limit. It is understood and agreed that the time limit for completion of said work is the essence of the contract and should the contractor fail to complete the work within the time limit, it is agreed that for such calendar day that any work provided for in these Contract Documents shall remain incomplete after the time limit has expired, including any official extension of the time limit; the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision.

The Contractor shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his want of knowledge of such contingent work as an excuse for delay in his work, or for its non-performance.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and sealed the day and year first written above.

R2012-0217 JAN 24 2012

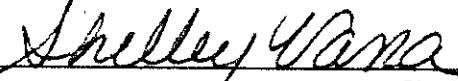
ATTEST:

SHARON R. BOCK, Clerk and Comptroller

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

By: 
Deputy Clerk



By: 
Shelley Vana, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


COUNTY ATTORNEY

APPROVED AS TO TERMS
AND CONDITIONS


ENGINEERING


ATTEST


Nancy Diehl, Secretary

PRINT NAME & TITLE

World Fiber Technologies, Inc.
(Corporate Name)

a Georgia corporation
(Insert state of corporation)

By: 
(Signature)

Mark L. Battle
(Print signatory's name)

(CORPORATE SEAL)

STATE OF FLORIDA, COUNTY OF PALM BEACH
SHARON R. BOCK, Clerk and Comptroller
certify this to be a true and correct copy of the original
filed in my office on

dated at West Palm Beach, Florida

By: 
Deputy Clerk

It's: President/CEO
(Print title)

C-2

CURRENT PENDING

Agenda Item # 3-B-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS *BAIU 7-0*
R-2011-0420
and
R-2011-0421
AGENDA ITEM SUMMARY

Meeting Date: March 22, 2011 ☐ Consent ☒ Regular
 ☐ Workshop ☐ Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) Rescind the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT), R2011-0023, approved on January 11, 2011; and
- B) Adopt a Resolution approving a new LAP Agreement that includes U. S. Homeland Security's E-Verify requirement for accomplishing the Advanced Transportation Management System (ATMS) Group 3 project.

SUMMARY: Board approved a LAP Agreement with FDOT on January 11, 2011 to facilitate funding for ATMS Group 3 Project. FDOT has since added a new requirement of including the U.S. Homeland Security's E-Verify for all the State administered projects. Rescinding the Agreement per R2011-0023, and approving the new Agreement will allow the accomplishment of the ATMS Group 3 project. This project will be the latest phase of a multi-phase program of implementing the ATMS in Palm Beach County (County) utilizing Federal funds. There will be no matching funds required by the County.

Countywide (MRE)

Background and Justification: The ATMS Group 1 began with conversion of the communications network from a serial-over-copper network to an Ethernet-over-fiber network to the traffic signal controllers. The ATMS Group 2 accomplished replacing over 1,000 traffic signal controllers with the newer generation controllers and further expanding the fiber-optic communications network. To date, approximately 650 traffic signals and 48 closed circuit television (CCTV) cameras have been added to the Intelligent Transportation System (ITS) network. The ATMS Group 3 will add 61 miles of fiber-optic communications network, 51 CCTV cameras, four Dynamic Message Signs and bring 77 more traffic signals online with the ITS system. The funding allocated for accomplishing the ATMS Group 3 project is \$3,561,918.

Attachments:

- 1. New Local Agency Program Agreement – with Exhibits A, B, C, 1, T and X (5 copies)
- 2. Resolution (5 copies)
- 3. R-2011-0023

Recommended by: *Don Masberg* *03/16/11*
 Division Director Date

Approved by: *S. T. Wohl* *3/17/11*
 County Engineer Date

APPROVED BY BOARD

3/22/11

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Agenda Item # 3-B-1

AGENDA ITEM SUMMARY

Meeting Date: March 22, 2011

[] Consent [X] Regular
[] Workshop [] Public Hearing

Department:

Submitted By: Engineering & Public Works

Submitted For: Traffic Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) Rescind the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT), R2011-0023, approved on January 11, 2011; and
- B) Adopt a Resolution approving a new LAP Agreement that includes U. S. Homeland Security's E-Verify requirement for accomplishing the Advanced Transportation Management System (ATMS) Group 3 project.

SUMMARY: Board approved a LAP Agreement with FDOT on January 11, 2011 to facilitate funding for ATMS Group 3 Project. FDOT has since added a new requirement of including the U.S. Homeland Security's E-Verify for all the State administered projects. Rescinding the Agreement per R2011-0023, and approving the new Agreement will allow the accomplishment of the ATMS Group 3 project. This project will be the latest phase of a multi-phase program of implementing the ATMS in Palm Beach County (County) utilizing Federal funds. There will be no matching funds required by the County.

Countywide (MRE)

Background and Justification: The ATMS Group 1 began with conversion of the communications network from a serial-over-copper network to an Ethernet-over-fiber network to the traffic signal controllers. The ATMS Group 2 accomplished replacing over 1,000 traffic signal controllers with the newer generation controllers and further expanding the fiber-optic communications network. To date, approximately 650 traffic signals and 48 closed circuit television (CCTV) cameras have been added to the Intelligent Transportation System (ITS) network. The ATMS Group 3 will add 61 miles of fiber-optic communications network, 51 CCTV cameras, four Dynamic Message Signs and bring 77 more traffic signals online with the ITS system. The funding allocated for accomplishing the ATMS Group 3 project is \$3,561,918.

Attachments:

1. New Local Agency Program Agreement – with Exhibits A, B, C, 1, T and X (5 copies)
2. Resolution (5 copies)
3. R-2011-0023

Recommended by: Dan Masberg
Division Director

03/16/11
Date

Approved by: S. J. Wohl
County Engineer

3/17/11
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
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. This revised agreement adds language to include E-Verify requirements; however, it does not change the amount or scope of the grant.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

OFMB
cc 3/17/11
SN 3/17/11

Contract Dev. and Control
3/18/11

B. Approved as to Form and Legal Sufficiency:

Assistant County Attorney
3/20/11

C. Other Department Review:

Department Director

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

RESOLUTION NO. R-2011- 0420

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, AUTHORIZING EXECUTION OF THE LOCAL AGENCY PARTICIPATION AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF FLORIDA AND PROVIDING WHEN THIS RESOLUTION WILL TAKE EFFECT.

WHEREAS, the State of Florida Department of Transportation (FDOT) and Palm Beach County (County) desire to enter into a Local Agency Participation (LAP) Agreement by both parties; and

WHEREAS, the Agreement allows construction of the Advanced Traffic Management System (ATMS) Group 3 project, and integrates with the Intelligent Transportation System (ITS) center at the Vista Center; and

WHEREAS, this Agreement allows reimbursement of construction costs for the ATMS Group 3 project up to a maximum of \$3,561,918 from FDOT; and

WHEREAS, the State of Florida has requested the County execute and deliver the Agreement to the State of Florida, Department of Transportation.

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chairperson is hereby authorized to execute, and deliver to the State of Florida Department of Transportation, the aforementioned LAP Agreement.

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

Remainder of Page Left Blank

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

COMMISSIONER KAREN MARCUS, CHAIR	- Aye
COMMISSIONER SHELLEY VANA, VICE CHAIR	- Aye
COMMISSIONER PAULETTE BURDICK	- Aye
COMMISSIONER STEVEN L. ABRAMS	- Aye
COMMISSIONER BURT AARONSON	- Aye
COMMISSIONER JESS R. SANTAMARIA	- Aye
COMMISSIONER PRISCILLA A. TAYLOR	- Aye

The Chair thereupon declared the Resolution duly passed and adopted this 22nd day of March, 2011.

PALM BEACH COUNTY,
FLORIDA, BY ITS BOARD OF
COUNTY COMMISSIONERS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

SHARON R. BOCK,
CLERK & COMPTROLLER
CIRCUIT COURT

By: 
Assistant County Attorney

By: 
Deputy Clerk



RESOLUTION NO. R-2011- 0023

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, AUTHORIZING EXECUTION OF THE LOCAL AGENCY PARTICIPATION AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF FLORIDA AND PROVIDING WHEN THIS RESOLUTION WILL TAKE EFFECT.

WHEREAS, the State of Florida Department of Transportation (FDOT) and Palm Beach County (County) desire to enter into a Local Agency Participation (LAP) Agreement by both parties, and;

WHEREAS, the Agreement allows construction of the Advanced Traffic Management System (ATMS) Group 3 project, and integrates with the Intelligent Transportation System (ITS) center at the Vista Center, and;

WHEREAS, this Agreement allows reimbursement of construction costs for the ATMS Group 3 project up to a maximum of \$3,561,918 from FDOT, and;

WHEREAS, the State of Florida has requested the County execute and deliver the Agreement to the State of Florida, Department of Transportation.

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chairperson is hereby authorized to execute, and deliver to the State of Florida Department of Transportation, the aforementioned LAP Agreement.

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

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

COMMISSIONER KAREN MARCUS, CHAIR	-	Aye
COMMISSIONER SHELLEY VANA, VICE CHAIR	-	Aye
COMMISSIONER PAULETTE BURDICK	-	Aye
COMMISSIONER STEVEN L. ABRAMS	-	Aye
COMMISSIONER BURT AARONSON	-	Aye
COMMISSIONER JESS R. SANTAMARIA	-	Aye
COMMISSIONER PRISCILLA A. TAYLOR	-	Aye

The Chair thereupon declared the Resolution duly passed and adopted this 11th day of January, 2011.

PALM BEACH COUNTY,
FLORIDA, BY ITS BOARD OF
COUNTY COMMISSIONERS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

SHARON R. BOCK,
CLERK & COMPTROLLER
CIRCUIT COURT

By: Marlene Stewart
Assistant County Attorney

By: Nancy Ponder
Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
3/2/09
Page 1

FPN: 416525-2-58-01	Fund: SU	FLAIR Approp: _____
Federal No: 9048 112 C	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: _____	FLAIR Approp: _____
Data Universal Number System (DUNS) No: 80-939-7102		FLAIR Obj: _____
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		Vendor No: VF596000785-224

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 Countywide Advance Traffic Management Systems (ATMS) Design Group 3 as shown on exhibit C and installation of 4 Dynamic Message Signs (DMS) on SR-80 from East of 103rd Ave North to West of Parker Ave 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+C+1+T+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

525-018-40
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, 2012. 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 \$ 3,561,918.00. 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:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-10
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
02/09
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

525-010-43
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, Budget & Work Program Coordinator
Florida Department of Transportation
3400 West Commercial Blvd
Fort Lauderdale, FL 33309
 - 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, Budget & Work Program Coordinator
Florida Department of Transportation
3400 West Commercial Blvd
Fort Lauderdale, FL 33309

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:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-013-40
PRODUCTION SUPPORT
02/09
Page 6

Karen Maxon, Budget & Work Program Coordinator
Florida Department of Transportation
3400 West Commercial Blvd
Fort Lauderdale, FL 33309

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, Budget & Work Program Coordinator
Florida Department of Transportation
3400 West Commercial Blvd
Fort Lauderdale, FL 33309

- 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, Budget & Work Program Coordinator
Florida Department of Transportation
3400 West Commercial Blvd
Fort Lauderdale, FL 33309

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).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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

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

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

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

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 12.07.

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:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
Page 8

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 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-310-40
PRODUCTION SUPPORT
02/09
Page 9

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:

"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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
Page 10

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

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

12.05 Discrimination: In accordance with Section 287.134, 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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

shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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

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

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

13.07 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
Page 12

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.

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.

13.16 E-VERIFY

The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and
2. All persons, contractors, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
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:

Legal Review:

Attorney

Office of the General Counsel

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-019-40
PROJECT MANAGEMENT OFFICE
08/08
Page

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 416525-2-58-01

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

Dated _____

PROJECT LOCATION: 33 locations throughout Palm Beach County (See Exhibit C) and SR-80 from East of 103rd Ave North to West of Parker Ave

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

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

PROJECT DESCRIPTION:

Countywide Advanced Traffic Management Systems (ATMS) Design Group 3 as shown on Exhibit C and installation of 4 dynamic Message Signs (DMS) on SR-80

SPECIAL CONSIDERATIONS BY AGENCY:

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

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

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

- a) Study to be completed by N/A (Phase 18 and 28 LAP Agreements)
- b) Design to be completed by N/A (Phase 38 LAP Agreements)
- c) Right-of-Way requirements identified and provided to the Department by N/A (All LAPS requiring R/W) (District will handle all Right of Way activities on LAPS, the date would be set by the necessary timeframe to complete R/W activities.
- d) Right-of-Way to be certified prior to advertising for Construction. (All Phase 58 LAPS).
- e) Construction contract to be let by 6/1/2011 (For Phase 58 LAPS). (This date would be prior to the end of the fiscal year that the Phase 58 is programmed in FM)
- f) Construction to be completed by 12/31/2012. (Phase 58 LAP Agreements)

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

This project is for reimbursement of **Construction Only** in the year 2010/2011 in the amount of \$3,561,918.00. Upon execution of this agreement by all parties the Department will provide the Agency ONE **EXECUTED AGREEMENT** and a **NOTICE TO PROCEED**. The Agency should not start any construction prior to the **EXECUTED AGREEMENT** and a **NOTICE TO PROCEED**. The Agency will only be reimbursed for costs incurred after the executed agreement date and prior to the agreement or time extension (if required by a request for a time extension from the Agency) date.

Upon completion of the Project, the Agency is required to notify the Department of the date of the completion and final invoicing. The Department may require an onsite inspection with the Agency

Refer to Exhibit "B" annexed hereto and made a part hereof

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 2300 N. Jog Road 3 rd Floor West West Palm Beach, FL 33411	FPN: 416525-2-58-01
---	----------------------------

PROJECT DESCRIPTION

Name: ATMS Design Group 3 Length: _____
 Termini: 33 locations throughout Palm Beach County (see Exhibit C) and SR-80 from East of 103rd Ave North to West of Parker Ave

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			
2007-2008			
2008-2009			
2009-2010			
2010-2011 SU			
Total Construction Cost	\$3,561,918.00	\$0.00	\$3,561,918.00
	\$3,561,918.00	\$0.00	\$3,561,918.00
Construction Engineering and Inspection (CEI)			
2006-2007			
2007-2008			
2008-2009			
Total CEI Cost			
Total Construction and CEI Costs	\$3,561,918.00	\$0.00	\$3,561,918.00
TOTAL COST OF THE PROJECT	\$3,561,918.00	\$0.00	\$3,561,918.00

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

EXHIBIT C

ATMS GROUP 3 COMMUNICATIONS CABLE ROUTING PLANS

Roadway	From	To	Communication Package Number	
BURNS RD. -	ALT A1A	PROSPERITY FARMS RD.	1	FDOT Contract Number:
PROSPERITY FARMS RD.	BURNS RD.	PGA BLVD.	2	
NORTHLAKE BLVD.	PROSPERITY FARMS RD.	FEDERAL HWY.	3	
BLUE HERON BLVD	GARDEN RD.	CONGRESS AVE.	4	PBC Contract Number:
45TH STREET	CONGRESS AVE.	NORTHSORE DR.	5	
PALM BEACH LAKES BLVD.	N. MANGONIA DR. / 7TH ST	N. SAPPHIRE AVE.	6	
BANYAN BLVD.	TAMARIND AVE.	QUADRILLE BLVD.	7	Plans Prepared By:
FOREST HILL BLVD.	WELLINGTON TRACE	SOUTHERN BLVD.	8	
SOUTHERN BLVD.	GEM LAKE DR.	DIXIE HWY.	9	
JOG RD. -	SOUTHERN BLVD.	OKEECHOBEE BLVD	10	Palm Beach County Traffic Engineering 2300 North Jog Rd West Palm Beach, FL 33411 Phone: 561-884-4030 Fax: 561-478-6770
JOG RD.	LAKE WORTH RD.	FOREST HILL BLVD.	11	
CONGRESS AVE.	HYPOLUXO RD.	ST LUKES SCHOOL	12	
N. FEDERAL HWY.	LAKE AVE.	13TH AVE NORTH	13	Contact Personnel:
LUCERNE AVE.	N. DIXIE HWY.	N. FEDERAL HWY.	14	
LAKE AVE.	S. DIXIE HWY.	S. FEDERAL HWY	15	
S. FEDERAL HWY	6TH AVE. SOUTH	LAKE AVE.	16	Giri Jeedigunta - 561-848-4168 Jason Host - 561-881-4319 Rod Friedel - 561-881-4371 Harold Reed - 561-881-4326
LAKE WORTH RD.	PBCC	DIXIE HWY.	17	
6TH AVE. S.	I-95	DIXIE HWY.	18	
MELALEUCA LANE	KIRK RD	CONGRESS AVE	19	Engineer of Record: Giridhar V. Jeedigunta, P.E.
LAKE WORTH RD.	SR 7 / US 441	FLORIDA'S TURNPIKE	20	
MILITARY TRAIL	BOYNTON BEACH BLVD.	MELALEUCA LANE	21	
LANTANA RD.	FIRE STATION #35	HIGH RIDGE RD.	22	Approved By: Date:
GATEWAY BLVD.	HIGH RIDGE RD	FEDERAL HWY. / US#1	23	
BOYNTON BEACH BLVD.	MILITARY TRAIL	LAWRENCE RD.	24	
BOYNTON BEACH BLVD.	CONGRESS AVE.	OLD BOYNTON	25	
WOOLBRIGHT RD.	FIRE STATION #2 HUB-SITE	FEDERAL HWY.	26	
WOOLBRIGHT RD.	HAGEN RANCH RD	MILITARY TRAIL	27	
WOOLBRIGHT RD.	MILITARY TRAIL	FIRE STATION #2 HUB-SITE	28	
JOG RD.	ROYAL PALM POLO	LINTON BLVD	29	
CLINT MOORE RD.	SR 7 / US 441	LYONS RD	30	
YAMATO RD.	SR 7 / US 441	BOCA WEST DR	31	
PALMETTO PARK RD.	SR 7 / US 441	TOLEDO RD.	32	
SW 18 ST.	SR 7 / US 441	PALM D'ORD DR.	33	

EXHIBIT "C" contd.. ATMS Group 3 CCTV Camera Locations

Intersection		Camera ID	Camera Location	
1	Indiantown Rd & Alt A1A	6	N/E Corner	
2	Indiantown Rd & Military Trail	5	N/W Corner	
3	Donald Ross Rd & Military Trail	10	N/E Corner	FDOT Contract #:
4	Donald Ross Rd & Alt A1A	11	N/E Corner	
5	PGA Blvd & Gardens Mall	18	N/W Corner	PBC Contract #:
6	Northlake Blvd & Military Trail	21	N/W Corner	
7	Northlake Blvd & Congress Ave	23	S/E Corner	
8	Northlake Blvd & Alt A1A	24	S/E Corner	
9	Beeline Hwy & Florida Turnpike / Jog Rd	26	S/E Corner	
10	Blue Heron Blvd & Military Trail	27	S/W Corner	Plans Prepared By:
11	Blue Heron Blvd & Congress Ave	29	N/E Corner	
12	45th Street & Military Trail	35	N/W Corner	Palm Beach County Traffic Engineering
13	45th Street & Congress Ave	38	N/E Corner	2300 N. Jog Rd
14	Palm Beach Lakes Blvd & Congress Ave	44	N/E Corner	West Palm Beach, FL 33411
15	Okeechobee Blvd & Congress Ave	59	N/W Corner	Phone: 561-684-4030
16	Belvedere Rd & SR-7	68	N/W Corner	Fax: 561-478-5770
17	Belvedere Rd & Military Trail	71	S/W Corner	
18	Belvedere Rd & Congress Ave	72	N/W Corner	
19	Belvedere Rd & I-95 West	74	North	
20	Belvedere Rd & I-95 East	75	N/W Corner	Contact Personnel:
21	Southern Blvd & Congress Ave	89	South	
22	Southern Blvd & I-95	92	S/E of West Int	Giri Jeedigunta : 561-684-4168
23	Forest Hill Blvd & Jog Rd	102	S/W Corner	Jason Hoel: 561-681-4319
24	Forest Hill Blvd & Military Trail	103	S/E Corner	Rod Friedel: 561-681-4371
25	Forest Hill Blvd & Congress Ave	104	S/W Corner	Harold Reed: 561-681-4326
26	Forest Hill Blvd & I-95	105	N/W of East Int	

27	10th Ave & Military Trail	108	S/W Corner	Engineer of Record: Giridhar V. Jeedigunta, P.E.
28	10th Ave & Congress Ave	109	S/W Corner	
29	10th Ave & I-95	110	N/W of East Int	
30	Lake Worth Rd & SR-7	114	S/E Corner	Approved By:
31	Lake Worth Rd & Florida Turnpike	116	S/E Corner	
32	Lake Worth Rd & Jog Rd	117	N/W Corner	
33	Lake Worth Rd & Military Trail	118	S/W Corner	Date:
34	6th Ave North & Congress Ave	121	S/W Corner	
35	6th Ave North & I-95	122	N/E of East Int	
36	Lantana Rd & Jog Rd	127	S/W Corner	
37	Lantana Rd & Military Trail	128	S/W Corner	
38	Lantana Rd & Congress Ave	129	S/W Corner	
39	Lantana Rd & I-95	130	N/W of East Int	
40	Hypoluxo Rd & I-95	136	N/W of East Int	
41	Gateway Blvd & Military Trail	139	N/W Corner	
42	Gateway Blvd & I-95 East	142	N/E of East Int	
43	Boynton Beach Blvd & I-95	151	S/W of West Int	
44	Woolbright Rd & I-95	157	S/W of East Int	
45	West Atlantic Ave & Congress Ave	215	N/W Corner	
46	West Atlantic Ave & I-95	169	N/W of East Int	
47	Linton Blvd & Congress Ave	217	N/W Corner	
48	Linton Blvd & I-95	174	N/W of East Int	
49	Glades Rd & Lyons Rd	186	N/W Corner	
50	Glades Rd & Jog Rd / Powerline Rd	188	N/W Corner	
51	S.W. 18th Street & SR-7	197	N/W Corner	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-310-40
PROJECT MANAGEMENT OFFICE
08/08
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: \$ 3,561,918.00

Compliance Requirement:

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
10/10
Page

EXHIBIT "T"

TRAFFIC SIGNAL MAINTENANCE AGREEMENT (TSMA)

Paragraph 13.13 is expanded by the following:

The parties mutually agree and covenant as follows:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Agency, and the designated officer of the Agency has favorably acknowledged the request order, the Agency shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Agency in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Agency shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Agency shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Agency.
7. The Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Agency may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Agency in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Agency shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
10/10
Page

EXHIBIT "T" (continued)

TRAFFIC SIGNAL MAINTENANCE AGREEMENT (TSMA)

8. The Agency shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this TSMA. The Agency shall furnish a copy of such agreements to the Department.

10. This TSMA shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
09/10
Page

EXHIBIT "X"

PROJECT ESTIMATE AND DISBURSEMENT SCHEDULE

FPN: 416525-2-58-01

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 or any American Recovery and Reinvestment Act (ARRA) project may be reduced upon determination of the award amount and execution of a LAP Supplemental Agreement. If a LAP Supplemental Agreement is executed, a copy of the LAP Supplemental should be forwarded to the Department's Federal-Aid Management Office.

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

525-310-10
CONSTRUCTION
08/00
Page 1 of 2

DATE _____

AGENCY Palm Beach County

FEDERAL-AID PROJECT NUMBER 9048 112 C

FIN NUMBER 416525-2-58-01

STATE JOB NUMBER _____ TIP PAGE NUMBER _____

PROJECT TITLE Countywide Advanced Traffic Management Systems (ATMS) Design Group 3 as shown on Exhibit C and installation of 4 Dynamic Message Signs (DMS) on SR-80

PROJECT TERMINI FROM: 33 locations throughout Palm Beach County (see exhibit C) and SR-80 from East of 103rd Ave to North to West of Parker Ave.

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: N/A and reevaluated on: _____

EA /FONSI approved on: N/A and reevaluated on: _____

Categorical Exclusion: _____

Programmatic Categorical Exclusion determination on: _____

Type I Categorical Exclusion determination on: N/A

Type II Categorical Exclusion determination on: N/A

Categorical Exclusion Reevaluation on: N/A

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						
R/W						
CONST.	\$3,561,918.00	\$0.00	\$0.00	\$3,561,918.00	100%	
TOTAL	\$3,561,918.00	\$0.00	\$0.00	\$3,561,918.00	100%	

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)

Roadway Width: _____ Number of Lanes _____

Bridge Number(s) on Project 24

DESCRIPTION OF PROPOSED WORK ☐ New Construction ☐ 3-R ☐ Enhancement ☒ Congestion Mitigation

Roadway Reconstruction Roadway Width Varies Number of Lanes Varies

Countywide Advanced Traffic Management Systems (ATMS) Design Group 3 as shown on Exhibit C and installation of 4 Dynamic Message Signs (DMS) on SR-80 from East of 103rd Ave North to West of Parker Ave.

LOCAL AGENCY CONTACT PERSON

Giridhar Jeedigunta, P.E.

TITLE: Project Manager

MAILING ADDRESS:

Palm Beach County Engineering & Public Works Department
2300 N. Jog Road
West Palm Beach, FL 33411

PHONE: (561) 684-4168

AGENCY

Palm Beach County

ZIP CODE: 33411

LOCATION AND DESIGN APPROVAL:

BY: [Signature] 08/16/11

Approving Authority

TITLE: Director of Traffic Division

DATE:

AGENCY: Palm Beach County	PROJECT TITLE: Countywide Advance Traffic Management Systems (ATMS) Design Group 3 and installation of 4 Dynamic Message Signs (DMS) on SR-80	DATE:
------------------------------	---	-------

ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS: An Environmental determination has been 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 ITS DESIGNEE, AND IS NOT INCONSISTANT WITH THE AGENCY'S COMPREHENSIVE PLAN FOR COMMUNITY DEVELOPMENT.

AGENCY: Palm Beach County Engineering & Public Works

DATE: 03/15/04

By: Dan Weisberg
Dan Weisberg, P.E. - Director of Traffic Division