

ADD-
ON

Agenda Item #:

5-F-2

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 5, 2012

☐ Consent
☐ Workshop

☒ Regular
☐ Public Hearing

Department:

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) Adopt a Resolution approving Amendment Number Three to the Local Agency Program (LAP) Agreement R2010-0697 with the State of Florida Department of Transportation (FDOT) to add \$38,448.70 for the construction of Okeechobee Boulevard from Australian Avenue to Tamarind Avenue (Project); and
- B) Approve a Budget Amendment of \$38,449 in the Road Impact Fee Fund – Zone 2 to increase the LAP funding from FDOT for the Project.

SUMMARY: Adoption of this Resolution approving Amendment Number Three and approval of the Budget Amendment will add \$38,448.70 for Construction Engineering Inspection of the Project.

District 7 (MRE)

Background and Justification: The LAP Agreement R2010-0697, approved on May 4, 2010, with FDOT granted Palm Beach County \$3,200,000 in construction funding for the construction of turn lanes and signal improvements for Okeechobee Boulevard from Australian Avenue to Tamarind Avenue. Amendment Number One to the LAP reduced the funding amount to \$2,012,764.05 based on the actual bid amount and added the E-Verify requirement per Executive Order 11-02 by Florida's Governor. Amendment Number Two extended the expiration date until June 30, 2012. Amendment Number Three will add \$38,448.70 for Construction Engineering Inspection of the Project which FDOT recently agreed to pay.

Attachments:

1. Location Sketch
2. LAP Amendment Number Three (7 originals)
3. LAP Agreement
4. LAP Amendment Number One
5. LAP Amendment Number Two
6. Resolution (7 originals)
7. Budget Amendment

Recommended by:

Ornelis A. Fernandez
Division Director

Date

5/16/12

Approved By:

T. Wall
County Engineer

Date

5/21/12

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	\$38,449	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
Grant Revenues	(\$38,449)	-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 X

Budget Account No:

Fund 3502 Dept 361 Unit 0947 Object 6551/3104 \$38,448.70

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Fund - Zone 2
Okee Blvd & Tamarind Ave
Florida Department of Revenue - LAP
Okeechobee Blvd/Australian Ave to Tamarind Ave

C. Departmental Fiscal Review:

Alicia Kovalainen

III. REVIEW COMMENTS

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

Nancy Stahl
OFMB
5/13/12
5/13/12
cc
5/13/12
(35)

Dr. J. Jacobson
Contract Dev. and Control
5/25/12

B. Approved as to Form and Legal Sufficiency:

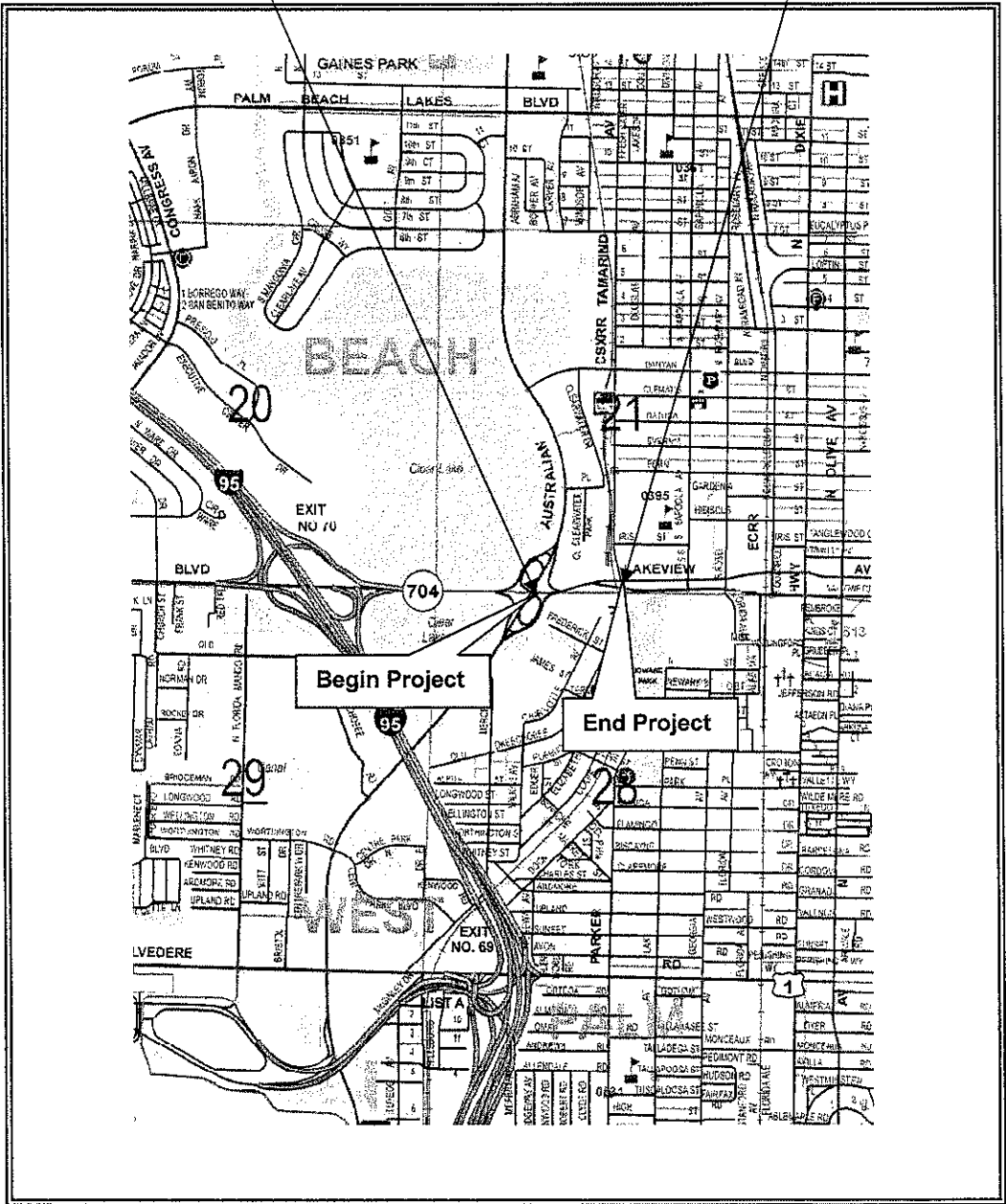
Margaret R. Bette
Assistant County Attorney

C. Other Department Review:

Department Director

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

**PROJECT LOCATION
OKEECHOBEE BLVD. FROM
AUSTRALIAN AVE. TO TAMARIND AVE.
PALM BEACH COUNTY PROJECT #2002111**



LOCATION MAP

SUPPLEMENTAL NO. THREE DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 229755-1-58-02 CONTRACT NO. APY-93
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The Florida Department of Transportation and Palm Beach County desires to supplement the original Agreement entered into and executed on 6/15/2010 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name SR-704 Okeechobee Blvd Length 0.266 Miles

Termini Australian Avenue to Tamarind Avenue

Description of Work:

Project scope included widening, milling and resurfacing, signing and pavement markings, signalization, roadway lighting and to add auxiliary turning lanes on both directions on SR-704 / Okeechobee Blvd from Australian Avenue to Tamarind Avenue.

Reason for Supplement:

The terms of the original Agreement, referenced above, are hereby amended as follows:

- This Supplemental Agreement adds Additional funds for CEI Services in the amount of \$38,448.70.. Additional funds are for CEI Services due to increase in construction time.
- As a result of the foregoing, Paragraph 3.01 of the original Agreement and the terms of Supplemental Number One are amended to reflect a total cost of \$2,463,976.79. In addition, Exhibit B of the original Agreement and Supplemental Number One are further amended as set forth in Exhibit B attached hereto and made a part of.

SUPPLEMENTAL NO. THREE DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT EXHIBIT B	FPN 229755-1-58-02 CONTRACT NO. APY-93
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning 2007-2008 2008-2009 2009-2010 2010-2011 Total Planning Cost	 \$0.00	 \$0.00	 \$0.00	 \$0.00	 \$0.00
Project Development & Environment (PD&E) 2007-2008 2008-2009 2009-2010 2010-2011 Total PD&E Cost	 \$0.00	 \$0.00	 \$0.00	 \$0.00	 \$0.00
Design 2007-2008 2008-2009 2009-2010 2010-2011 Total Design Cost	 \$0.00	 \$0.00	 \$0.00	 \$0.00	 \$0.00
Right-of-Way 2007-2008 2008-2009 2009-2010 2010-2011 Total Right-of-Way Cost	 \$0.00	 \$0.00	 \$0.00	 \$0.00	 \$0.00
Construction 2009-2010 ACEN 2009-2010 TRIP 2009-2010 LF 2011-2012 EB Total Construction Cost	 \$1,600,000.00 \$412,764.05 \$412,764.04 \$0.00 \$2,425,528.09	 \$0.00 \$0.00 \$38,448.70 \$38,448.70	 \$1,600,000.00 \$412,764.05 \$412,764.04 \$38,448.70 \$2,463,976.79	 \$0.00 \$412,764.04 \$0.00 \$412,764.04	 \$1,600,000.00 \$412,764.05 \$0.00 \$38,448.70 \$2,051,212.75
Construction Engineering and Inspection (CEI) 2007-2008 2008-2009 2009-2010 2010-2011 Total CEI Cost	 \$0.00	 \$0.00	 \$0.00	 \$0.00	 \$0.00
Total Construction & CEI Costs	\$2,425,528.09	\$38,448.70	\$2,463,976.79	\$412,764.04	\$2,051,212.75
TOTAL COST OF THE PROJECT	\$2,425,528.09	\$38,448.70	\$2,463,976.79	\$412,764.04	\$2,051,212.75

SUPPLEMENTAL NO. THREE DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 229755-1-58-02 CONTRACT NO. APY-93
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: GERRY O'REILLY, P.E.
Title: Director of Transportation Development

BY: _____
NAME: _____
TITLE: CHAIRMAN
_____ day of _____, 20__

Attest: _____
Name: _____
Title: _____

Date: _____

As to form:

ATTEST:
SHARON R. BOCK

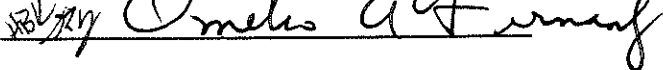
District Attorney

CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS:

BY:  _____

REC'D JUN 28 2010



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

STEPHANIE C. KOPELOUSOS
SECRETARY

June 22, 2010

Mrs. Holly B. Knight, P.E.
Project Manager
Engineering and Public Works
Palm Beach County
2300 N Jog Road, 3rd floor West
West Palm Beach, Florida 33411

Dear Mrs. Knight:

SUBJECT: NOTICE TO PROCEED FOR CONSTRUCTION

FM No.:	229755-1-58-02	CFDA #20.205
Contract No.:	APY-93	
Description:	SR-704/Okeechobee Boulevard from Australian Avenue to Tamarind Avenue	
Agency:	Palm Beach	
County:	Palm Beach	

Attached please find the fully executed Local Agency Program Agreement – with Original signatures – for the above-referenced project. The Department hereby issues this Notice to Proceed (NTP) dated **June 22nd, 2010** for Construction. The total amount of Federal funds authorized is \$2,400,000.00.

Please provide a notice of the pre-construction meeting to Mr. Pat McCann, District Construction Office, 3400 West Commercial Boulevard, Ft. Lauderdale, FL 33309-3421.

In order to be eligible for reimbursement by the Department/FHWA, the Agency must comply with all applicable procedures, standards, and directives as described in the Department's Local Agency Program Manual.

For reimbursement by the Department, please provide four (4) sets of original invoices with back-up materials including copies of checks issued by the Agency to the consultant/contractor. Please send the invoice package to Barbara Handrahan, Florida Department of Transportation, Program Management Office, District Program Coordinator, at 3400 West Commercial Blvd. Ft. Lauderdale, Florida 33309-3421. Telephone No. (954) 777-4459.



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

STEPHANIE C. KOPELOUSOS
SECRETARY

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June 22nd, 2010

Please provide the Department a copy of the Agency Audit Report each year during the life of the project. Send the report to Karen Maxon, Budget & Work Program Coordinator, Florida Department of Transportation, at the same address as shown above.

Please be also advised that the above LAP Agreement will expire on **December 31st, 2011**. Any costs incurred after the agreement expiration date will not be eligible for reimbursement. If you anticipate that the project will not be completed prior to the expiration date, the Agency will need to request for a time extension. Time extension request will need a minimum of 90 days prior to the expiration date.

After the project is completed, please submit a signed original copy of the Final Inspection and Acceptance of Federal-Aid Project (Form 700-010-32) and the Materials Testing Certification (Chapter 23) as shown in the LAP Manual.

Should you have any questions, please do not hesitate to call me at (954) 777-4459 or email at Barbara.Handrahan@dot.state.fl.us

Sincerely,

Barbara Handrahan
District Local Agency Program Coordinator
Florida Department of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309
Phone: 954 777-4459

cc: Pat McCann
Jo Simpson



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R2010 06 97

FPN: <u>229755-1-58-02</u>	Fund: <u>ACEN/TRIP/LF</u>	FLAIR Approp: _____
Federal No: <u>6520 011 U</u>	Org Code: <u>55043010404</u>	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: _____	Contract No: <u>APT 93</u>	Vendor No: <u>VF596000785149</u>
Data Universal Number System (DUNS) No: 80-939-7102		
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS AGREEMENT, made and entered into this 15 day of June, 2010 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 SR-704/Okeechobee Blvd. from Australian Avenue to Tamarind Avenue and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A+B+1+RL+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.

Removal of All Funds

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

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2011. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 3,200,000.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

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

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

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

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

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

- "(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any

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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:

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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.

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3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

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

Part IV - Report Submission:

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

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

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

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

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

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3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421
 - b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - a) The Department at each of the following address(es):

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421
5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.00 Termination or Suspension of Project:

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

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

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

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

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

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

9.00 Contracts of Agency:

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

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

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

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

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

"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

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49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

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

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

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

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, 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

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months from the date of being placed on the convicted vendor list.

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

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

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

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

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

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

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

13.00 Miscellaneous Provisions:

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

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

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

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

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

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

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

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

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

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

13.12 Restrictions on Lobbying:

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

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

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

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

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

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the

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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.

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

AGENCY Palm Beach County

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: [Signature]

By: [Signature]

Name: Burt Aaronson

Name: Gerry O'Reilly

Title: Chair, Board of County Commissioners

Title: Director of Transportation Development

Attest: [Signature]

Attest: [Signature]

Title: Deputy Clerk

Title: Executive Secretary

As to form: and legal sufficiency

As to form: Legal Review:

[Signature]
Attorney

[Signature]
Deputy Attorney
Office of the General Counsel

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

APPROVED AS TO TERMS AND CONDITIONS

[Signature]
Dan Weisberg, P.E.
Director, Traffic Engineering

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FPN: 229755-1-58-02

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of the Agreement between the state of Florida, Department of Transportation and

Palm Beach County

Dated: _____

PROJECT LOCATION: SR-704 / Okeechobee Blvd.

The project ☐ is on ☒ X is not on the National Highway System

The project ☒ X is on ☐ is not on the State Highway System

PROJECT DESCRIPTION:

Add auxiliary turning lanes on both directions on SR-704/Okeechobee Blvd. from Australian Avenue to Tamarind Avenue. Project scope includes widening, milling and resurfacing, signing and pavement markings, signalization and roadway lighting.

SPECIAL CONSIDERATION BY THE 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 projects activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) N/A Study to be completed by N/A (Phase 18 and 28 LAP Agreements)
- b) Design to be completed on or before N/A (Phase 38 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 on or before 9/30/2010 (For Phase 58 LAPs) (This date would be prior to the end of the Fiscal Year that the Phase 58 is programmed in FM)
- f) Construction to be completed on or before 12/31/2011 (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 **Construction Only** with funding in the year 2009 / 2010 in the amount of \$2,400,000.00. Upon execution of this agreement by all parties the Department will provide to 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. Any unused funds will be deleted by the Department and the Federal-Aid Office upon completion and final billing.

Upon completion of the project the Agency is required to notify the Department of the date of completion and final invoicing. The Department may require an on site inspection with the Agency.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The City of West Palm Beach entered into a State Highway Lighting, Maintenance and Compensation Agreement with the Department on April 29th, 2003. As a result, upon completion of the project, the City of West Palm Beach shall maintain the roadway lighting system installed as part of this project throughout its expected useful life.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Palm Beach County 2300 North Jog Road West Palm Beach, FL 33411-2745	FPN: 229755-1-58-02
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PROJECT DESCRIPTION

Name: SR-704/Okeechobee Blvd Length: 0.266 Miles
 Termini: From Australian Avenue(M.P. 8.348) to Tamarind Avenue (M.P. 8.614)

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	2009-2010 ACEN	\$1,600,000.00		\$1,600,000.00
	2009-2010 TRIP	\$800,000.00		\$800,000.00
	2009-2010 LF	\$800,000.00	\$800,000.00	
	2008-2009			
	Total Construction Cost	\$3,200,000.00	\$800,000.00	\$2,400,000.00
Construction Engineering and Inspection (CEI)	2006-2007			
	2007-2008			
	2008-2009			
	Total CEI Cost			
	Total Construction and CEI Costs	\$3,200,000.00	\$800,000.00	\$2,400,000.00
TOTAL COST OF THE PROJECT		\$3,200,000.00	\$800,000.00	\$2,400,000.00

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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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: \$2,400,000.00 in Federal and State Funds – Total \$2,400,000.00

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.

EXHIBIT "RL"

ROADWAY LIGHTING MAINTENANCE AGREEMENT (RLMA)

Paragraph 13.14 is expanded by the following:

1. a) The Agency shall, at its sole cost and expense, maintain the existing or about to be installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Agency shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights burning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state or federal laws, rules, resolutions or ordinances and Department procedures.

2. Record Keeping

The Agency shall keep records of all activities performed pursuant to this RLMA. The records shall be kept in such format as is approved by the Department.

3. Default

In the event that the Agency breaches any of the provisions above, then in addition to any other remedies which are otherwise provided for in this Agreement, the Department may exercise one or more of the following options, provided that at no time shall the Department be entitled to receive double recovery of damages:

a) Pursue a claim for damages suffered by the Department or the public.

b) Pursue any other remedies legally available.

c) As to any work not performed by the Agency, perform any work with its own forces or through contractors and seek reimbursement for the cost thereof from the Agency, if the Agency fails to cure the non-performance within 14 calendar days after written notice from the Department; however, that advance notice and cure shall not be preconditions in the event of an emergency.

EXHIBIT "RL" (continued)

ROADWAY LIGHTNING MAINTENANCE AGREEMENT (RLMA)

4. Force Majeure

Neither the Agency nor the Department shall be liable to the other for any failure to perform under this exhibit to the extent such performance is prevented by an act of God, war, riots, natural catastrophe or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence, provided the party claiming the excuse from performance has:

- a) Promptly notified the other party of the occurrence and its estimate duration,
- b) Promptly remedied or mitigated the effect of the occurrence to the extent possible, and
- c) Resumed performance as soon as possible.

5. Miscellaneous

a) The parties understand and agree that the Department has manuals and written policies and procedures which shall be applicable at the time of the project and the relocation of the facilities and except that the Agency and the Department may have entered into joint agreements for utility work to be performed by a contractor. To the extent that such a joint agreement exists, this exhibit shall not apply to facilities covered by the joint agreement. Copies of Department manuals, policies, and procedures will be provided to the Agency upon request.

- b) Time is of the essence in the performance of all obligations under this RLMA.

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

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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

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EXHIBIT "X"

PROJECT ESTIMATE AND DISBURSEMENT SCHEDULE

FPN: 229755-1-58-02

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

Dated June 15th / 2010

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 June 15th, 2010

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a LAP Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of a LAP Supplemental Agreement. If a LAP Supplemental Agreement is executed, copies should be forwarded to the Department's Office of Comptroller and Federal-Aid Management Office.

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

525-010-30
CONSTRUCTION
08/00
Page 1 of 2

DATE _____

AGENCY Palm Beach County FEDERAL-AID PROJECT NUMBER 6520 011 U

FIN NUMBER 229755-1-58-02 STATE JOB NUMBER _____ TIP PAGE NUMBER _____

PROJECT TITLE: SR-704/Okeechobee Blvd.

PROJECT TERMINI FROM: From Australian Avenue to Tamarind Avenue

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

AWARD TYPE: ☒ LOCAL ☐ LOCAL FORCES

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

EIS approved on: _____, and reevaluated on: _____

EA /FONSI approved on: _____, and reevaluated on: _____

Categorical Exclusion:

Programmatic Categorical Exclusion determination on: _____

Type I Categorical Exclusion determination on: 03/30/2010

Type II Categorical Exclusion determination on: _____

Categorical Exclusion Reevaluation on: _____

PHASE	TOTAL ESTIMATED COST (nearest Dollar)	LOCAL AGENCY FUNDS (nearest Dollar)	STATE FUNDING (nearest Dollar)	FEDERAL FUNDS (nearest Dollar)	PERCENT FEDERAL FUNDS	OBLIGATION DATE Month / Year
PLANNING						
PD&E						
DESIGN						
R/W						
CONST.	\$3,200,000.00	\$800,000.00	\$800,000.00	\$1,600,000.00	50	
TOTAL	\$3,200,000.00	\$800,000.00	\$800,000.00	\$1,600,000.00	50	

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)

Roadway Width: 66' Number of Lanes 6

Bridge Number(s) on Project N/A

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

Roadway Width 66' Number of Lanes 6

Bridge Numbers(s) on Project N/A

Add auxiliary turning lanes on both directions on SR-704/Okeechobee Blvd. from Australian Avenue to Tamarind Avenue. Project scope includes widening, milling and resurfacing, signing and pavement markings, signalization and roadway lighting.

LOCAL AGENCY CONTACT PERSON

Amy Harris, P.E.

MAILING ADDRESS:

2300 N. Jog Road

AGENCY

Palm Beach County

LOCATION AND DESIGN APPROVAL:

TITLE:

Project Manager

PHONE:

561-684-4030

ZIP CODE:

33411-2745

BY:

A. Harris

Approving Authority

TITLE:

SPECIAL PROJECTS MGR

DATE: 4/5/2010

AGENCY: Palm Beach County	PROJECT TITLE: SR-704 / Okeechobee Blvd.	DATE:
------------------------------	---	-------

ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:

An environmental determination has been completed for this project.

RIGHT OF WAY AND RELOCATION:

Right of way was acquired for this project in compliance with applicable state and federal law. No persons or businesses were required to move or move personal property from the project right of way.
Right of way was certified on January 23rd, 2009.

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

AGENCY: Palm Beach County, Florida

DATE: April 27, 2010

By: Dan Weisberg
Dan Weisberg, P.E., Director
Traffic Engineering

RESOLUTION NO. R-2010 - 0696

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING EXECUTION OF A LOCAL AGENCY PROGRAM AGREEMENT FOR PALM BEACH COUNTY CONCERNING AUXILIARY TURNING LANES AND SIGNAL MODIFICATIONS ON OKEECHOBEE BOULEVARD FROM AUSTRALIAN AVENUE TO TAMARIND AVENUE AND PROVIDING WHEN THIS RESOLUTION WILL TAKE EFFECT

WHEREAS, the State of Florida Department of Transportation and Palm Beach County desire to construct auxiliary turning lanes in both directions and signal modifications on Okeechobee Boulevard from Australian Avenue to Tamarind Avenue, and

WHEREAS, the State of Florida has requested Palm Beach County execute and deliver to the State of Florida Department of Transportation a Local Agency Program Agreement for the aforementioned Project; and

WHEREAS, Palm Beach County has applied for Strategic Intermodal System (SIS) Funds to accomplish construction of the project and has been granted \$1,600,000 (Federal funds); and

WHEREAS, the State of Florida Department of Transportation is funding \$800,000 for construction of this project.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chair is hereby authorized to execute, and deliver to the State of Florida, Department of Transportation, a Local Agency Program Agreement for the aforementioned Project.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein.

2. This Resolution will take effect upon its adoption.

Commissioner Burt Aaronson, Chair	- Aye
Commissioner Karen T. Marcus, Vice Chair	- Aye
Commissioner Jeff Koons	- Aye
Commissioner Shelley Vana	- Aye
Commissioner Steven L. Abrams	- Aye
Commissioner Jess R. Santamaria	- Aye
Commissioner Priscilla Taylor	- Aye

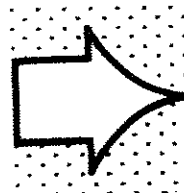
The Chairperson thereupon declared the Resolution duly passed and adopted
this 4th day of May, 2010.

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

APPROVED AS TO FORM
AND LEGAL SUFFICIENTY

SHARON R. BOCK, CLERK &
COMPTROLLER
PALM BEACH COUNTY

By: *Monique R. Bock*
County Attorney



By: *Latoya Bock*
Clerk



Dano, Arleen

From: The job FI989WMR
Sent: Wednesday, June 16, 2010 3:02 PM
To: Dano, Arleen
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT APY93

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #APY93 Contract Type: AK Method of Procurement: G
Vendor Name: PALM BEACH COUNT
Vendor ID: VF596000785149
Beginning date of this Agmt: 06/18/10
Ending date of this Agmt: 12/31/11
Contract Total/Budgetary Ceiling: ct = \$2,400,000.00

Description:
SR-704/Okeechobee Blvd. from Australian Ave. to Tamarind Ave

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

Action: ORIGINAL Funds have been: APPROVED

55 043010404 *OM *790092 * 2400000.00 *22975515802 *215 *20.205
2010 *55150200 *088717/10
0001 *00 *0001/04

TOTAL AMOUNT: *\$ 2,400,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 06/16/2010

R2017 1483

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SUPPLEMENTAL NO. ONE DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 229755-1-58-02 CONTRACT NO. APY-93
--	---	---

The Florida Department of Transportation and Palm Beach County _____ desires to supplement the original Agreement entered into and executed on 6/15/2010 _____ as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name SR-704 Okeechobee Blvd Length 0.266 Miles

Termini Australian Avenue to Tamarind Avenue

Description of Work:

Project scope included widening, milling and resurfacing, signing and pavement markings, signalization, roadway lighting and to add auxiliary turning lanes on both directions on SR-704 / Okeechobee Blvd from Australian Avenue to Tamarind Avenue.

Reason for Supplement:

The terms of the original Agreement, referenced above, are hereby amended as follows:

- This Supplemental Agreement adds Exhibit L "Landscaping Maintenance Agreement", attached hereto and made a part hereof for landscaping activities (relocation of 13 Royal Palms and 6 Sabal Palms) as it was not included in the Original Agreement. This will be at no additional cost to the Department.
- This Supplemental Agreement decreases the original Agreement amount by \$774,471.91, as explained below:
 - Total bid Amount \$2,216,015.80
 - Non-Participating Items \$0.00
 - CEI Costs \$209,512.29
 - Total Project Costs \$ 2,425,528.09
 - Total State and Federal contribution \$2,012,764.05
 - Total Agency contribution \$412,764.04
- Exhibit B attached hereto and made a part hereof replaces exhibit B of the original Agreement
- This Supplemental Agreement also amends the Original Agreement to include Paragraph 13.16 E-VERIFY as follows:

13.16 E-VERIFY

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

EXHIBIT B

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PRODUCTION SUPPORT
02/09

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SUPPLEMENTAL NO. ONE DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 229755-1-58-02 CONTRACT NO. APY-93
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning 2007-2008 2008-2009 2009-2010 2010-2011 Total Planning Cost	 \$0.00	 \$0.00	 \$0.00	 \$0.00	 \$0.00
Project Development & Environment (PD&E) 2007-2008 2008-2009 2009-2010 2010-2011 Total PD&E Cost	 \$0.00	 \$0.00	 \$0.00	 \$0.00	 \$0.00
Design 2007-2008 2008-2009 2009-2010 2010-2011 Total Design Cost	 \$0.00	 \$0.00	 \$0.00	 \$0.00	 \$0.00
Right-of-Way 2007-2008 2008-2009 2009-2010 2010-2011 Total Right-of-Way Cost	 \$0.00	 \$0.00	 \$0.00	 \$0.00	 \$0.00
Construction 2007-2008 2009-2010 ACEN 2009-2010 TRIP 2009-2010 LF Total Construction Cost	 \$1,600,000.00 \$800,000.00 \$800,000.00 \$3,200,000.00	 \$0.00 (\$387,235.95) (\$387,235.96) (\$774,471.91)	 \$1,600,000.00 \$412,764.05 \$412,764.04 \$2,425,528.09	 \$0.00 \$0.00 \$412,764.04 \$412,764.04	 \$1,600,000.00 \$412,764.05 \$0.00 \$2,012,764.05
Construction Engineering and Inspection (CEI) 2007-2008 2008-2009 2009-2010 2010-2011 Total CEI Cost	 \$0.00	 \$0.00	 \$0.00	 \$0.00	 \$0.00
Total Construction & CEI Costs	\$3,200,000.00	(\$774,471.91)	\$2,425,528.09	\$412,764.04	\$2,012,764.05
TOTAL COST OF THE PROJECT	\$3,200,000.00	(\$774,471.91)	\$2,425,528.09	\$412,764.04	\$2,012,764.05

SUPPLEMENTAL NO. ONE DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 229755-1-58-02 CONTRACT NO. APY-93
--	--	---

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

R2011-1483

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

BY: [Signature]
NAME: Karen T. Marcus
TITLE: Chair
____ day of OCT 04 2011, 20____

ATTEST:
SHARON R. BOCK

[Signature]
CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT Deputy Clerk

APPROVED AS TO FORM

BY: [Signature]
COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

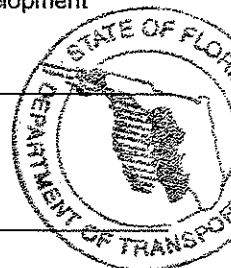
BY: [Signature]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: [Signature]
Name: Howard Webb, P.E.
Title: Assistant Director of Transportation Development

Attest: [Signature]
Name: Nancy S. Ugo
Title: Executive Secretary

Date: 10-27-11



As to form: Legal Review:

[Signature]
District Attorney
Office of the General Counsel

EXHIBIT "L"

LANDSCAPE MAINTENANCE AGREEMENT (LMA)

Paragraph 13.14 is expanded by the following:

The Department and the Agency agree as follows:

1. Until such time as the project is removed from the project highway pursuant to paragraphs 3 and 5 of this LMA, the Agency shall, at all times, maintain the project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

- a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
- b) Properly mulch plant beds;
- c) Keep the premises free of weeds;
- d) Mow and/or cut the grass to the proper length;
- e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
- f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this LMA. In the event any part or parts of the project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a), may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties hereto that any portion of or the entire project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the project at its own cost. The Agency will own that part of the project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the project, and the Department then may remove, relocate or adjust the project as it deems best, with the Agency being responsible for the cost incurred for the removal of the project.

4. This LMA may be terminated under any one of the following conditions:

- a) By the Department, if the Agency fails to perform its duties under this LMA following 15 days' written notice; or

EXHIBIT "L" (continued)

LANDSCAPE MAINTENANCE AGREEMENT (LMA)

b) By either party following 60-calendar days' written notice.

5. In the event this LMA is terminated in accordance with paragraph 4 hereof, the Agency shall have 60 days after the date upon which this LMA is effectively terminated to remove all or part of the remaining project at its own cost and expense. The Agency will own that part of the project it removed. After the 60-day removal period, the Department then may take any action with the project highway or all or part of the project it deems best, with the Agency being responsible for any removal costs incurred.

6. This LMA embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

7. This LMA may not be assigned or transferred by the Agency, in whole or in part, without consent of the Department.

8. This LMA shall be governed by and construed in accordance with the laws of the State of Florida.

9. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. mail, postage prepaid, registered or certified with return receipt requested:

a) If to the Department, addressed to:

Ellen Daniel, P.E. Local Programs Engineer

Florida Department of Transportation

Program Management Office

3400 West Commercial Boulevard

Ft. Lauderdale, Florida 33309-3421

or at such other address as the Department may from time to time designate by written notice to the Agency; and

b) If to the Agency, addressed to:

David L. Young, P. E. Special Projects Manager

Eng. and Public Works Department / Roadway Production

2300 N. Jog Road

West Palm Beach, Florida 33411

or at such other address as the Agency may from time to time designate by written notice to the Department.

10. This LMA, if attached as an exhibit to the Agreement, forms an integral part of the Agreement between the parties dated _____.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests, and other instruments.

Hopkins, Yanique

From: Williams, Mya
Sent: Friday, November 04, 2011 3:00 PM
To: Hopkins, Yanique
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT APY93

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #APY93 Contract Type: Method of Procurement:
Vendor Name: PALM BEACH COUNT
Vendor ID: VF596000785149
Beginning date of this Agmt: 06/15/10
Ending date of this Agmt: 12/31/11

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

Action: SUPPLEMENTAL Funds have been: APPROVED

55 043010404	*OM	*790092	*	-387235.95	*22975515802	*215	*20.205
2010		*55150200			*088717/10		
S001		*00	*	1	*0001/04		

TOTAL AMOUNT: *\$ -387,235.95 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 11/01/2011

SUPPLEMENTAL NO. TWO DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 229755-1-58-02 CONTRACT NO. APY-93
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The The Florida Department of Transportation and Palm Beach County desires to supplement the original Agreement entered into and executed on 06/15/2010 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name SR-704 Okeechobee Blvd Length 0.266 Miles

Termini from Australian Avenue to Tamarind Ave

Description of Work:

Project scope includes widening, milling and resurfacing, signing and pavement markings, signalization, roadway lighting and to add auxiliary turning lanes on both directions on SR-704 / Okeechobee Blvd from Australian Avenue to Tamarind Avenue.

Reasons for Supplement:

The terms of the original Agreement, referenced above, are hereby amended as follows:

- This Supplemental Agreement amends the Original Agreement to extend the time for completion of services until June 30, 2012.

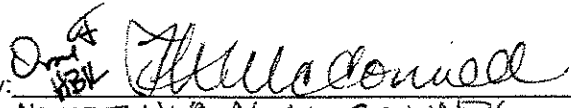
✓

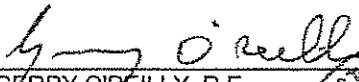
SUPPLEMENTAL NO. TWO DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 229755-1-58-02 CONTRACT NO. APY-93
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

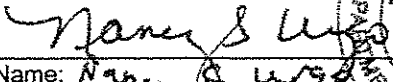
AGENCY PALM BEACH COUNTY

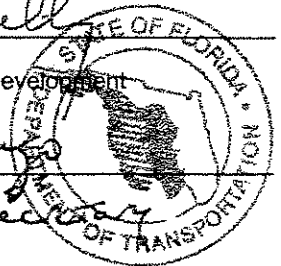
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: 
Name: TANYA N. MCCONNELL
Title: DEPUTY COUNTY ENGINEER

By: 
Name: GERRY O'REILLY, P.E.
Title: Director of Transportation Development

Attest: _____
Name:
Title:

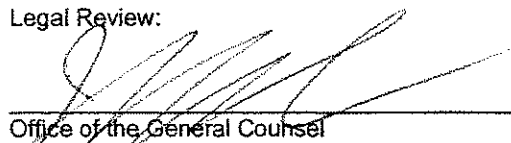
Attest: 
Name: Nancy S. Wood
Title: Executive Secretary



Date: _____

Date: 12-16-11

As to form: 
Attorney

Legal Review: 
Office of the General Counsel

RESOLUTION NO. R-2012-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE CHAIR TO EXECUTE AMENDMENT NUMBER THREE TO THE LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING THE OKEECHOBEE BOULEVARD FROM AUSTRALIAN AVENUE TO TAMARIND AVENUE PROJECT.

WHEREAS, the Florida Department of Transportation (FDOT) has awarded a Local Agency Program (LAP) Grant to help finance improvements to Okeechobee Boulevard from Australian Avenue to Tamarind Avenue; and

WHEREAS, the FDOT has requested that Palm Beach County (County) enter into a LAP Agreement Amendment Number Three (Amendment) outlining the responsibilities of each party with respect to the LAP grant for the Okeechobee Boulevard from Australian Avenue to Tamarind Avenue project; and

WHEREAS, through this Amendment, the FDOT will add funding for construction engineering inspection to the contract; and

WHEREAS, the Board of County Commissioners has determined execution of the Amendment to be in the best interest of the citizens and residents of the County.

(Intentionally Left Blank)

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chair is hereby authorized to execute the Amendment.

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

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

Commissioner Karen T. Marcus,	-
Commissioner Paulette Burdick	-
Commissioner Shelley Vana,	-
Commissioner Steven L. Abrams	-
Commissioner Burt Aaronson	-
Commissioner Jess R. Santamaria	-
Commissioner Priscilla A. Taylor	-

The Chair thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2012.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

SHARON BOCK, CLERK AND
COMPTROLLER

By: _____

Assistant County Attorney

By: _____

Deputy Clerk

2012- _____

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**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment**

FUND Road Impact Fee – Zone 2

BGRV 051012-535
BGEX 051012-1447

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/10/12	REMAINING BALANCE
<u>REVENUES</u>								
<u>OKEECHOBEE BLVD & TAMARIND AVE</u>								
3502-361-0947-3104	Fed Grant Capital-Transport	0	1,690,413	38,449	0	1,728,862		
	TOTAL RECEIPTS & BALANCES	39,843,890	32,572,033	38,449	0	32,610,482		
<u>EXPENDITURES</u>								
<u>OKEECHOBEE BLVD & TAMARIND AVE</u>								
3502-361-0947-6551	Road & Street Improvements	2,786,267	1,058,778	38,449	0	1,097,227	801,080	296,147
	TOTAL APPROPRIATIONS & EXPENDITURES	39,843,890	32,572,033	38,449	0	32,610,482		

Engineering & Public Works

Administration / Budget Approval

OFMB Department – Posted

SIGNATURE

Alice Kovalainen

DATE

5/10/12

By Board of County Commissioners
At Meeting of 06/19/12

Deputy Clerk to the
Board of County Commissioners