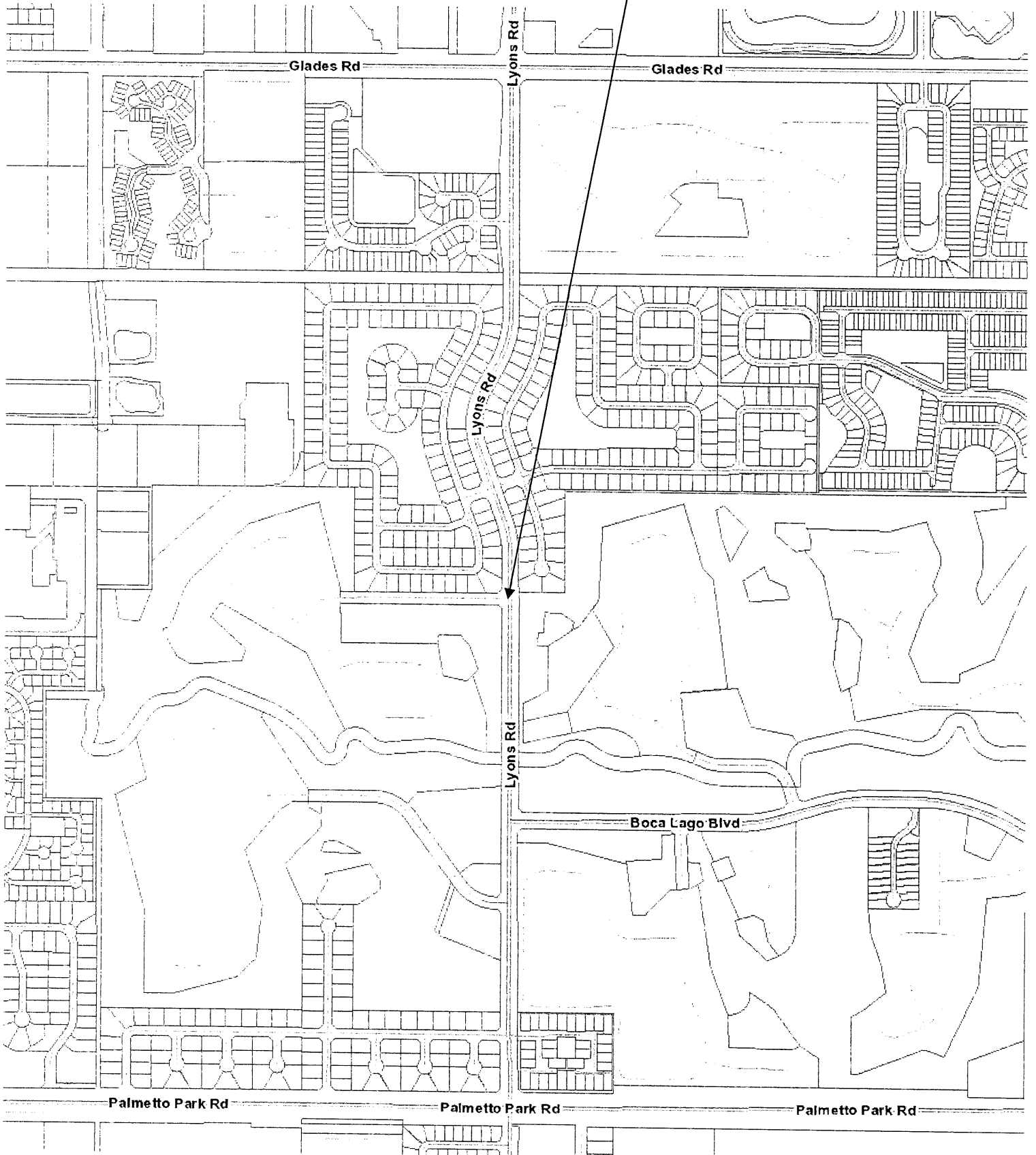


LYONS RD. & NORTE LAGO



**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT**

THIS Locally Funded Agreement ("Agreement"), entered into this ____ day of _____
____ 20_____, by and between the State of Florida Department of Transportation hereinafter called
the DEPARTMENT, and Palm Beach County located at 2300 North Jog Road, West Palm Beach, Florida,
33411 hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the DEPARTMENT make
certain improvements in connection with the DEPARTMENT's Roadway work along Lyons Road from
Norte Lago to Pine Springs Drive in Palm Beach County, Florida. (Financial Management (FM) Number
435101-1-52-01, Funded in Fiscal Year 2016/2017); and

WHEREAS, the COUNTY has requested that the DEPARTMENT perform the following additional work
(FM No. 435101-1-52-03): Construction of a right turn lane, drainage, sidewalks, and signing and
pavement markings, as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter
referred to as the Project; and

WHEREAS, the improvements are in the interest of both the COUNTY and the DEPARTMENT and it
would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities;
and

WHEREAS, the COUNTY by Resolution No. _____ adopted on _____
_____, 20____, a copy of which is attached hereto and made a part hereof, authorizes the proper
officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the
Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all
applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The COUNTY agrees to make all previous studies, maps, drawings, surveys and other
data and information pertaining to the Project available to the DEPARTMENT at no extra
cost.
4. The total cost for the Project and the DEPARTMENT's Roadway work along Lyons Road,
is estimated to be THREE MILLION FOUR HUNDRED TWENTY TWO THOUSAND
THREE HUNDRED TWENTY FOUR DOLLARS AND NO CENTS (\$3,422,324.00). The
COUNTY'S share for the Project is estimated at FORTY THOUSAND FIVE HUNDRED
SIXTY SEVEN DOLLARS AND NO CENTS (\$40,567.00), which sum shall be paid to the

DEPARTMENT. In the event the actual cost of the Project results in a decrease to the COUNTY's share, the difference shall be refunded to the COUNTY. In the event the actual cost of the Project results in a sum greater than that paid by the COUNTY, then such sum shall be the sole responsibility of the COUNTY and shall be paid to the DEPARTMENT.

- A. The COUNTY agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount of FORTY THOUSAND FIVE HUNDRED SIXTY SEVEN DOLLARS AND NO CENTS (\$40,567.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement, this Agreement will be terminated and the Project not constructed.

Remittance shall be made payable to the Department of Financial Services, Revenue Processing. Payment shall be clearly marked to indicate that it is to be applied to FM No. 435101-1-52-03. The DEPARTMENT shall utilize this amount towards costs of Project No. 435101-1-52-03.

Payment shall be mailed to:

Florida Department of Transportation

Program Management Services Unit- Attention: Leos A. Kennedy, Jr.

3400 W. Commercial Boulevard

Fort Lauderdale, Florida 33309-3421

- B. The COUNTY's share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the Department's Improvements plus allowances is hereinafter defined as the "Total Accepted Bid". If the COUNTY's share of the Accepted Bid for the Project plus allowances is in excess of the advance deposit amount, the COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the Total Accepted Bid, whichever is earlier, so that the total deposit is equal to the Accepted Bid amount for the Project plus allowances. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent the Accepted Bid amount for the Project plus allowances are in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation. If the COUNTY cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The COUNTY understands the request and approval of the additional time could delay the Project, and additional costs at the COUNTY's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and not construct the Project.

- C. If the COUNTY's share of the Accepted Bid for the Project plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the COUNTY's share of the Accepted Bid amount plus allowances if such refund is requested by the COUNTY in writing.
 - D. Should Project modifications occur that increase the COUNTY's cost for the Project, the COUNTY will be notified by the DEPARTMENT. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual cost will exceed the COUNTY's payment. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation. Funds due from the COUNTY, for the Project, not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to *Section 55.03, F.S.*. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.
 - E. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the Project and the Department's Improvement. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred sixty (360) days, the COUNTY is not relieved from its obligation to pay.
 - F. In the event the final accounting of Project costs is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
 - G. Payments of funds under this Agreement will be sent directly to the Department for deposit and as provided in the attached 3 Party Escrow Agreement between the COUNTY, the DEPARTMENT, and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B**.
5. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.

6. On April 21, 2016, the COUNTY and the DEPARTMENT entered into a Highway Maintenance Memorandum of Agreement (HMMOA), which is attached hereto and made a part hereof as **Exhibit C**. The COUNTY shall be responsible for the maintenance of the improvements on Lyons Road and comply with the provisions set forth in the HMMOA. The terms of this paragraph shall survive the termination of this Agreement.
7. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until the Project and the Roadway work is completed as evidenced by the written acceptance of the DEPARTMENT, or December 31, 2018 whichever occurs first.
9. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the COUNTY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
10. The COUNTY / Vendor/ Contractor:
 - (A) 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 COUNTY / Vendor/Contractor during the term of the contract; and
 - (B) 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.
11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Thuc Le, P.E.
A second copy to: Office of the General Counsel

If to the COUNTY:

Palm Beach County
2300 North Jog Road
Palm Beach Beach, Florida 33411
Attn: George Webb,
With a copy to: County Attorney

THIS SPACE WAS INTENTIONALLY LEFT BLANK

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

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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

BY: _____
STACY L. MILLER, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:
SHARON R. BOCK

LEGAL REVIEW:

CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT

BY: _____
OFFICE OF THE DISTRICT GENERAL COUNSEL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED:

BY: _____
COUNTY ATTORNEY

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

2/19
BY: Ornelis G. Fernandez



EXHIBIT A
SCOPE OF SERVICES
Lyons Road: Norte Lago to Pine Springs Drive
FM #435101-1-52-03

Construction of a southbound (SB) right turn lane from Lyons Road onto Norte Lago. The work will also include, but is not limited to drainage improvements plus signing and pavement markings for the proposed right turn lane.

Exhibit B
THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Palm Beach County ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Drainage improvements, construction of SB right turn lane, & signing and pavement markings
Project #: 435101-1-52-03
County: Palm Beach

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

BY: _____

NAME: _____

TITLE: MAYOR

____ day of _____, 20____

F-596-000-785-234

Federal Employer I.D. Number

Date

For FDOT (signature)

Name and Title

59-3024028

Federal Employer I.D. Number

Date

ATTEST:
SHARON R. BOCK

FDOT Legal Review:

CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

For Escrow Agent (signature)

Name and Title

BY: _____
COUNTY ATTORNEY

Date

APPROVED AS TO TERMS AND CONDITIONS:

^{att}
BY: Ornelio A. Fernandez



EXHIBIT C

**DISTRICT FOUR
HIGHWAY MAINTENANCE
MEMORANDUM OF AGREEMENT
WITH PALM BEACH COUNTY**

SECTION No.:93832-000
FM No.: 435101-1-52-01
AGENCY: Palm Beach County
FC.R. No.: N/A

DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this / day of 6 20aby and between the STATE OF F-LORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT and Palm Beach County, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY.

W I T N E S S E H:

WHEREAS, the AGENCY has jurisdiction over Lyons Road, as part of the Palm Beach County Roadway System from Norte Lago to Pine Springs Drive; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY geographical limits and the AGENCY is desirous of having this improvement constructed; and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the AGENCY to maintain the project; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY are desirous of having the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 435101-1-52-01, which involves roadway reconstruction; hereinafter referred to as the "Project", as more particularly described in Exhibit A.

WHEREAS, upon acquisition of the necessary right-of-way, if needed, the DEPARTMENT will proceed to construct the Project; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution on the day of January 20, a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benetits to flow each to the other, the parties covenant and agree as follows:

1. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project, as more particularly described in Exhibit A.

2. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property, including easements on property acquired by the DEPARTMENT, to construct this Project. No further permit or agreement shall be required to construct this project.
3. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project.
4. It is understood and agreed by the parties that upon "final acceptance" by the DEPARTMENT of the Project, (as that term is described in the Standard Specifications for Roadway and Bridge Construction dated 2015, as amended by contract documents), and Notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of said Project, at its own cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), current edition, (b) Florida Green Book dated 2012, as amended (c) Governing standards and specifications: FDOT Design Standards dated 2015, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2015, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes, but is not limited to, roadway widening, sidewalk, and drainage. The Department shall give the AGENCY ten (20) days notice before final acceptance.
 - The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the Project.
5. The AGENCY shall execute "Local Government Right of Way Certification Statement", attached as Exhibit B, indicating that the PROJECT can be completed within the public right of way, and/or that no additional right of way is required.
6. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
7. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be in compliance with all permits after the construction is complete and the right of way is transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the AGENCY shall be the applicant.
8. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by

permit, as necessary.

9. **Signals:** The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
10. **Drainage:** The proposed roadway drainage system will seek to maintain existing drainage patterns.
11. **Unforeseen issues:** If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, in order to construct the Project including but not limited to executing documents, allowing the DEPARTMENT or its contractor to enter into any real property owned, possessed and controlled by the AGENCY or any other Occupancy right the AGENCY may have.
12. **E-verify requirements:** The AGENCY:
 - 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
 - Shall expressly require any contractors 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 contractor during the contract term.
13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the Final Proposed Construction plans, Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
14. **Indemnification:** The DEPARTMENT shall include the following paragraph as part of Section 7-12.1 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants, (January 2017), as amended, applicable to this Project:
 - The Contractor shall indemnify and hold harmless the Department and Pain Beach County, their officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction Contract.
 - It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

15. Additional Insured: The DEPARTMENT shall include the following paragraph as part of Section 7-13.2 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants (January 2017), as amended, applicable to this Project:

- Carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department and Palm Beach County to be made Additional Insureds as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department and Palm Beach County as an Additional Insureds shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to the contract. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department and Palm Beach County shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department and Palm Beach County shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

16. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

17. LIST OF EXHIBITS

- Exhibit A: Project Improvements and Scope
- Exhibit B: Local Government Right-Of-Way Certification Statement

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

ATTEST:
Sharon R. Bock



AGENCY

PALM BEACH COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By: Mary Lou Berger
Mary Lou Berger, Mayor

_____ day of _____, 20__

Approved as to form and legal sufficiency:

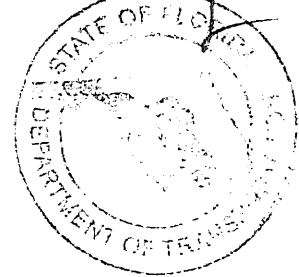
By: Mark R. Cottle
County Attorney

Approved as to terms and conditions:

By: Donna A. Fernandez

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

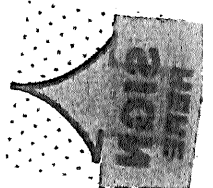


By: Stacy Miller
Transportation Development Director

21ST day of APRIL, 20 16

Approval :

Nancy Johnson 4/20/2016
Office of the General Counsel (Date)



SECTION No.:93832-000
FM No.: 435101-1-52-01
AGENCY: Palm Beach County
C.R. No.: N/A

EXHIBIT A

PROJECT SCOPE

A safety project to reconstruct the roadway to provide adequate superelevation to the curves, add paved shoulders, add 6-foot sidewalk on the west side, and improve the drainage deficiency in the project corridor. All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing 108-foot right-of-way.

Typical Section

- Reconstruct a four-lane divided urban arterial section with 11-foot travel lanes, a 15.5' wide raised median, a 6-foot shoulder with Type F curb and gutter on the outside, and a 6-foot sidewalk on the west side within the existing 108-foot R/W.

Signing and Pavement Markings

- Existing signs to be replaced and upgraded to conform to the current Design Standards. Pavement markings to be replaced due to reconstruction of the roadway. The speed feedback signs installed for temporary safety improvements will be removed.

Drainage

Maintain existing drainage patterns and improve localized drainage features. Inlets will be placed at low points and connected to existing storm sewer systems. The existing L-46 Canal is proposed to be impacted with the extension of the existing 48-inch culvert.

Permits

- The FDOT will acquire in the AGENCY's name.

Other

- Add crosswalks and curb ramps as needed for compliance with ADA standards.

EXHIBIT B

LOCAL GOVERNMENT RIGHT-OF-WAY CERTIFICATION STATEMENT

No Additional Right of Way Required

LOCAL AGENCY: Palm Beach County STATE ROAD: N/A
R/W ITEM/SEGMENT NO.: N/A DESCRIPTION: Lyons Road from Norte Lago to Pine Spring Drive
CONST. ITEM/SEGMENT NO.: 93832-000
F.A.P. NO.: 9048-150-C LETTING DATE: 3/29/2017

I, the signature below certify and represent that the following interests in land (Right of Way) will NOT be required for the construction of this project:

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

The right of way maps/sketches have been compared to the construction plans and the right of way, as shown, will accommodate the planned construction. The construction activities will be performed in the existing right of way. The contractor will not be required to temporarily enter upon property not owned by the local government executing this statement for the purpose of restoration and harmonization. There are no encroachments within existing right of way that impact the construction project.

Local Agency: Palm Beach County

[Signature]
* SIGNATURE

1/7/
DATE

Not
PRINTED NAME

ASSISTANT DIRECTOR, ROADWAY PRODUCTION
TITLE

* A Restoration Agreement will be required for tie-in to Escondido Way East.

" NOTE: (Must be authorized employee of the local agency)

RESOLUTION NO. R-2016-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE LOCALLY FUNDED AGREEMENT AND ESCROW AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING THEIR LYONS ROAD FROM NORTE LAGO TO PINE SPRINGS DRIVE PROJECT.

WHEREAS, the Florida Department of Transportation (FDOT) intends to construct improvements to Lyons Road from Norte Lago to Pine Springs Drive; and

WHEREAS, Palm Beach County (County) has requested that FDOT include construction of a southbound right turn lane on Lyons Road at Norte Lago as a part of FDOT's project; and

WHEREAS, FDOT will agree to include construction of a southbound right turn lane on Lyons Road at Norte Lago as a part of FDOT's project provided that the County provides the necessary funding; and

WHEREAS, FDOT requires the County execute the locally funded agreement and escrow agreement; and

WHEREAS, the Board of County Commissioners has determined execution of these agreements 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 Mayor is hereby authorized to execute the Agreement.

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 Mary Lou Berger, Mayor	-
Commissioner, Hal R. Valeche, Vice Mayor	-
Commissioner Paulette Burdick	-
Commissioner Shelley Vana	-
Commissioner Steven L. Abrams	-
Commissioner Melissa McKinlay	-
Commissioner Priscilla A. Taylor	-

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2016.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

SHARON R. BOCK, CLERK AND
COMPTROLLER

By: _____

By: _____

Assistant County Attorney

Deputy Clerk