

Approved by: Julia Conwell 7/27/06
for County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____

#ADDITIONAL FTE

POSITIONS (Cumulative)

Is Item Included in Current Budget?

Yes _____

No _____

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

B. Recommended Source of Funds/Summary of Fiscal Impact

County Transportation Trust Fund
FDOT JPA for Hurricane Jeanne
Reimbursed Expenses-Other

Reimbursement is subject to approval of the claims submitted.
Once sufficient funds are received for Palm Beach County claims,
A budget amendment will be prepared to recognize the revenue and
Appropriate it as necessary.

Since Palm Beach County is only a pass through agency for
municipal claims, funds received for them will be deposited into
a holding account for dispersal to the appropriate entity. No additional Fiscal Impact

C. Department Fiscal Review: R.D. Ward 7/26/06

III. REVIEW COMMENTS

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

Jim Dault 8/1/06 Shirley White 8/2/06
OFMB Contract Dev. And Control

B. Approved as to Form and Legal Sufficiency:

This amendment complies with
our review requirements.

Paul F. 8/3/06
Assistant County Attorney

C. Other Department Review:

Department Director

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
EMERGENCY JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT, entered into this 19th day of April 2005, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and PALM BEACH COUNTY, State of Florida, located at 160 Australian Ave., West Palm Beach, Florida 33406, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the COUNTY make certain repairs to the Federal Highway Administration (FHWA) functionally classified county road(s) damaged by Hurricane Frances. These repairs are located within Palm Beach County and are hereinafter referred to as the Project, and as detailed in Exhibit "A"; and,

WHEREAS, the DEPARTMENT is prepared to allocate funds towards the repair of county roads in accordance with the Executive Order 04-192, dated September 1, 2004 for Hurricane Frances and *President Bush's subsequent Disaster Declaration, dated September 6, 2004, under the Robert T. Stafford Disaster Emergency Act, to provide for the reimbursement of FHWA eligible costs of for Financial Project Number(s):* listed in Exhibit "B", All FHWA non-participating costs shall be borne by the COUNTY; and,

WHEREAS, the repairs of these FHWA functionally classified county road(s) damaged by the Hurricane Frances are in the interest of both the DEPARTMENT and the COUNTY and it would be more practical, expeditious and economical for the COUNTY to perform such activities; and,

WHEREAS, the COUNTY by Resolution No. 2005-0529 adopted on March 15, 2005, 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 COUNTY shall provide all design services necessary for completion of the Project.
3. The COUNTY shall obtain any permits necessary to complete the Project.
4. The COUNTY shall be responsible for assuring that the Project complies with all Federal Highway Administration (FHWA) and DEPARTMENT standards.
5. The COUNTY shall make available to the DEPARTMENT upon request any existing plans relevant to the COUNTY's design and construction activities. The COUNTY will be responsible for verifying the accuracy of any Project related plans prepared on the COUNTY's behalf, and the COUNTY shall revise them as necessary to reflect 'as-built' conditions upon completion of construction. Project plans that have been modified to reflect 'as-built' conditions shall be provided to the DEPARTMENT.
6. The DEPARTMENT agrees to reimburse the COUNTY only for eligible costs associated with design, construction and construction engineering and inspection of the aforementioned

improvements as stated in the FHWA Detailed Damage Inspection Reports, copies of which are attached hereto and made a part hereof. All other costs are to be borne by the COUNTY.

For satisfactory completion of all services as detailed in Exhibit A (Scope of Services) and the attached Detailed Damage Inspection Report of this Agreement, the DEPARTMENT will pay the PARTICIPANT funds received from FHWA a total not to exceed **FOUR MILLION THREE HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS AND EIGHTY-ONE CENTS (\$4,374,234.81).**

7. The DEPARTMENT shall have ten (10) working days to approve any invoice submitted by the COUNTY. A completed copy of Exhibit "C", **CERTIFICATION AS TO ACCURACY OF PAYMENT**, must accompany all invoices. Project costs eligible for DEPARTMENT participation will be allowed only from the date of final execution of the Agreement. Travel expenses are not authorized in this agreement. The COUNTY shall submit invoices for fees and other compensation for services or expenses in detail sufficient for a proper per-audit and post-audit thereof. Invoice(s) shall be submitted to State DEPARTMENT of Transportation at 3400 W. Commercial Boulevard; Ft. Lauderdale, FL 33309; Attn: Matthew Price.
8. The 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.
9. This Agreement shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until **January 15, 2006**. All invoices and supporting documentation must be received by this date.
10. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contracts which by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during the fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (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 one (1) year.
11. 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 for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records of the Contractor and all subcontractors performing work on the project, and all records of the Contractor and subcontractors considered necessary by the DEPARTMENT for the proper audit of costs.
12. The DEPARTMENT may cancel this Agreement for refusal of the COUNTY to allow public access to all documents, papers, letters, of other material subject to the provisions of Chapter 119 of the Florida Statutes, made or reviewed by the COUNTY in conjunction with this Agreement and shall make provisions in its Agreements with its consultants and sub-consultants to terminate for failure to comply with this provisions.
13. 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.

14. To the extent allowed by the Laws of Florida, the COUNTY hereby agrees to indemnify, defend, save, and hold harmless the DEPARTMENT from all claims, demands liabilities, and suits of any nature arising out of, because of, or due to any intentional and/or negligent act or occurrence, omission, or commission of the COUNTY, and/or its employees, arising out of this contract or the work which is the subject hereof. In addition, with respect to any of the COUNTY's agents, consultants, contractors, and/or sub-contractors, such party in any contract for this project shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of, or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, contractors, and/or subcontractors. The COUNTY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
15. The Agreement is governed by and construed in accordance with the laws of the State of Florida.
16. Section 215.422(5), Florida Statutes, request the DEPARTMENT to include a statement of vendor rights in the Agreement. The COUNTY is hereby advised of the following time frames. Upon receipt, the DEPARTMENT has ten (10) days to inspect the goods and services provided by the COUNTY. The DEPARTMENT has twenty (20) days to deliver a request for payment to the DEPARTMENT of Financial Services. The twenty days are measured from the latter of the date the invoice is received or the goods and services are received, inspected and approved by the DEPARTMENT.

If payment is not available with forty (40) days a separate interest penalty at a rate as established pursuant to Section 215.422 (3) (b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest payments of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices which have been returned to the COUNTY because of invoice preparations errors will result in delay in the payment. The invoice payment requirements do no start until a properly completed invoice is provided the DEPARTMENT.

Vendor Ombudsman has been established with the DEPARTMENT of Financial Services. The duties of this individual include acting as an advocate for the COUNTY in the event that the COUNTY may be experiencing problems in obtaining timely payment(s) from the DEPARTMENT. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline 1-800-848-3792.
17. This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements or understanding 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 written document executed with the same formality and of equal dignity herewith.
18. The DEPARTMENT agrees to pay the COUNTY for the services herein described at compensation as detailed in this Agreement. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services 215.422 (14), Florida Statute, or by the Department's Comptroller under section 334.044(29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit "A" attached, and made part of this Agreement.

19. 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 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
20. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
21. The DEPARTMENT will consider the employment by any contractor of unauthorized aliens a violation of Section 274A9e) of the Immigration and nationality Act. If the participant knowingly employees unauthorized aliens, such violation shall be cause for unilateral cancellations of this agreement.
22. 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, or by email. All notices delivered shall be sent to the following address:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Antonette P. Adams, (954) 777-4624
With a copy to: Matthew Price (954) 777-4442
A second copy to: District General Counsel

If to the PARTICIPANT:

Randy Whitfield
Palm Beach County
160 Australian Avenue
West Palm Beach, Florida 33406
With a copy to: George Webb
With a copy to: Attorney

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.

R2005 0529 MAR 15 2005
PALM BEACH COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

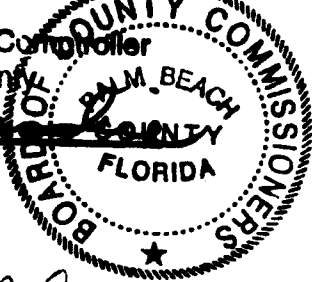
BY: Tony Masilotti
Tony Masilotti, Chairman

BY: Rosilyn Quiroz
ROSILYN QUIROZ
DIRECTOR OF TRANSPORTATION SUPPORT

ATTEST:

APPROVED: (AS TO FORM)

Sharon R. Bock, Clerk & Controller
Palm Beach County
By: Judith Bock
Deputy Clerk
APPROVED:



BY: [Signature]
DISTRICT GENERAL COUNSEL

APPROVED:

BY: Monroe P. Ott
COUNTY ATTORNEY

BY: Antoinette P. Odo
PROFESSIONAL SERVICES ADMINISTRATOR

Approved as to Terms
and Conditions

By: [Signature]

EXHIBIT A

SCOPE OF SERVICES

As a result of Hurricane Frances, the COUNTY or other LOCAL MUNICIPALITY will perform "Emergency" work described in the signed Detailed Damage Inspection Reports (DDIR's) listed in Exhibit "B" to restore Federal Aid Roads damaged during Hurricane Frances. The DEPARTMENT will seek the maximum amount of FHWA funding available for reimbursement to the COUNTY.

The COUNTY will act as the reimbursement agency to the LOCAL MUNICIPALITIES within the county performing work described in the DDIR's. The COUNTY will then be reimbursed by the DEPARTMENT for work performed by the COUNTY or LOCAL MUNICIPALITY. The COUNTY shall reimburse the LOCAL MUNICIPALITY within forty (40) calendar days after notification from the Department of the approved invoiced amount. The DEPARTMENT will verify work has been completed and the amounts invoiced are correct prior to issuance of payment.

In the event the COUNTY is unable to advance reimbursement to the LOCAL MUNICIPALITY for work already completed by the LOCAL MUNICIPALITY, the DEPARTMENT will pay to the COUNTY, upon receipt of the invoice and approval of supporting documentation, an amount equal to the invoice received by the COUNTY from the LOCAL MUNICIPALITY. All invoices received by the county shall clearly separate the cost to the LOCAL MUNICIPALITY from the COUNTY's cost billed to the DEPARTMENT. All LOCAL MUNICIPALITY costs invoiced must have been incurred by the LOCAL MUNICIPALITY prior to the date of the invoices. All invoices submitted to the DEPARTMENT must provide complete documentation, including a copy of the LOCAL MUNICIPALITY invoice, to substantiate the cost on the invoice. Subsequent to the first invoice from the COUNTY, each invoice must contain a statement from the County that previous month's cost incurred by the LOCAL MUNICIPALITIES have been paid by the COUNTY to the LOCAL MUNICIPALITY. The DEPARTMENT will hold future payments and/or reimbursement due to the COUNTY for failure to issue payment to the LOCAL MUNICIPALITIES for advanced reimbursement.

The COUNTY will not be responsible for verification of eligibility and costs to LOCAL MUNICIPALITIES. The LOCAL MUNICIPALITIES will submit the supporting documentation directly to the DEPARTMENT for review and approval. The DEPARTMENT will notify the COUNTY by email or certified mail, return receipt requested, of the approved amount to be invoiced for reimbursement to the LOCAL MUNICIPALITY by the COUNTY.

All work is subject to meeting eligibility criteria. It is the responsibility of the agency performing the work to provide the documentation necessary to justify the eligibility of items of work and the actual costs incurred for the emergency work described in the DDIR's. Each agency will submit with each invoice and supporting documentation package certification of work completed and costs incurred. Exhibit "C" of this agreement will be used as the certification document. This document must be filled out completely and notarized.

If any cost reimbursed by the DEPARTMENT to the COUNTY are determined ineligible or non-participating by FHWA, the DEPARTMENT will notify the COUNTY. The COUNTY, upon notification will have 40 (forty) days to provide reimbursement to the Department for these ineligible costs.

The COUNTY and LOCAL MUNICIPALITY shall submit for payment with supporting documentation described above no more than ninety (90) days after work is completed or from the execution date of this JPA.

**EXHIBIT B - METHOD OF COMPENSATION
FRANCES FHWA-ER DDIR AND FINANCIAL PROJECT NUMBERS**

The COUNTY will receive progress payments for services based on the work that has been completed and accepted by the DEPARTMENT during the billing period. The COUNTY will invoice the DEPARTMENT with a breakdown by DDIR and Financial Project Number (FM) for the amount to be reimbursed. The invoice will not be accepted if the supporting documentation is incomplete and/or invoiced costs are not eligible.

Palm Beach County

2/8/05

DDIR Report #	Reimbursement FM #	Location	Description	DDIR Amounts	
				Emergency	Subtotals
F93-005	41728927801	Various	Signals - County Force Account - State	\$300,000.00	
F93-005	41728937801	Various	Signals - County Force Account - non State FA	\$765,453.38	\$1,065,453.38
F93-006	41728927802	Various	Signals - County Contracts - State	\$200,000.00	
F93-006	41728937802	Various	Signals - County Contracts - non State FA	\$612,610.00	\$812,610.00
F93-024	41728927803	Various	Signs - Palm Beach County - Force Account - State	\$25,000.00	
F93-024	41728937803	Various	Signs - Palm Beach County - Force Account - non State FA	\$174,314.23	\$199,314.23
F93-025	41728927804	Various	Signs - Palm Beach County - Contracts - State	\$100.00	
F93-025	41728937804	Various	Signs - Palm Beach County - Contracts - non State FA	\$1,349.00	\$1,449.00
F93-026	41728927805	Various	Debris - Palm Beach County - Force Account - State	\$25,000.00	
F93-026	41728937805	Various	Debris - Palm Beach County - Force Account - non State FA	\$264,962.44	\$289,962.44
F93-027	41728927806	Various	Debris - Palm Beach County - Contracts - State	\$200,000.00	
F93-027	41728937806	Various	Debris - Palm Beach County - Contracts - non State FA	\$1,805,445.76	\$2,005,445.76

Total: \$4,374,234.81



U.S. Department
of Transportation
Federal Highway
Administration

DETAILED DAMAGE INSPECTION REPORT
(Title 23, Federal-aid Highways)

Report Number
F 93- 005

Sheet _____ of _____

FHWA Disaster Number
FL 04 - 02

Inspection Date
10/6/2004

Federal-aid Route Number
VARIOUS

State _____ County
FL 93- PALM BEACH

Location (Name of Road and Milepost)
PALM BEACH COUNTY

Description of Damage
SIGNALIZATION REPAIRS DUE TO HURRICANE FRANCES
MAINTAINING AGENCY FORCE ACCOUNT

Cost Estimate

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Emergency Repair	PHASE I					
	PALM BEACH COUNTY				700,000.00	
	CITY OF BICARATON				70,344.50	
	TOWN OF PALM BEACH				53,908.42	
	DEL RAY				8,810.46	
	West Palm Beach				130,000.00	
	PHASE II					
	PALM BEACH COUNTY				100,000	
Method <input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract					Subtotal PE/CE	1,065,453.38
					Emergency Repair Total	1,065,453.38

Permanent Restoration						
Method <input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract					Subtotal PE/CE	
					Right-of-Way	
					Perm. Repair Totals	

Environmental Assessment Recommendation
☒ Categorical Exclusion ☐ EAVEIS

Recommendation
☒ Eligible ☐ Ineligible

Concurrence
☐ Yes ☐ No

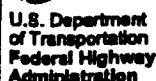
Concurrence
☐ Yes ☐ No

Estimated Total \$1,065,453.38

FHWA Engineer
Date 10/6/04

State Engineer
Date 10/6/04

Local Agency Representative
Date 10/6/04



(Title 23, Federal-aid Highways)

Report Number

F 93 - 006

Sheet

of

Location (Name of Road and Milepost)

PALM BEACH COUNTY

FHWA Disaster Number

FL 04 - 02

Inspection Date,

10/6/2004

Description of Damage

SIGNALIZATION REPAIRS DUE TO HURRICANE FRANCES
MAINTAINING AGENCY CONTRACT WORK

Federal-aid Route Number

VARIOUS

State

County

FL

93. ALUM BEACH

Cost Estimate

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Emergency Repair	PHASE I					
	Palm Beach County				700,000	
	Town of Palm Beach				12,610. ⁰⁰	
Permanent Restoration	Phase II					
	Palm Beach County				100,000	

Method

☐ Local Forces
 ☐ State Forces
 ☒ Contract

Subtotal PE/CE: 812,610.⁰⁰

Emergency Repair Total: 812,610.⁰⁰

Method

☐ Local Forces
 ☐ State Forces
 ☐ Contract

Subtotal PE/CE:

Right-of-Way:

Perm. Repair Totals:

Environmental Assessment Recommendation

☒ Categorical Exclusion
 ☐ EAEIS

Estimated Total: \$812,610.⁰⁰

Recommendation

☒ Eligible
 ☐ Ineligible

FHWA Engineer: [Signature]

Date: 10/6/04

Concurrence

☒ Yes
 ☐ No

State Engineer: [Signature]

Date: 10/6/04

Concurrence

☐ Yes
 ☒ No

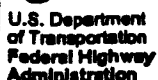
Local Agency Representative: [Signature]

Date: 10/17/04

MAIT PRICE

Form FHWA-1547 (Rev. 4-98)

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(Title 23, Federal-aid Highways)

Report Number

F93-024

Sheet

1 of 1

Location (Name of Road and Milepost)

Palm Beach County: Federal-aid roadways

FHWA Disaster Number

FL-04-02

Inspection Date

10-7-04

Description of Damage

Sign damage due to Hurricane Frances. This estimate is for force account work

Federal-aid Route Number

Various

State

County

FL

93- Palm Beach

Cost Estimate

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Emergency Repair	Palm Beach County Municipalities				78,945.00	
					120,349.23	
The estimate is changed based on report from C.E.I. 10-8-04						
Method				Subtotal PE/CE	199,314.23	
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				Emergency Repair Total		199,314.23
Permanent Restoration						
Method				Subtotal PE/CE		
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				Right-of-Way		
				Perm. Repair Totals		
Environmental Assessment Recommendation				Estimated Total		199,314.23
<input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> E/A/EIS						
Recommendation		FHWA Engineer		Date		
<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible		Nahir Mendoza		10-7-04		
Concurrence		State Engineer		Date		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				10-7-04		
Concurrence		Local Agency Representative		Date		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		[Signature]		10/7/04		

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DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number

F 93 - 025

Sheet

_____ of _____

Location (Name of Road and Milepost)

PALM BEACH COUNTY

FHWA Disaster Number

FL 04 - 02

Inspection Date

10/6/04

Federal-aid Route Number

State

County

FL

93 - PALM BEACH

Description of Damage

SIGN DAMAGE DUE TO HURRICANE FRANCES
ESTIMATE FOR CONTRACT WORK

Cost Estimate

Description of Work to Date
(Equipment, Labor, and Materials)

Unit

Unit Price

Quantity

Cost

Completed

Remaining

CITY OF PALM SPRINGS

\$1,449.00

Emergency Repair

Method

☐ Local Forces

☐ State Forces

☒ Contract

Subtotal

PE/CE

\$1,449.00

Emergency Repair Total

7,449.00

Permanent Restoration

Method

☐ Local Forces

☐ State Forces

☐ Contract

Subtotal

PE/CE

Right-of-Way

Perm. Repair Totals

Environmental Assessment Recommendation

☒ Categorical Exclusion

☐ EAVEIS

Estimated Total

\$7,449.00

Recommendation

☒ Eligible

☐ Ineligible

FHWA Engineer

Date

10/6/04

Concurrence

☒ Yes

☐ No

State Engineer

Date

10/7/04

Concurrence

☒ Yes

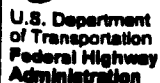
☐ No

Local Agency Representative

Date

10/7/04

Form FHWA-1547 (Rev. 4-98)



(Title 23, Federal-aid Highways)

Report Number

F93 - 026

Sheet

1 of 1

Location (Name of Road and Milepost)

Palm Beach County - Federal-aid highways

FHWA Disaster Number

FL-04-02

Inspection Date

10-28-04

Federal-aid Route Number

Various

State

County

FL

93-Palm Beach

Cost Estimate

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Emergency Repair	Debris removal - for municipalities NOT by police at the City of Gulf Stream					\$279,962.44 + 10,000.00
Method				Subtotal PE/CE	\$289,962.44	
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				Emergency Repair Total \$ 289,962.44		
Permanent Restoration						
Method				Subtotal PE/CE		
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				Right-of-Way Perm. Repair Totals		
Environmental Assessment Recommendation				Estimated Total		\$ 289,962.44
<input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EAVEIS						
Recommendation				FHWA Engineer	Date	10-28-04
<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible				State Engineer	Date	10-28-04
Concurrence				Local Agency Representative	Date	10/28/04
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
<input type="checkbox"/> Yes <input type="checkbox"/> No						

Form FHWA-1547 (Rev. 4-88)



U.S. Department
of Transportation
Federal Highway
Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number

F93-027

Sheet

1 of 1

Location (Name of Road and Milepost)

Palm Beach County

FHWA Disaster Number

FL-04-02

Inspection Date

10-28-04

Description of Damage

Roadway debris removal done by contract work due to Hurricane Frances. Municipalities only.

Federal-aid Route Number

Various

State

County

FL

93 Palm Beach

Cost Estimate

Description of Work to Date
(Equipment, Labor, and Materials)

Unit

Unit Price

Quantity

Cost

Completed

Remaining

Debris removal done by municipalities

\$2,005,445.76

Emergency Repair

Method

☐ Local Forces

☐ State Forces

☒ Contract

Subtotal

PE/CE

\$2,005,445.76

Emergency Repair Total \$2,005,445.76

Permanent Restoration

Method

☐ Local Forces

☐ State Forces

☐ Contract

Subtotal

PE/CE

Right-of-Way

Perm. Repair Totals

Environmental Assessment Recommendation

☒ Categorical Exclusion

☐ EAVEIS

Recommendation

☒ Eligible

☐ Ineligible

Concurrence

☒ Yes

☐ No

Concurrence

☐ Yes

☐ No

FHWA Engineer

State Engineer

Local Agency Representative

Estimated Total

\$2,005,445.76

Date

10-28-04

Date

10-28-04

Date

10/28/04

Form FHWA-1547 (Rev. 4-98)

Exhibit C

CERTIFICATION AS TO ACCURACY OF PAYMENT

The undersigned _____, on behalf of and as a duly authorized representative of, _____, (hereinafter referred to as the "Agency") hereby certifies, to the best of Agency's knowledge, information and belief, to the Florida Department of Transportation (hereinafter referred to as the "Department") as follows:

1. That the Invoice/Reimbursement Request package for Joint Participation Agreement Number _____, Financial Project Number(s) _____, (hereinafter referred to as the "Invoice") is in compliance with the Agreement, FHWA ER Manual or other acceptable plan as developed by the Agency; and
2. That the Invoice is true and correct as determined by the Agency's reasonable and independent investigation, measurements and verification of work performed; and
3. That the Agency hereby recommends that the Department make payment based on the attached Invoice and supporting documentation; and
4. That the Agency hereby agrees to indemnify and hold the Florida Department of Transportation, its officers and employees harmless from all liabilities, damages, costs, and attorney fees incurred and paid as a result of the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the preparation and/or audit of the Invoice, supporting documentation, and execution of the work as outlined in the Scope of Services. The Department also reserves the right to recover from the Agency any increased costs, delays or other damages to the Department due to errors and/or omissions under applicable Florida Statutes (334.044(2); 334.048.20.23(3)(a) and 337.015).
5. Monetary Amount Submitted _____

State of Florida
County of _____
Sworn to and subscribed before me this _____ day of _____, _____, by _____

(Print name of the person signing the Certification)

Notary Public _____

Commission Expires _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation or denial of payment, and may subject the person and/or entity making false statement to any or all civil and criminal penalties available pursuant to applicable Federal and State Law.

Authorized Agency Official

By

Title

Michael Lucero/D4/FDOT
02/23/2005 08:34 AM

Matthew Price/D4/FDOT@FDOT, Lizz
Holmes/D4/FDOT@FDOT, Antonette P
To Adams/D4/FDOT@FDOT, Ron J
Grabloski/D4/FDOT@FDOT, Alicia
Sumpter/D4/FDOT@FDOT

cc

bcc

Subject Fw: FUNDS APPROVAL/REVIEWED FOR CONTRACT
ANW73



The job FI989HLR; user I.D.
FI989HL <MVS@DOT>
02/22/2005 02:54 PM

To WP413ML@dot.state.fl.us

cc

Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT ANW73

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ANW73 Contract Type: AK Method of Procurement: G
Vendor Name: PALM BEACH COUNTY
Vendor ID: VF596000785142
Beginning date of this Agmt: 02/22/05
Ending date of this Agmt: 01/15/06

Description:

Emergency JPA - Frances

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 044020489 *FH *242000 * 300000.00 *41728927801 *400 *
2005 *55150200 *089934/05
0001 *00 *0001/04

Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *FH *242000 * 200000.00 *41728927802 *400 *

2005 *55150200 *089934/05
0001 *01 * *0002/04

Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *FH *242000 * 25000.00 *41728927803 *400 *
2005 *55150200 *089934/05
0001 *02 * *0003/04

Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *FH *242000 * 100.00 *41728927804 *400 *
2005 *55150200 *089934/05
0001 *03 * *0004/04

Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *FH *242000 * 25000.00 *41728927805 *400 *
2005 *55150200 *089934/05
0001 *04 * *0005/04

Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *FH *242000 * 200000.00 *41728927806 *400 *
2005 *55150200 *089934/05
0001 *05 * *0006/04

Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *FH *242000 * 765453.38 *41728937801 *400 *
2005 *55150200 *089934/05
0001 *06 * *0007/04

Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *FH *242000 * 612610.00 *41728937802 *400 *
2005 *55150200 *089934/05
0001 *07 * *0008/04

Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *FH *242000 * 174314.23 *41728937803 *400 *
2005 *55150200 *089934/05
0001 *08 * *0009/04

Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *FH	*242000 *	1349.00	*41728937804	*400 *
2005	*55150200		*089934/05	
0001	*09 *		*0010/04	

Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *FH	*242000 *	264962.44	*41728937805	*400 *
2005	*55150200		*089934/05	
0001	*10 *		*0011/04	

Action: ORIGINAL

Funds have been: APPROVED

55 044020489 *FH	*242000 *	1805445.76	*41728937806	*400 *
2005	*55150200		*089934/05	
0001	*11 *		*0012/04	

TOTAL AMOUNT: *\$ 4,374,234.81 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 02/22/2005

JAN 18 2006

**AMENDMENT TO EMERGENCY JOINT PARTICIPATION AGREEMENT
ANW 73, (R2005-0529), DATED APRIL 19, 2005 WITH THE FLORIDA
DEPARTMENT OF TRANSPORTATION**

THIS AMENDMENT is made to the Emergency Joint Participation Agreement ANW 73, (R2005-0529), dated April 19, 2005 with the Florida Department of Transportation, hereinafter "**DEPARTMENT**", and the **BOARD OF COUNTY COMMISSINERS OF PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter "**COUNTY**".

WITNESSETH

WHEREAS, on April 19, 2005, the **DEPARTMENT** and the **COUNTY** entered into an Emergency Joint Participation Agreement ANW 73, (R2005-0529), providing for **DEPARTMENT** funding of repairs to **COUNTY** roads for damage caused by Hurricane Frances in an amount not to exceed **FOUR MILLION THREE HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS AND EIGHTY-ONE CENTS (\$4,374,234.81)** and;

WHEREAS, the completion date of the Agreement is January 15, 2006, and;

WHEREAS, the **DEPARTMENT** sent a letter requesting that the date of completion of the Agreement be extended an additional six (6) months to July 15, 2006; and

WHEREAS, the **COUNTY** and **DEPARTMENT** desire that this Amendment shall relate back to April 19, 2005, and the Contract continued without interruption nor lapse and its term extended for an additional six (6) month period to July 15, 2006; and

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

1. The Inter-local Agreement dated April 19, 2005, by and between the **COUNTY** and **DEPARTMENT** shall be continued, without interruption nor lapse in its term or effect for an additional six (6) month period commencing April 19, 2005 and expiring July 15, 2006. Accordingly, the Agreement is hereby amended to revise paragraph 9 as follows:

9. This Agreement shall continue in effect and be binding to both the **COUNTY** and the **DEPARTMENT** until July 15, 2006. All invoices and supporting documentation must be received by this date.

2. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the Board of County Commissioners of Palm Beach County and the Florida Department of Transportation.
3. All other provisions of the Inter-local Agreement dated April 19, 2005, shall remain in full force and effect.

(REMAINDER OF PAGE LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Amendment and it is

effective on the date first above written.

R2006 0053

JAN 19 2006

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: Tony Masiolotti
Chairman
Tony Masiolotti, Chairman

By: [Signature]
Director of Transportation Support

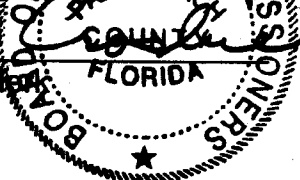
ATTEST:

APPROVED: (AS TO FORM)

SHARON R. BOCK, CLERK
& COMPTROLLER

By: [Signature]
District General Counsel

By: Judith [Signature]
Deputy Clerk



APPROVED:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Antoinette P. [Signature]
Professional Services Administrator

By: Marlene [Signature]
Assistant County Attorney

Date: 1/03/06

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]

Date: 12/21/05

**AMENDMENT TO EMERGENCY JOINT PARTICIPATION AGREEMENT
ANW 73, (R2005-0529), DATED APRIL 19, 2005, AMENDED JANUARY
10, 2006 (R2006-0053) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION**

THIS AMENDMENT is made to the Emergency Joint Participation Agreement ANW 73, (R2005-0529), dated April 19, 2005, amended January 10, 2006 (R2006-0053) with the Florida Department of Transportation, hereinafter "**DEPARTMENT**", and the **BOARD OF COUNTY COMMISSINERS OF PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter "**COUNTY**".

WITNESSETH

WHEREAS, on April 19, 2005, the **DEPARTMENT** and the **COUNTY** entered into an Emergency Joint Participation Agreement ANW 73, (R2005-0529), amended January 10, 2006 (R2006-0053) providing for **DEPARTMENT** funding of repairs to **COUNTY** roads for damage caused by Hurricane Frances in an amount not to exceed **FOUR MILLION THREE HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS AND EIGHTY-ONE CENTS (\$4,374,234.81)** and;

WHEREAS, the completion date of the Agreement as amended is July 15, 2006, and;

WHEREAS, the **DEPARTMENT** sent a letter requesting that the date of completion of the Agreement be extended to November 22, 2006; and

WHEREAS, the **COUNTY** and **DEPARTMENT** desire that this Amendment shall relate back to April 19, 2005, and the Contract continued without interruption nor lapse and its term extended to November 22, 2006; and

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

1. The Inter-local Agreement dated April 19, 2005, by and between the **COUNTY** and **DEPARTMENT** shall be continued, without interruption nor lapse in its term or effect commencing April 19, 2005 and expiring November 22, 2006. Accordingly, the Agreement is hereby amended to revise paragraph 9 as follows:

9. This Agreement shall continue in effect and be binding to both the **COUNTY** and the **DEPARTMENT** until November 22, 2006. All invoices and supporting documentation must be received by this date.

2. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the Board of County Commissioners of Palm Beach County and the Florida Department of Transportation.
3. All other provisions of the Inter-local Agreement dated April 19, 2005, shall remain in full force and effect.

(REMAINDER OF PAGE LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Amendment and it is effective on the date first above written.

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Chairman

By: _____
Director of Transportation Support

ATTEST:

APPROVED: (AS TO FORM)

SHARON R. BOCK, CLERK
& COMPTROLLER

By: _____
District General Counsel

By: _____
Deputy Clerk

APPROVED:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Professional Services Administrator

By: _____
Assistant County Attorney

Date: _____

APPROVED AS TO TERMS
AND CONDITIONS

By: J. McConnell

Date: 7/27/06



Florida Department of Transportation

JEB BUSH
GOVERNOR

PROFESSIONAL AND OTHER CONTRACTUAL SERVICES – DISTRICT IV
3400 W. Commercial Boulevard, Ft. Lauderdale, Florida 33309-3421
Telephone: (954) 777-4603/fax (954) 777-4602

DENVER J. STUTLER, JR.
SECRETARY

July 10, 2006

Mr. Harvey L. Phillips, Jr.
Palm Beach County
Engineering & Public Works Dept.
2300 North Jog Road
West Palm Beach, FL 33411

RE: **Time Extension**

Contract Number: JPA, ANW-73; FM#

Dear Mr. Phillips:

Time allotted for completion of services per subject Agreement expires on July 15, 2006.
The Department recognizes that the delay in completing the services within the time allotted was beyond the control of the Contract Vendor.

The Department hereby extends the time for completion of said services until November 22, 2006.
All other terms of subject agreement and any supplements thereof will remain in full force and effect. It is noted that this letter does not include any additional compensation.

Please acknowledge receipt of this letter and agreement to the extension of time by signing and dating both letters and returning one signed letter to Mr. Leos A. Kennedy, Jr., Florida Department of Transportation
3400 W. Commercial Blvd., Fort Lauderdale, FL 33309

This "Letter of Time Extension" must be executed on or before July 15, 2006
to be in full force and effect.

Sincerely,

Title: Director of Transportation Support

Professional Services Administrator

This will acknowledge agreement to the above letter:

Signature: _____

Title: _____

Date: _____