

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: 418029-2-58/68-01	Fund: <u>TALU</u>	FLAIR Approp: _____
Federal No: 8886-266-A	Org Code: <u>55043010404</u>	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
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Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>86</u>	Contract No: <u>ARC-40</u>	Vendor No: <u>F-596000319-005</u>
Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: <u>72219595</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS AGREEMENT, made and entered into this 10th day of March, 2014 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and City of Fort Lauderdale 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 Flagler Drive from North Andrews Avenue to East of Sunrise Boulevard Pedestrian Lighting and Landscaping Improvements 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, L, RL, X & 1 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.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State

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Exhibit 2
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1 of 44

appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP projects.

Removal of All Funds

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

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before June 30, 2016. 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. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 2,058,096.00. 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 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 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 (NTP) from the Department. The Agency agrees to advertise or put the project out to bid thirty (30) days from the date the Department issues the NTP to advertise the project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

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:

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 Department'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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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.
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):

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
 - 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:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

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:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

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):

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

- 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):

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

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).

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

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

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

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

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

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

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

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

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

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

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

8.00 Termination or Suspension of Project:

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

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

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

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

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

9.00 Contracts of Agency:

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

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

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

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with

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

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

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

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

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

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

11.01 Performance Evaluation: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

11.02 Performance Evaluation Ratings: Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

11.03 Delegation of Authority: The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

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 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.

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, 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 and 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 Department should be aware of the following time frames. Upon receipt, the Department has 30 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.

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 Department and or 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.

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 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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

AGENCY : CITY OF FORT LAUDERDALE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: Gerry O'Reilly
Name: GERRY O'REILLY
Title: Director of Transportation Development

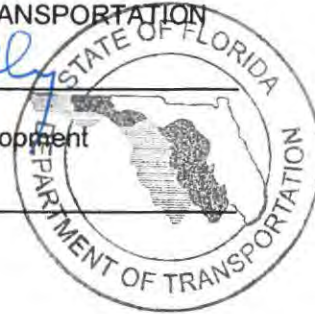
Attest: _____
Title: _____

Attest: John Lewis
Title: ADMIN. ASST.

Legal Review: _____

Legal Review:

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



**See Attached
City Signature Page 13(a)**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By 
JOHN P. "JACK" SEILER, Mayor

By 
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:


JONDA K. JOSEPH, City Clerk

Approved as to form:

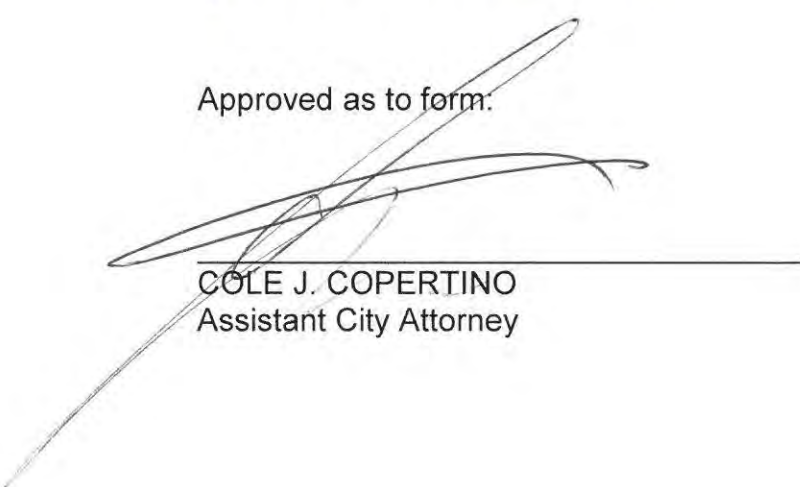

COLE J. COPERTINO
Assistant City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 418029-2-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and City of Fort Lauderdale

Dated _____

PROJECT LOCATION: Flagler Drive

The project ___ is is not on the National Highway System.

The project ___ is is not on the State Highway System.

PROJECT DESCRIPTION

Flagler Drive from N. Andrews Ave. to E. Sunrise Blvd. Pedestrian Lighting and Landscaping Improvements

SPECIAL CONSIDERATIONS BY AGENCY:

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

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

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

- a) Study to be completed by N/A. (Phase 18 and 28 LAP Agreements)
- b) Design to be completed by N/A. (Phase 38 LAP Agreements)
- c) Right-of-Way requirements identified and provided to the Department by N/A (All LAPS requiring R/W) (District will handle all Right of Way activities on LAPS, the date would be set by the necessary timeframe to complete R/W activities.
- d) Right-of-Way to be certified prior to advertising for Construction. (All Phase 58 LAPS)
- e) Construction contract to be let by 04/30/2014. (For Phase 58 LAPS). (This date would be prior to the end of the fiscal year that the Phase 58 is programmed in FM)
- f) Construction to be completed by 06/30/2016. (Phase 58 LAP Agreements)

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

This Project is for reimbursement of **Construction and CEI only** in the year 2013/2014 in the amount of **\$988,402.00**. Upon execution of this agreement by all parties the Department will provide the Agency **ONE EXECUTED AGREEMENT** and a **NOTICE TO PROCEED**. The Agency should not start any construction and CEI 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 and fiscal year funding availability.

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 onsite inspection with the Agency.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "B"
SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301	FPN: 418029-2-58/68-01
--	------------------------

PROJECT DESCRIPTION

Name: Flagler Drive Length: 0.526 Mile

Termini 1: From North Andrews Avenue to East Sunrise Boulevard

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning 2008-2009 2009-2010 2010-2011 Total Planning Cost			
Project Development & Environment (PD&E) 2008-2009 2009-2010 2010-2011 Total PD&E Cost			
Design 2008-2009 2009-2010 2010-2011 Total Design Cost			
Right-of-Way 2008-2009 2009-2010 2010-2011 Total Right-of-Way Cost			
Construction 2012-2013 Phase 58 2013-2014 TALU - X05 2013-2014 LFP 2013-2014 2013-2014 Total Construction Cost	\$909,652.00 \$1,069,694.00 \$1,979,346.00	 \$1,069,694.00 \$1,069,694.00	\$909,652.00 \$909,652.00
Construction Engineering and Inspection (CEI) Phase 68 2012-2013 2013-2014 TALU - X05 2013-2014 Total CEI Cost Total Construction and CEI Costs	 \$ 78,750.00 \$2,058,096.00	 \$1,069,694.00	 \$ 78,750.00 \$988,402.00
TOTAL COST OF THE PROJECT	\$2,058,096.00	\$1,069,694.00	\$988,402.00

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

EXHIBIT "L"

LANDSCAPE MAINTENANCE AGREEMENT (LMA)

Paragraph 13.13 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, Local Program Engineer
Florida Department of Transportation, District 4
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309

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:

Hardeep Anand, P.E., Public Works Director
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida, 33301

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.

EXHIBIT "RL"

ROADWAY LIGHTING MAINTENANCE AGREEMENT (RLMA)

Paragraph 13.13 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 "X"

PROJECT ESTIMATE AND DISBURSEMENT SCHEDULE

FPN: 418029-2-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation (Department) and City of Fort Lauderdale (Agency)

Dated 3/10/14

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 City of Fort Lauderdale

Dated 3/10/14

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

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: \$988,402.00.00

Compliance Requirement:

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

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

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

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

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

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

DATE _____

AGENCY City of Fort Lauderdale

FEDERAL-AID PROJECT NUMBER 8886-266-A

FIN NUMBER 418029-2-58/68-01

STATE JOB NUMBER _____ TIP PAGE NUMBER _____

PROJECT TITLE Flagler Drive from N. Andrews Ave. to E. Sunrise Blvd. Pedestrian Lighting and Landscaping Improvements

PROJECT TERMINI FROM: N. Andrews Avenue TO: E. Sunrise Boulevard

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: 10/1/13

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						
CONST.	\$1,979,346.00	\$1,069,694.00	\$0.00	\$909,652.00	45.9	
CEI	\$78,750.00			\$78,750.00	100	
TOTAL	\$2,058,096.00	\$1,069,694.00	\$0.00	\$988,402.00	48	

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)
 Roadway Width: 20 Feet Number of Lanes 2
 Bridge Number(s) on Project None

DESCRIPTION OF PROPOSED WORK New Construction 3-R Enhancement Congestion Mitigation
 Pedestrian Lighting & Landscaping
 Roadway Width N/A Number of Lanes 2
 Bridge Numbers(s) on Project None

LOCAL AGENCY CONTACT PERSON
 Hardeep Anand, P.E. TITLE: Public Works Director / City Engineer

MAILING ADDRESS: 100 N. Andrews Ave Fort Lauderdale, FL 33301 PHONE: 954-828-5240

AGENCY City of Fort Lauderdale ZIP CODE: 33301

LOCATION AND DESIGN APPROVAL: BY: [Signature] for Hardeep Anand
 Approving Authority
 TITLE: Assistant Director of public works DATE: 2/27/2014

AGENCY: City of Fort Lauderdale	PROJECT TITLE: Flagler Drive from N. Andrews Ave. to E. Sunrise Blvd, Pedestrian Lighting and Landscaping Improvements	DATE:
------------------------------------	--	-------

ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:
An Environmental Determination was completed and approved for the Project.

RIGHT OF WAY AND RELOCATION:
No right of way acquisition associated with this Project

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

DATE: _____

AGENCY: _____
By:  _____
(Mayor / Chairman)

CERTIFICATION

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 27 day of Feb, 2014

Jordan K. Joseph City Clerk

RESOLUTION NO. 14-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LOCAL AGENCY PROGRAM ("LAP") AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") TO RECEIVE GRANT FUNDS IN THE AMOUNT OF \$988,402 FOR CONSTRUCTION OF THE FLAGLER DRIVE GREENWAY AND BICYCLE FACILITY PHASE II (FDOT FINANCIAL PROJECT NO. 418029-2-58/68-01), AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Lauderdale and the State of Florida Department of Transportation ("FDOT") wish to enter into a Local Agency Program (LAP) Agreement to accept FDOT grant funds in the amount of Nine Hundred Eighty-Eight Thousand, Four Hundred Two Dollars (\$988,402) for the construction of the Flagler Drive Greenway and Bicycle Facility Phase II, FDOT Financial Project No. 418029-2-58/68-01 ("Project"); and

WHEREAS, the City completed Phase I of the Flagler Drive Greenway and Bicycle Facility project in January 2013 and is ready to proceed with the next phase of the Project; and

WHEREAS, the scope of Phase II of the Project includes the installation of new pedestrian lighting on both sides of Flagler Drive from Andrews Avenue to Sunrise Boulevard and construction of new bio-swale drainage with landscaping; and

WHEREAS, the total cost of the Project is Two Million Fifty-Eight Thousand Ninety-Six Dollars (\$2,058,096) and the City's participation amount is One Million Sixty-Nine Thousand Six Hundred Ninety-Four Dollars (\$1,0639,694); and

WHEREAS, FDOT grant funds in the amount of \$988,402 will be applied to the construction and construction engineer inspection of the Project;


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the proper City officials are hereby authorized to execute a Local Agency Program Agreement with FDOT accepting grant funds in the amount of Nine Hundred Eighty-Eight Thousand, Four Hundred Two Dollars (\$988,402) for the construction of the Flagler Drive Greenway and Bicycle Facility Phase II, FDOT Financial Project No. 418029-2-58/68-01.

SECTION 2. That if any clause, section or other part of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby, but shall remain in full force and effect.

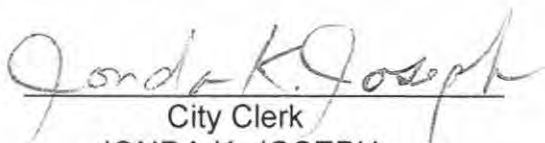
SECTION 3. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this the 18th day of February, 2014.



Mayor
JOHN P. "JACK" SEILER

ATTEST:



City Clerk
JONDA K. JOSEPH

L:\COMM 2014\Resolutions\February 18\14-35.doc

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION

575-095-05
RIGHT OF WAY
11/12

R/W ITEM/SEGMENT NO.: N/A MANAGING DISTRICT: District IV
CONSTRUCTION ITEM/SEGMENT NO.: 418029-2-58/68-01 STATE ROAD: N/A
F.A.P. NO. (Construction): 8886-266-8 DESCRIPTION: Phase 2: milling, resurfacing,
COUNTY: Broward pedestrian lighting, bio-swale, and
LETTING DATE: May 2014 landscaping

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. Sufficient authority has been obtained to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

- Right of way was not acquired for this project.
 Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

- No persons or businesses were required to move or move personal property from the project right of way.
 All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

- No structures or improvements, including encroachments, required removal from the project right of way.
 All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

- No structures or improvements requiring asbestos abatement were located on the project right of way.
 Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency:



Title: Hardeep Anand, P.E.
City of Fort Lauderdale - Public Works Director

Date: 9/10/2013

Certified by FDOT:



Title: Cheryl A. Balogh, District R/W Manager

11/12/13

Date:

ADDITIONAL STATEMENT – Local Agency Program

No Additional Right of Way Required

R/W ITEM/SEGMENT NO.: N/A

STATE ROAD: N/A

CONST. ITEM SEGMENT NO.: 418029-2-58/68-01

DESCRIPTION: Phase 2: milling, resurfacing
pedestrian lighting, bio-swale, and
landscaping

F.A.P. NO.: 8886-266-8

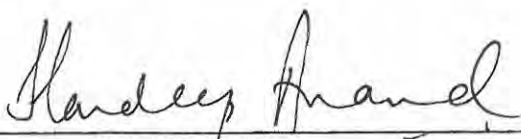
PREFERRED LETTING DATE: May 2014

LOCAL AGENCY: City of Fort Lauderdale

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 – maybe 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 which is a permanent part of the transportation facility or which 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, and 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 City of Fort Lauderdale for the purpose of restoration and harmonization.



SIGNATURE

9/10/2013

DATE

Hardeep Anand, P.E.

NAME (Printed)

Title: Public Works Director

Agency: City of Fort Lauderdale

TYPE 1 OR PROGRAMMATIC CATEGORICAL EXCLUSION CHECKLIST

Financial Project ID 418029-2-58-01
 FAP No. N/A
 State Road No. N/A
 County BROWARD

Project Description: Flagler Drive Greenway Phase 2: Pedestrian lighting, resurfacing, additional landscaping and curbing. The project is from Sunrise Boulevard to Andrew Avenue.

	YES	NO
Will the project cause significant adverse impacts to local traffic patterns, property access, or community cohesiveness, or planned community growth or land use patterns?	___	<u>X</u>
Will the project cause significant adverse impacts to air, noise and water?	___	<u>X</u>
Will the project cause significant adverse impacts to wetlands?	___	<u>X</u>
Will the project cause significant adverse impacts to navigation?	___	<u>X</u>
Will the project cause significant impacts to floodplains in accordance with Part 2, Chapter 24?	___	<u>X</u>
Will the project cause significant impacts to endangered and threatened species or their critical habitats?	___	<u>X</u>
Will the project require acquisition of significant amount of right-of-way?	___	<u>X</u>
Will the project require relocation of a significant number of residents or businesses?	___	<u>X</u>
Are there any properties protected under Section 4(f) of the U.S. Department of Transportation Act within the project limits that will require a Section 4(f) Evaluation in accordance with Part 2, Chapter 13?	___	<u>X</u>
Are there any properties protected under Section 106 of the National Historic Preservation Act within the project limits, and if there are, will the project have a significant impact on any of those properties? Projects that may involve historic properties must meet the requirements for consultation with the SHPO (or THPO as appropriate) as outlined in Part 2, Chapter 12 of this manual.	___	<u>X</u>
Will the project have a significant involvement with contamination?	___	<u>X</u>
Will the project require a public hearing or an opportunity for a public hearing?	___	<u>X</u>

IMPORTANT If the answer to any of these questions in **Yes**, then a Type 1 or Programmatic Categorical exclusion does not apply, and additional coordination with the FHWA Transportation Engineer is required to determine the necessary level of environmental documentation.

Financial Project ID 418029-2-58-01
FAP No. N/A
State Road No. N/A
County BROWARD

Project Description: Project Description: Flagler Drive Greenway Phase 2: Pedestrian lighting, resurfacing, additional landscaping and curbing. The project is from Sunrise Boulevard to Andrew Avenue


FINDING:

This project has been evaluated and, has been determined to meet the conditions as set forth in the PD&E Manual, Part 1, Chapter 2; therefore:

This project is a Type 1 Categorical Exclusion under (23 CFR 771.117(c)) effective November 27, 1987.

This project is a Programmatic Categorical Exclusion per FHWA, FTA, and FDOT Agency Operating Agreement executed on January 15, 2003.

Package prepared by:

LAP Reviewer: 
Name: Yugal K Lall, P.E.
Agency: City of Fort Lauderdale

Date: 4-26-2013

LAP Administrator: 
FDOT-District 4 Ellen Daniel, P.E.

Date: 10-1-2013

FDOT Concurrence: 
District 4 Environmental Administrator

Date: 9/24/13

The following is a list of any supporting reports or technical studies that were prepared and are included in the project file that were necessary to support the conclusions reached on the checklist. This documentation is required only for unusual circumstance since the projects covered by Type 1 and Programmatic CE determinations do not typically, based on past experience, cause significant impact.

- _____
- _____
- _____
- _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM (LAP) CHECKLIST FOR CONSTRUCTION CONTRACTS (Phase 58) –
 FEDERAL AND STATE REQUIREMENTS**

525-010-44
 PRODUCTION SUPPORT
 09/13
 Page 1 of 6

Project Title: Flagler Drive Greenway & Bicycle Facility Phase 2
 Financial Management Number: 418029-2-58/68-01
 Federal-Aid Project Number: 8886-266-8
 Local Agency Name: City of Fort Lauderdale
 Laboratory Information Management System Use Required (Yes/No): No

Federal-Aid Highway (Yes/No): No
 LAP Agreement Amount (\$): 1,009,126.00
 Scheduled Advertisement Date: April 2014
 Specifications Used: FDOT LAP Big Four Local Agency

Requirement	Reference	Local Agency Responsibility	District Monitoring Responsibilities	Requirement Location
1. Plan, Specification & Estimates (PS&E) Submittal	LAP Agreement – Section 13.08 LAP Manual Chapter 4 Section 2	Submit PS&E package to FDOT for approval. Provide assurance that all: Right-of-way (ROW) clearances, NEPA compliance have been completed, and appropriate permits have been obtained. Utility and railroad work arrangements and coordination must be made and properly noticed in the bid proposal. SHS/NHS projects will be designed in accordance with the Plans Preparation Manual. Non-SHS and Non NHS projects will be designed in accordance with the Florida Green book. Local Agency will use FDOT's specifications when the construction project is on the SHS/NHS. When the project is off the SHS/NHS, Local Agency will use FDOT's pre-approved specifications for earthwork, concrete, asphalt, and landscaping items, or will seek FDOT approval for local agency specifications. http://www.dot.state.fl.us/specificationsoffice/Implemented/LAP/LapSpecs/Default.shtm For critical projects or projects with critical components, refer to the requirements of LAP Bulletin 01-13. http://www.dot.state.fl.us/projectmanagementoffice/LAP/LAPMemos/LAP01-13.pdf	Review/approve signed and sealed PS&E package	Submittal
2. Bonding and Prequalification	23 CFR 635.110	Use FDOT prequalified contractors for projects on the NHS and SHS and Critical Projects. However, when the project is on the NHS or SHS, and the contract is under \$250,000, then a FDOT prequalified contractor is not required. Per FDOT Standard Specifications 2-1 Prequalification of Bidders. Non SHS/NHS projects may use Local Agency prequalified contractors.	Review bid document for inclusion of the provision.	Instruction to Bidder IB-1 thru IB-4 in the specification package P. 75 ✓
3. Buy America	23 CFR 635.410	Include FDOT's Standard Specification 6-5.2 in bid document. If a Buy America waiver was approved, provide the Federal Register publication date.	Review bid document for inclusion of the specification.	Notice to Bidders Section VII in the specification package P. 94 IDE114 ✓

12/27/13

Requirement	Reference	Local Agency Responsibility	District Monitoring Responsibilities	Requirement Location
4. Change Orders	23 CFR 635.120	Develop procedures outlining the conditions under which a change order is allowed and include in bid document. May use Section 7.3.11 of FDOT CPAM as part of procedure.	Review bid document for inclusion of the provision.	Notice to Bidders Section XIV in the specification package. P. 97 PDF 152
5. Claims	23 CFR 635.124	Develop procedures outlining the conditions under which a claim is allowed and include in bid document. May use Section 7.5 of FDOT CPAM as part of procedure.	Review bid document for inclusion of the provision.	Notice to Bidders Section XII in the specification package. P. 98 PDF 133
6. Contractor Purchased Equipment for State or Local Ownership	23 CFR 140 49 CFR Part 18 49 CFR Section 18.3	Do not allow	Review bid document to ensure exclusion of provision.	N/A P. 98
7. Suspension and Debarment	49 CFR 29	The Local Agency shall include certification in bid documents.	Review bid document for inclusion of provision.	Construction Agreement Section C-30. P. 98
8. Disadvantaged Business Enterprise (DBE)	49 CFR 26	The Local Agency shall comply with FDOT's DBE Program Plan unless the Local Agency has a DBE Program Plan approved by the USDOT. FDOT currently has a race neutral program with an 8.60% goal. Establish a DBE availability goal and include in bid document. Include DBE special provisions in bid document. Use DBEs certified under the Florida Unified Certification Program Directory: http://www.bipincwebapps.com/biznet/florida/	Obtain copy of the USDOT approval letter for the DBE Program Plan for highways.	Invitation to Bid Section, ITB-2 and Notice to Bidders IV in the specification package P. 94 / pg. 6
9. On the Job Training	23 CFR 230	Include FDOT's Standard Specification 7-25-OJT Training Requirements in bid proposal and contract when project is on the SHS and or NHS. OJT is not required for non SHS/non NHS projects.	Review bid document for inclusion of the provision.	N/A not needed
10. Equal Employment Opportunity	23 CFR 230	Include FDOT Special Provisions related to Executive Order 11246.	Review bid document for inclusion of this provision.	Notice to Bidders Section III in the specification package.
11. Equipment Rental Rates	23 CFR 635.120 48 CFR 31	Develop procedure based on 48 CFR 31 and include in bid document.	Review bid document for inclusion of the proper payment provision for rental equipment.	Notice to Bidders Section XI in the specification package. P. 134
12. Foreign Contractor and Supplier Restriction	49 CFR 30	Proposal may not limit project to domestic-owned contractors only.	Review documents to ensure compliance.	Notice to Bidders Section V in the specification package. not in contract

Requirement	Reference	Local Agency Responsibility	District Monitoring Responsibilities	Requirement Location
13. Incentive/ Disincentive Clauses	23 CFR 635.127(d,f)	Develop procedure based on 23 CFR 635.127 and include in bid document (if Local Agency elects to use Incentive/ Disincentive). May use Section 1.2.6 of FDOT CPAM as a guide in this development.	Review bid document to ensure procedure was followed, if Local Agency elects to use Incentive/ Disincentive.	N/A <i>not in contract</i>
14. Indian Preference on Federal-Aid Projects (Labor & Employment)	23 CFR 635.117	If utilized, ensure FDOT obtains FHWA approval of provision complying with 23 CFR 635.117.	Verify provisions meet federal requirements.	N/A
15. FHWA Form 1273	23 CFR 633	Must be included verbatim in all contracts and subcontracts. Acceptable versions can be obtained at: www.dot.state.fl.us/specificationoffice/Implemented/URLInSpecs/files/df1273.pdf or http://www.fhwa.dot.gov/programadmin/contracts/1273.pdf	Review final contracts for inclusion of FHWA Form 1273	Notice to Bidders Section XIII in the specification package. <i>P. 129</i>
16. Liquidated Damages	23 CFR 635.127	Develop rates based on 23 CFR 635.127 and include in contract provisions. <i>\$ 700 / day</i>	Ensure that rates are included in the bid proposal.	Construction Agreement Section C-29 of the specification package. <i>P. 11</i>
17. State/Local Hiring Preference	23 CFR 635.117	The Local Agency needs to certify it does not have State or local hiring preferences.	Review bid document to ensure exclusion of any local hiring preference.	N/A
18. Lobbying Certification	49 CFR 20	The Local Agency shall include certification in bid documents.	Review bid document for inclusion of the provision.	Proposal Section CRL-1 of the specification package <i>P. 124</i>
19. Method of Construction (or Method of Bidding)	23 CFR 635.104 & 23 CFR 114(a)	Local Agency shall certify that projects will be awarded to the lowest responsive bidder except for Design-Build as approved by the FDOT. The method of bidding shall be in the project specifications.	Review bid document to verify compliant bidding process.	Invitation to Bidders ITB - 1 section of the specification package. <i>P. 75</i>
20. Non-Collusion Provision	23 CFR 635.112(f)	The Local Agency shall include certification in bid documents.	Review bid document for inclusion of the provision.	Notice to Bidders Section XX in the specification package. <i>P. 95</i>
21. Owner Force Account/ Cost-Effective Justification	23 CFR 635B under 635.205	Owner Force Account contracting is not allowed without first submitting a finding of cost-effectiveness. This must be approved by the District LAP Administrator.	Review bid document to ensure exclusion of provision or provide FDOT approval date.	Notice to Bidders Section XVI in the specification package. <i>not utilized</i>
22. Patented/ Proprietary Materials	23 CFR 635.411	Do not use unless there is a public interest finding approved by FDOT (if specified in the bid document). <i>Vanguard ADA System</i>	If development of a public interest finding is required, ensure that the finding approved by FDOT is included in the bid document.	Notice to Bidders Section XVII in the specification package. <i>Had For Prop. Reg</i>

Requirement	Reference	Local Agency Responsibility	District Monitoring Responsibilities	Requirement Location
23. Prevailing Minimum Wage	23 USC 113 23 CFR 633A	Include latest Davis-Bacon wage table(s) in the contract. Current wage tables may be obtained at: http://www.dot.state.fl.us/construction/wage.shtm or http://www.wdol.gov . Some projects located on roadways classified as local roads or rural minor collectors are exempt from Davis Bacon wages. Consult your LAP Administrator if you believe this project is exempt.	Review final contracts for the applicable wage rate table(s). If an exemption is requested consult the State Prevailing Wage Coordinator for approval.	Notice to Bidders Section I & II in the specification package. P. 146
24. Progress Payments/Estimates	23 CFR 635.122	Develop contract language to ensure that payments are based on work completed, this may include stockpiled materials. Section 9-5 of FDOT Standard Specifications may be used for guidance.	Review bid document for inclusion of the provision.	Section 012900 Payment Procedure in the specification package. P. 30
25. Prohibition Against Convict Produced Materials	23 CFR 635.417	Develop contract language to prohibit the use of convict-produced materials and include in bid document. Local Agency may use FDOT Specification 6-5.1: Source of supply-Convict Labor	Review bid document for inclusion of the provision.	Notice to Bidders Section XI in the specification package. P. 76
26. Public Agencies in Competition with the Private Sector	23 CFR 635.112(e)	Do not allow	Review bid document to ensure exclusion of the provision.	Notice to Bidders Section XI in the specification package. P. 99
27. Publicly-Owned Equipment	23 CFR 635.106	Do not allow	Review bid document for exclusion of the provision.	Notice to Bidders Section XI in the specification package. P. 98
28. Salvage Credits	49 CFR 18.36	Do not allow	Review bid document for exclusion of the provision.	Notice to Bidders Section XI in the specification package. P. 99
29. Standardized Changes Conditions Contract Clauses	23 CFR 635.109	Develop contract language to ensure that the requirements of 23 CFR 635.109 are met. Sections 4-3.2 and 5-12.6 of FDOT Supplemental Specifications and Sections 4-3 and 5-12 of FDOT Standard Specifications may be used for guidance.	Review bid document for inclusion of the provision.	Notice to Bidders Section XIX in the specification package. P. 15
30. State (Florida or other)-produced materials	23 CFR 635.409	Do not allow	Review bid document for exclusion of state or locally produced materials preferences.	N/A
31. State/ Local Owned/ Furnished/ Designated Materials	23 CFR 635.407	Do not use unless there is a public interest finding approved by FDOT (if specified in the bid document). Local Agency tax savings programs are generally not allowed for federal projects.	Review bid document for exclusion of materials furnished by Local Agency	N/A
32. Subcontracting	23 CFR 635.116	Develop contract language to meet the requirements. The local agency may use FDOT Standard Specification 8-1: Subletting or Assigning of Contracts.	Review bid document for inclusion of the provision.	Construction Agreement Section of Specification package. P. 99
33. Termination of Contract	23 CFR 635.125	Develop contract language for termination for cause, convenience, and default and include in the bid document.	Review bid document for inclusion of the provision.	Notice to Bidders Section XXII in the specification package. P. 15

Requirement	Reference	Local Agency Responsibility	District Monitoring Responsibilities	Requirement Location
34. Time Extensions	23 CFR 635.121	Include reasons time extensions are allowed in specifications. May use Section 8-7.3.2 of the FDOT Standard Specifications.	Review bid document for inclusion of the provision.	Notice to Bidders Section I in the specification package. <i>P. 116</i>
35. E-Verify	Executive Order 11-116	Include the E-verify special provision SP0072800	Review bid document for inclusion of the provision.	Notice to Bidders Section XXI in the specification package. <i>P. 128</i>

Handwritten notes:
 4/15/13
 2/12/13

Handwritten notes:
 10/12/13
 2013 10/12/13

Local Agency: I hereby certify that the above mentioned LAP project construction contract documents contain the provisions set forth in this checklist.

Alex S
Signature

SENIOR PROJECT MANAGER
Position Title

ALEX SCHEFFER, P.E.
Name (Printed)

12/23/13
Date

District LAP Administrator/Designee: I hereby certify that the above mentioned LAP project construction contract documents contain the provisions set forth in this checklist.

Ellen Daniel
Signature

LOCAL PROGRAM ENGINEER
Position Title

ELLEN DANIEL
Name (Printed)




1/14/2014
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL CERTIFICATION QUALIFICATION AGREEMENT AND ADMINISTRATIVE OPERATIONS
 CHECKLIST**

Local Agency: CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA - DISTRICT IV

Requirement	Regulatory References	Local Agency Responsibility	District Responsibilities	Certification Package Reference	Local Agency Initial	District Initial
Local Agency Staff Qualifications	23 CFR 635.105, LAP Manual Chapter 3, Chapter 14-75 Florida Statutes	<p>Provide FDOT with resumes for personnel applicable to the areas where certification is requested. Review Chapter 3 of the LAP Manual for specific requirements. Complete the Local Agency Program Certification and Recertification computer based training. The training can be accessed at http://wbt.dot.state.fl.us/ois/LocalAgency/default.htm This is required for all project managers and recommended for all staff involved in LAP.</p> <p>Designate a Disadvantage Business Enterprise (DBE) Liaison Officer, Title VI Officer, Equal Employment Opportunity (EEO)/Affirmative Action Officer, and Americans with Disabilities Act (ADA) Coordinator.</p>	Review resumes to ensure adequate experience and compliance with references.	Exhibit 1 Exhibit 2	<i>Leaf</i>	<i>ED</i>
Sub-recipient Compliance Assessment	Title VI of the Civil Rights Act	<p>Complete a sub-recipient compliance assessment (Contact Central Office for assessment tool).</p> <p>Provided FDOT with a signed Title VI Assurance and Policy Statement. (samples can be obtained from Central Office).</p>	Review assessment for compliance with Title VI and document assurances	Assessment Date: Exhibit 3	<i>Leaf</i>	<i>ED</i>
Advertising for Bids	23 CFR 635.112(d)(e)(f)(g)(h), 49 CFR 18.36	<p>Provide FDOT with a copy of the Local Agency's advertising for bid and award procedure. The Local Agency shall advertise authorized projects a minimum of 3 weeks. If the Local Agency will use design build, a Local Agency must develop a process that includes the solicitation for proposals including the submission, modification, revision and withdrawal of proposals.</p> <p>Nondiscriminatory bidding procedures shall be afforded to all qualified bidders regardless of National, State or local boundaries and without regard to race, color, religion, sex, national origin, age, or handicap</p>	Review procedures for compliance with references and Chapter 22.	Exhibit 4 City does not utilize Design-Build for its projects.	<i>Leaf</i>	<i>ED</i>

LOCAL CERTIFICATION QUALIFICATION AGREEMENT AND ADMINISTRATIVE OPERATIONS CHECKLIST

Requirement	Regulatory References	Local Agency Responsibility	District Responsibilities	Certification Package Reference	Local Agency Initial	District Initial
Bid Opening and Tabulation	23 CFR 635.113(a)	<p>The Local Agency shall publicly open and announce either item by item or by total amount all bids received in accordance with the terms of the advertisement. Any bid received and not read aloud, shall have the name of the bidder and the reason for not reading the bid aloud publicly announced at the letting.</p> <p>The Local Agency shall forward Tabulations of bids certified by a responsible official to FDOT. The tabulation shall show: (1) Bid item details for at least the low three acceptable bids and (2) The total amounts of all other acceptable bids.</p> <p>In the case of a design build project, the following requirements apply: (1) All proposals received must be opened and reviewed in accordance with the terms of the solicitation. The Local Agency must procedures for the following: (i) The process of handling proposals and information; (ii) The review and evaluation of proposals; (iii) The submission, modification, revision and withdrawal of proposals; and (iv) The announcement of the successful offeror.</p>	Review Local Agency procedures, for compliance with responsibilities.	Exhibit 5 City does not utilize Design-Build for its projects.	Laf	
Bid Analysis and Award of Contract	23 CFR 635.114	<p>Provide a written process for documenting the analysis of bids, determining unbalanced and non-responsive bids, identification of non-responsible bidders and the Local Agency's award/reject recommendation.</p> <p>Design build contracts shall be awarded in accordance with the Request for Proposals document.</p>	Review Local Agency procedures, to ensure award to lowest responsive bidder. Review criteria for bid rejection.	Exhibit 6 City does not utilize Design-Build for its projects.	Laf	
Contract time	23 CFR 635.121	Provide procedures to be used to develop contract time. May use section 1.2.7 of FDOT CPAM as guide.	Review Local Agency procedures, for understanding of how contract time is calculated. Ensure a Liquidated Damages provision is included	Exhibit 7	Laf	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL CERTIFICATION QUALIFICATION AGREEMENT AND ADMINISTRATIVE OPERATIONS
CHECKLIST**

525-010-43
PRODUCTION SUPPORT
06/13
Page 3 of 4

Requirement	Regulatory References	Local Agency Responsibility	District Responsibilities	Certification Package Reference	Local Agency Initial	District Initial
Engineer's Estimate	23 CFR 630B	Provide FDOT with a copy of the Local Agency's project estimating procedures.	Review documents to make sure a valid estimate was done for NHS projects.	Exhibit 8	<i>Laf</i>	<i>ED</i>
Project Supervision/Staffing	23 CFR 635.105	Demonstrate that each project will be run by a qualified and experienced person who is either on staff as a public employee or is a consultant designated as the Local Agency's engineer. Designate a public employee as being in responsible charge. Designate a primary point of contact for the Agency. The primary point of contact should be an individual empowered to make project decisions and resolve issues.	Review to ensure Local Agency responsibilities are met.	Please refer to Exhibit 1 Staff resumes Exhibit 9	<i>Laf</i>	<i>ED</i>
Warranty clauses	23 CFR 635.413	Provide FDOT with procedures to be used for warranty clauses.	Review Local Agency procedures, guidelines, policies, etc.	Exhibit 10	<i>Laf</i>	<i>ED</i>
Fair, open, and competitive selection of qualified consultants	40 USC 1101-1104 ("Brooks Act"), 23 USC 112(b)(2)(A), 23 CFR 172.5(a)(1), 287.001, and 287.001, 287.055(4), Florida Statutes	Provide FDOT with a professional service procedure that meets the requirements of the Federal Brooks Act and the Consultants' Competitive Negotiation Act (CCNA). The nine critical factors identified in the Local Agency Professional Services training must be addressed. The training can be found at: http://wbt.dot.state.fl.us/ois/LAPProfessionalServices/index.htm Provide FDOT with a copy of the certificate of completion.	Review Local Agency procedures, to ensure compliance with CCNA and the Brooks Act.	Exhibit 11	<i>Laf</i>	<i>ED</i>
Single Audit	Section 215.97, Florida Statutes, OMB Circular A-133	Provide FDOT a copy of the Agency's latest single audit.	Review Local Agency Single Audit to ensure all findings are addressed.	Exhibit 12	<i>Laf</i>	<i>ED</i>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL CERTIFICATION QUALIFICATION AGREEMENT AND ADMINISTRATIVE OPERATIONS
CHECKLIST**

Local Agency Executive : I hereby certify that the above mentioned Administration Operations contain the provisions set forth in this checklist and that this Local Agency is committed to participation in the Local Agency Program. I understand that the Local Agency's continued participation in this program is based on its satisfactory performance.



Signature

City Manager
Position Title

Lee R. Feldman
Name (Printed)

9/26/13
Date

District LAP Administrator or Designee: I hereby certify that the above mentioned Administration Operations has been reviewed by the District LAP Certification Task Team and I recommend certification of this agency in the areas and processes shown below on Full Certification or Project Specific Certification

The Local Agency is certified in the following functional Areas: Planning Design Construction/Administration
The Local Agency is certified in the following Processes: Consultant Acquisition Project Bid and Award




Signature

Local Program Engineer
Position Title

Ellen Daniel
Name (Printed)

1/14/2014
Date

District Secretary or Designee: I approve the certification of this Local Agency.



Signature

JAMES WOLFE
Name (Printed)

D. SECRETARY
Position Title

1/14/14
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROJECT
 ADMINISTRATION EVALUATION**

Municipality:	Local Project Manager:
Address:	
Project Name:	
Project Description:	
LAP Agreement No:	Financial Project No:
Total Agreement Amount (in TRACS):	Actual Amount Expended:

• **Evaluate the Local Project Administration's performance in each of the following areas:**

1.) PROJECT COST, SCOPE AND SCHEDULE:

a.) Was the project completed within the FDOT approved budget? Yes No N/A

b.) Did the Local Agency present a clear scope of work and follow that scope in developing the project? Yes No N/A

c.) Was the project completed within the agreed-upon schedule? Yes No N/A

d.) Did the LAP show consistent, satisfactory progress in delivering the project? Yes No N/A

Comments (required for answers of "no" or a rating of "poor"): _____

Rating: Excellent (3 pts.) Good (2 pts.) Fair (1 pt.) Poor (0 pts.) N/A

2.) OVERALL PERFORMANCE:

a.) Did the Local Agency demonstrate sufficient knowledge to complete the project in accordance with Federal and/or State requirements? Yes No N/A

b.) Did the LAP effectively identify and assess problems and develop solutions before those problems caused delays? Yes No N/A

c.) Was the project completed free of errors, omissions or failures by the LAP that could jeopardize Federal or State participation? Yes No N/A

Comments (required for answers of "no" or a rating of "poor"): _____

Rating: Excellent (3 pts.) Good (2 pts.) Fair (1 pt.) Poor (0 pts.) N/A

3.) COMMUNICATION AND COOPERATION:

- a.) Did the Local Agency communicate effectively with the FDOT Project Manager, in order to keep the project on budget and schedule? Yes No N/A
- b.) Did the LAP consult with the FDOT Project Manager when issues affecting the scope, schedule or budget arose? Yes No N/A
- c.) Was the LAP cooperative and responsive to feedback? Yes No N/A

Comments (required for answers of "no" or a rating of "poor"): _____

Rating: Excellent (3 pts.) Good (2 pts.) Fair (1 pt.) Poor (0 pts.) N/A

4.) PROJECT DESIGN:

- a.) Did the Local Agency follow FDOT's consultant-selection procedures when hiring consultants for design and/or other project engineering work? Yes No N/A
- b.) Did the LAP seek the proper authorizations from the FDOT Project Manager before performing work, procuring services or signing contracts? Yes No N/A
- c.) Were the project plans, specifications and estimates developed in accordance with FDOT's standards and procedures? Yes No N/A
- d.) Were the plans and specifications adequate enough to minimize change orders and misinterpretation in the field? Yes No N/A

Comments (required for answers of "no" or a rating of "poor"): _____

Rating: Excellent (3 pts.) Good (2 pts.) Fair (1 pt.) Poor (0 pts.) N/A

5.) CONSTRUCTION:

- a.) Did the Local Agency follow FDOT's standards and procedures for procuring construction contracts? Yes No N/A
- b.) Did the LAP provide sufficient oversight to ensure that the project was completed in accordance with the plans, specifications and provisions of the construction contract? Yes No N/A
- c.) Did the progress reports from the LAP provide FDOT staff with sufficient knowledge to follow the progress of the work? Yes No N/A
- d.) Did the LAP provide proper certification that the project was constructed, quantities were measured and documented, and materials tested? Yes No N/A
- e.) Did the materials testing process meet FDOT specifications? Yes No N/A

Comments (required for answers of "no" or a rating of "poor"): _____

Rating: Excellent (3 pts.) Good (2 pts.) Fair (1 pt.) Poor (0 pts.) N/A

6.) INVOICES:

- a.) Were invoices accurate, timely and submitted with supporting documents? Yes No N/A
- b.) Did invoices provide sufficient detail to support the requests for payment? Yes No N/A
- c.) Did the costs billed to FDOT correspond to the work accomplished as described in the progress reports? Yes No N/A

Comments (required for answers of "no" or a rating of "poor"): _____

Rating: Excellent (3 pts.) Good (2 pts.) Fair (1 pt.) Poor (0 pts.) N/A

7.) ADDITIONAL COMMENTS & RECOMMENDATIONS:

Overall Rating: Excellent Good Fair Poor N/A

District LAP Administrator: _____ Date: _____

District Program Administrator/Engineer: _____ Date: _____

TO: PM404AD@dot.state.fl.us 10314153
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARC40

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ARC40 Contract Type: Method of Procurement:
Vendor Name: CITY OF FT LAUDE
Vendor ID: VF596000319044
Beginning date of this Agmt: 03/05/14
Ending date of this Agmt: 06/30/16

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 * 909652.00 *41802925801 *215 *20.205
2014 *55150200 *088717/14
0001 *00 * *0001/04

Action: ORIGINAL Funds have been: APPROVED

55 043010404 *OM *790099 * 78750.00 *41802926801 *215 *20.205
2014 *55150200 *088718/14
0001 *01 * *0002/04

TOTAL AMOUNT: *\$ 988,402.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 03/04/2014