



Exhibit "B"

Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

JIM BOXOLD
SECRETARY

April 7, 2015

Ms. Alessandra Delfico, P.E., CFM
City Engineer
City of Pompano Beach
Engineering Division
1201 NE 5 Ave
Pompano Beach, FL 33060

SUBJECT: NOTICE TO PROCEED FOR CONSTRUCTION

FM No.: 432861-1-58-01
County: Broward County
Contract No.: ART-05
Description: MLK Jr. Boulevard/Hammondville Road from Florida Turnpike to
SR-845/Powerline Road. Urban Corridor Improvements.
Agency: City of Pompano Beach

CFDA #20.205

Dear Ms. Delfico:

The City of Pompano Beach is hereby notified of this Notice to Proceed for Construction for the subject project. The total amount of federal funds authorized is \$768,948.00.

Please remember that the City must receive bid concurrence from the Department prior to awarding to the lowest responsible bidder/contractor.

Please note this project must be Advertised and Awarded to a contractor within three months of this Notice to Proceed. Please provide a notice of the preconstruction meeting to Ms. Deb Ihsan, FDOT District 4 Construction office, 3400 West Commercial Boulevard, Ft. Lauderdale, FL 33309-3421.

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

For reimbursement from the Department, please provide 4 original invoices with back up material including copies of cancelled checks issued by the City to the contractor. Progressive invoicing is REQUIRED; it is the City's responsibility to ensure the contractor is invoicing, and the City, in turn, is regularly invoicing the Department. This project was authorized by the Federal Highway Administration in March 2015. Should billing not occur by March 2016, FHWA will consider the project inactive and will move toward de-obligating the funding.

Please be advised that this contract will expire on **June 30, 2017**, and any costs incurred after the contract expiration date are not eligible for reimbursement. If you anticipate that the project will not be completed prior to the expiration date, a request for a time extension will need to be submitted to the Department for consideration. This request is needed a minimum of 90 days prior to the expiration date.

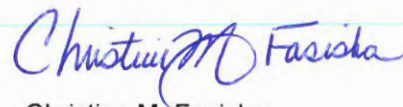
Please provide the Department a copy of the Agency Audit Report each year during the life of the project. Send this report to the Florida Department of Transportation, Office of the Comptroller, MS 24, 605 Suwannee Street, Tallahassee, Florida, 32399-0405.

After the project is completed please provide a signed original copy of the Final Inspection and Acceptance of Federal-Aid Project, Form 700-010-32 and Material Certification Letter as shown in the LAP Manual Chapter 23. Send this to Ms. Ellen Daniel, FDOT Broward Operations, 5548 NW 9th Avenue, Ft. Lauderdale, FL 33309.

Chapter 3 of the LAP Manual was recently revised to include Performance Management. Your Agency's performance on this project will be rated on several aspects, as shown on Form 525-010-29. I have attached this evaluation form for your information.

Should you have any questions, please call Helen James, LAP Program Coordinator, at (954) 777-4691 or email at helen.james@dot.state.fl.us.

Sincerely,



Christine M. Fasiska
Local Program Administrator
Florida Department of Transportation
District Four

Cc: Horacio Danovich
Deb Ihsan
Ellen Daniel/Diana Serrano
Cassandra Lamey
Mayur Patel
Aaron Watt, P.E.
Lisa Tamayo-Lorenzo, P.E.
Financial Services
File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
SPECIFICATIONS AND
ESTIMATES
OGC- 12/14
Page 1

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|---|----------------------------|-----------------------|
| FPN: 432861-1-58-01 | Fund: TCSP | FLAIR Approp: _____ |
| Federal No: 8886-511-A | Org Code: 55043010404 | FLAIR Obj: _____ |
| FPN: _____ | Fund: _____ | FLAIR Approp: _____ |
| Federal No: _____ | Org Code: _____ | FLAIR Obj: _____ |
| FPN: _____ | Fund: _____ | FLAIR Approp: _____ |
| Federal No: _____ | Org Code: _____ | FLAIR Obj: _____ |
| FPN: _____ | Fund: _____ | FLAIR Approp: _____ |
| Federal No: _____ | Org Code: _____ | FLAIR Obj: _____ |
| County No: 86 | Contract No: <u>ART 05</u> | Vendor No: F596000411 |
| Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 080181167 | | |
| Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction | | |

THIS AGREEMENT, made and entered into this 7th day of April, 2015 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and THE CITY OF POMPANO BEACH 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 MLK JR BOULEVARD/HAMMONDVILLE ROAD FROM FL TURNPIKE TO SR-845/POWERLINE ROAD 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, and 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 the 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

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 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, 2017. 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 \$ 3,624,750.00. 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 execution of a LAP Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. 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: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- b. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 1. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit 1** to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 2. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
 3. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than

nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

4. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
5. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
6. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
7. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five 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) unless the records are exempt.

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 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 if 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

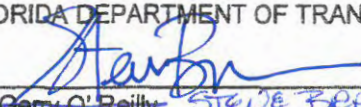
525-010-40
SPECIFICATIONS AND
ESTIMATES
OGC- 12/14
Page 13

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

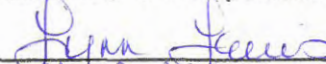
AGENCY CITY OF POMPANO BEACH

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: See City Signature Page Attached
Name: _____
Title: _____

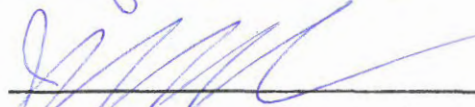
By: 
Name: ~~Gerry O'Reilly~~ STEVE BRAUN
for Title: Director of Transportation Development

Attest: _____
Title: _____

Attest: 
Title: ADAM W. ASST.

Legal Review:

Legal Review:



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

"CITY":

Witnesses:

Christine Kendel

Shelley R. Bartholme

CITY OF POMPANO BEACH

By: [Signature]
LAMAR FISHER, MAYOR

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 26th day of March, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

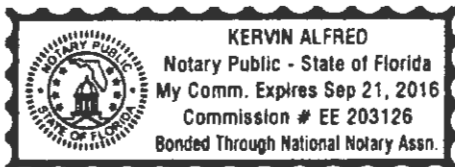


EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 432861-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
The City of Pompano Beach

Dated 4/7/15

PROJECT LOCATION: MLK Jr. Boulevard/Hammondville Road

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

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

PROJECT DESCRIPTION: Corridor Improvements from FL Turnpike to SR-845/Powerline Road

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 7/3/15. (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 6/30/17. (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** in the year 2014/2015 in the amount of **\$768,948.00**. Upon execution of this agreement by all parties the Department will provide the Agency ONE **EXECUTED AGREEMENT** and a **NOTICE TO PROCEED**. The Agency should not start any construction prior to the **EXECUTED AGREEMENT** and a **NOTICE TO PROCEED**. The Agency will only be reimbursed for costs incurred after the executed agreement date and prior to the agreement or time extension (if required by a request for a time extension from the Agency) date 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

525-010-40
PRODUCTION SUPPORT
09/11
Page 1

EXHIBIT "B"

SCHEDULE OF FUNDING

| | |
|---|----------------------------|
| AGENCY NAME & BILLING ADDRESS City of Pompano Beach 100 West Atlantic Boulevard Pompano Beach, FL 33060 | FPN: 432861-1-58-01 |
|---|----------------------------|

PROJECT DESCRIPTION

Name: MLK Jr. Boulevard/Hammondville Road Length: 0.845 Miles

Termini: FL Turnpike to SR-845/Powerline Road

| TYPE OF WORK By Fiscal Year | FUNDING | | |
|---|-------------------------------|------------------------|---------------------------------|
| | (1) TOTAL PROJECT FUNDS | (2) AGENCY FUNDS | (3) STATE & FEDERAL FUNDS |
| Planning FY: _____ | _____ | _____ | _____ |
| FY: _____ | _____ | _____ | _____ |
| FY: _____ | _____ | _____ | _____ |
| Total Planning Cost | _____ | _____ | _____ |
| Project Development & Environment (PD&E) | _____ | _____ | _____ |
| FY: _____ | _____ | _____ | _____ |
| FY: _____ | _____ | _____ | _____ |
| FY: _____ | _____ | _____ | _____ |
| Total PD&E Cost | _____ | _____ | _____ |
| Design FY: _____ | _____ | _____ | _____ |
| FY: _____ | _____ | _____ | _____ |
| FY: _____ | _____ | _____ | _____ |
| Total Design Cost | _____ | _____ | _____ |
| Right-of-Way FY: _____ | _____ | _____ | _____ |
| FY: _____ | _____ | _____ | _____ |
| FY: _____ | _____ | _____ | _____ |
| Total Right-of-Way Cost | _____ | _____ | _____ |
| Construction FY: 2014-2015 TCSP | \$768,948.00 | _____ | \$768,948.00 |
| FY: 2014-2015 LFP | \$2,855,802.00 | \$2,855,802.00 | _____ |
| FY: _____ | _____ | _____ | _____ |
| FY: _____ | _____ | _____ | _____ |
| Total Construction Cost | \$3,624,750.00 | \$2,855,802.00 | \$768,948.00 |
| Construction Engineering and Inspection (CEI) | _____ | _____ | _____ |
| FY: _____ | _____ | _____ | _____ |
| FY: _____ | _____ | _____ | _____ |
| FY: _____ | _____ | _____ | _____ |
| Total CEI Cost | \$0.00 | \$0.00 | \$0.00 |
| Total Construction and CEI Costs | \$3,624,750.00 | \$2,855,802.00 | \$768,948.00 |
| TOTAL COST OF THE PROJECT | \$3,624,750.00 | \$2,855,802.00 | \$768,948.00 |

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:

Christine Fasiska

3400 West Commercial Blvd.

Ft. Lauderdale, FL 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:

Alessandra Delfico

100 West Atlantic Boulevard

Pompano Beach, FL 33060

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 4/7/15.

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 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$768948.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>

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 Pompano Beach

FEDERAL-AID PROJECT NUMBER 8886-511-A

FIN NUMBER 432861-1-58-01

STATE JOB NUMBER _____ TIP PAGE NUMBER _____

PROJECT TITLE MLK Jr Boulevard/Hammondville Road

Termini 1: FL Turnpike to SR-845/Powerline Road Length: 0.845 Miles

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: 10/1/13

Type I Categorical Exclusion determination on: _____

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. | \$3,624,750.00 | \$2,855,802.00 | \$0.00 | \$768,948.00 | 21 | |
| CEI | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | |
| TOTAL | \$3,624,750.00 | \$2,855,802.00 | \$0.00 | \$768,948.00 | 21 | |

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)

Roadway Width: 60' Number of Lanes 5

Bridge Number(s) on Project N/A

DESCRIPTION OF PROPOSED WORK

Sidewalk, Bike Lanes,
Landscape, Lighting

☐ New Construction ☐ 3-R ☒ Enhancement ☐ Congestion Mitigation

Roadway Width 54' Number of Lanes 4

Bridge Numbers(s) on Project N/A

LOCAL AGENCY CONTACT PERSON
Alessandra Delfico

TITLE:
City Engineer

MAILING ADDRESS:
100 West Atlantic Boulevard
Pompano Beach, FL 33060

PHONE:
954-786-4144

AGENCY
City of Pompano Beach

ZIP CODE:
33060

LOCATION AND DESIGN APPROVAL:

BY: Alessandra Delfico
Approving Authority

TITLE: City Engineer DATE: 3-27-15

| | | |
|----------------------------------|---|-------|
| AGENCY: City of Pompano Beach | PROJECT TITLE: MLK Jr. Boulevard/Hammondville Road from FL Turnpike to SR- 845/Powerline Road | DATE: |
|----------------------------------|---|-------|

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

| |
|---|
| RIGHT OF WAY AND RELOCATION: Right of way acquisition is not required for the Project. |
|---|

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

AGENCY: City of Pompano Beach

DATE: 3/26/15

By: 
(Mayor / Chairman)

LAP CERTIFICATION

R/W ITEM/SEGMENT NO.: NA MANAGING DISTRICT: District 4
CONSTRUCTION ITEM/SEGMENT NO.: 432861-1-5B-01 STATE ROAD: _____
F.A.P. NO. (Construction): 8886 511 A DESCRIPTION: _____
COUNTY: Broward _____
LETTING DATE: September 2015 _____

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: Alessandra Delfico, City Engineer, City of Pompano Beach

Date: August 4, 2014

Certified by: _____

Title: _____

Date: 11-21-14

ADDITIONAL STATEMENT – Local Agency Program

No Additional Right of Way Required

| | | | |
|--------------------------|-----------------------|---------------|--------------------------------|
| R/W ITEM/SEGMENT NO.: | <u>NA</u> | STATE ROAD: | <u></u> |
| CONST. ITEM SEGMENT NO.: | <u>432861-1-58-01</u> | DESCRIPTION: | <u>Martin Luther King Blvd</u> |
| F.A.P. NO.: | <u>8886 511 A</u> | | <u></u> |
| PREFERRED LETTING DATE: | <u>September 2015</u> | LOCAL AGENCY: | <u>City of Pompano Beach</u> |

The following interests in land (Right of Way) will NOT be required for the construction of this project.

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

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


SIGNATURE

August 4 2014
DATE

Alessandra Delfico
NAME (Printed)

Title: City Engineer

Agency: City of Pompano Beach

TYPE 1 OR PROGRAMMATIC CATEGORICAL EXCLUSION CHECKLIST

Financial Project No. 432861-1-58-01

FAP No. ~~888G-436-A~~

8886-436-A

Local Name/State Road No. Dr. Martin Luther King Boulevard

Limits Powerline Road (east) to Florida Turnpike Extension (NW 31 Avenue) (West)

County Broward

Project Description: Roadway improvements include repaving and the addition of shoulders and raised medians, installation of six foot sidewalks on the north and south sides of the road, drainage improvements (new swales), light posts, signs, landscaping, and bus top shelters.

| | 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? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will the project cause significant adverse impacts to air, noise, and water? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will the project cause significant adverse impacts to wetlands requiring a wetland finding? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will the project cause significant adverse impacts to navigation requiring a federal finding or permit? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will the project cause impacts to floodplains in accordance with Part 2, Chapter 24? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will the project affect endangered and threatened species or their critical habitats requiring a federal finding? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will the project require acquisition of significant amount of right-of-way? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will the project require relocation of residents or businesses? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Is there potential involvement with properties under Section 4(f) requiring a finding from FHWA in accordance with Part 2, Chapter 13? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Are there any properties under Section 106 that may be affected by the project? Coordination with SHPO (or THPO as appropriate) per Part 2, Chapter 12 of the PD&E Manual should occur if potential adverse impacts to these properties are identified, requiring a federal finding. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Are there any known potential contamination sites which would impact right-of-way, design, or construction activities, or other issues/resources? (See Part 2, Chapter 22 for specifics on contamination impacts). | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will the project require a public hearing or an opportunity for a public hearing? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IMPORTANT If all answers are NO, the project is a Type I or PCE and this checklist will be the

NEPA document. If the answer to these questions is **YES**, follow the Minor Categorical Exclusion Determination Key and coordinate with FDOT (FHWA) as appropriate.

Financial Project No. 432861-1-58-01

FAP No. 888G-436-A

8886-436-A

Local Name/State Road No. Dr. Martin Luther King Boulevard

Limits Powerline Road (east) to Florida Turnpike Extension (NW 31 Avenue) (West)

County Broward

Project Description: Roadway improvements include repaving and the addition of shoulders and raised medians, installation of six foot sidewalks on the north and south sides of the road, drainage improvements (new swales), light posts, signs, landscaping, and bus top shelters.

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.

X This project is a Programmatic Categorical Exclusion per FHWA, FTA, and FDOT Agency Operating Agreement executed on February 12, 2003.

Package prepared by:

LAP Reviewer: _____

Date: 02/13/2015

Name: Horacio Danovich

Company: Pompano Beach CRA

Address: 100 W. Atlantic Boulevard

Pompano Beach, FL 33060

LAP Administrator: _____

Date: 2/13/15

Christine Fasiska

FDOT Concurrence: _____

Date: 2/21/15

Ann Broadwell, District 4 Environmental Administrator

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 CHECKLIST FOR CONSTRUCTION CONTRACTS (Phase 58) –
 FEDERAL AND STATE REQUIREMENTS**

525-010-44
 SPECIFICATIONS & ESTIMATES
 08/14
 Page 1 of 7

Project Title: MLK Blvd (Educational Corridor) Roadway Improvements
 Financial Management Number: 432861-1-58-01
 Federal-Aid Project Number: 8886-436-A, 8886-511-A
 Local Agency Name: City of Pompano Beach
 Laboratory Information Management System Use Required (Yes/No):

Federal-Aid Highway (Yes/No):
 LAP Agreement Amount (\$):
 Scheduled Advertisement Date:
 Specifications Used: FDOT ☐ LAP Big Four ☒ Local Agency ☒
 SHS/NHS Project (Yes/No): No If yes, identify System:

| Requirement | Reference | Local Agency Responsibilities | District Monitoring Responsibilities | Requirement Location |
|---|--|--|---|---|
| 1. Plan, Specification & Estimates (PS&E) Submittal | 23 CFR 635.309(a) LAP Agreement – Section 13.08 LAP Manual | <p>Submit PS&E package to FDOT for approval. Provide assurance that all:</p> <p>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.</p> <p>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.</p> <p>Local Agency uses its own Division I Specifications for all project types.</p> <p>Local Agency will use FDOT's Division II and Division III Specifications when the construction project is on the SHS/NHS.</p> <p>When the project is off the SHS/NHS, Local Agency will use FDOT's pre-approved Big 4 specifications for earthwork, concrete, asphalt, and landscaping items, or will seek FDOT approval for local agency specifications.</p> <p>http://www.dot.state.fl.us/specificationsoffice/Implemented/LAP/Default.shtm</p> <p>For Class C projects with bridges or box culverts refer to LAP Bulletin 01-14 for specifications http://www.dot.state.fl.us/specificationsoffice/LAP/LAPMemos/LAP01-14.pdf</p> | <p>Review/approve signed and sealed PS&E package</p> <p>ROW Form# 575-095-05 date: <u>11-21-14</u></p> <p>Executed Status of Environmental Certification and Determination received from DEMO. Date: <u>10-1-13</u></p> <p>Clear Letters received:</p> <p>Utilities <u>12-31-14</u></p> <p>Railroad <u>9-10-14</u></p> <p>No Permits <u>N/A</u></p> <p>Permits Req. <u>11-17-14</u></p> | <p>Signed and sealed PS&E Package and all Certifications must be uploaded to LAPIT prior to executing this Checklist.</p> <p>All permits issued must be submitted to the Department and incorporated into the PS&E Package.</p> <p>X - Pending Permit Approvals currently being processed</p> |

| Requirement | Reference | Local Agency Responsibilities | District Monitoring Responsibilities | Requirement Location |
|--|---|---|---|--|
| 2. Advertisement | 23 USC 112 23 CFR 635.112 | Local Agency may not advertise until Authorization has been received from FDOT. Advertisement must be a minimum of 21 days. The project must be advertised in a manner that reaches all interested bidders. | Review bid documents and verify minimum 3 week advertisement and regional publication. JOS | Refer to Page 2 (Invitation to Bid) of the City of Pompano Beach Front End Documents. City's standard procurement process requires a minimum of 30 days from Bid advertisement to Bid Opening (including pre-bid conference in between. Refer to Page 72 of the City's Procurement Manual in Supplemental Contract Requirements. |
| 3. Bonding | 255.05 F.S. 23 CFR 635.110(b) | Florida statute requires all contractors performing a public work for a Local Agency execute a payment and performance bond with a surety insurer prior to commencing work. Bonding requirements may not be used to limit competition per federal and state law. Local Agency uploads executed bond with final contract package to LAPIT after contract award. | Review bid document for bonding requirement. JOS | Refer to Pages 49 thru 52 and Page 83 of the City of Pompano Beach Front End Documents. |
| 4. 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. Local Agency must approve material certifications and upload to LAPIT prior to use of steel on LAP projects. | Review bid document for inclusion of the specification and certification requirement. JOS | Refer to FDOT Standard Spec. Section 6 - Control Materials included in the Supplemental Specifications. FDOT provided Buy Certificate of Compliance Form included in Supplemental Contract Requirements. |
| 5. Certification of Current Capacity | 14-22, F.A.C. | Contractor must certify they have the financial capacity to complete the project. Include FDOT Form # 525-010-46 in the bid documents per Florida Administrative Code. | Review bid documents for inclusion of provision and certification. JOS | FDOT Form #525-010-46 included in Supplemental Contract Requirements |
| 6. 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. JOS | Refer to ARTICLE 32 of the General Conditions of the City of Pompano Beach Front End Documents (Pages 71 thru 73) |
| 7. 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. JOS | Refer to ARTICLE 31 of the General Conditions of the City of Pompano Beach Front End Documents (Page 70) |
| 8. Contractor Purchased Equipment for State or Local Ownership | 23 CFR 140 49 CFR 18 49 CFR 18.3 | Do not allow | Review bid document to ensure exclusion of provision. JOS | City of Pompano Beach (Local Agency) Does Not Allow |

| Requirement | Reference | Local Agency Responsibilities | District Monitoring Responsibilities | Requirement Location |
|--|--|--|---|--|
| 9. Disadvantaged Business Enterprise (DBE) and Bid Opportunity | 49 CFR 26 49 CFR 26.45 LAP Manual Chapter 14 | <p>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.</p> <p>Establish a DBE availability goal and include in bid document. Include DBE special provisions in bid document, FDOT Specification 7-24.</p> <p>Verify contractors enter their bid opportunity information in the <u>Equal Opportunity Compliance (EOC) System</u> within 3 business days of submission of the bid for all subcontractors who quoted bids for FHWA-assisted projects. Use FDOT contract number for reporting.</p> <p>Use DBEs certified under the Florida Unified Certification Program DBE Directory: http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx</p> | <p>Review bid document for inclusion of DBE goal and DBE provision.</p> <p>Verify bidder opportunity reporting prior to award concurrence per LAP Manual Chapter 14.4.2</p> | <p>See SBE (DBE) Goal Announcement on the Invitation to Bid (Page 2) of the City of Pompano Beach Front End Documents</p> <p>DBE Program (FDOT language) included in Supplemental Contract Requirements.</p> |
| 10. E-Verify | Florida Governor's Executive Order 11-116 | Include the E-verify special provision, FDOT Standard Specifications 7-28. | Review bid document for inclusion of the provision. | Section 7-28 FDOT SPECS. Located in Supplemental Agreement. |
| 11. Equal Employment Opportunity | 23 CFR 230 | Include FDOT's Standard Specification 0073000 Legal Requirements And Responsibility To The Public – Title VI Assurance – DOT 1050.2, <u>Appendix A</u> . | Review bid document for inclusion of this provision. | Refer to FDOT Legal Requirements and Responsibility to the Public - Title VI Assurance - DOT 1050.2, Appendix A included in Supplemental Contract Requirements |
| 12. 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. | Equipment Rental Rates (FDOT language) included in Supplemental Contract Requirements. |
| 13. 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/specificationsoffice/Implemented/URLInSpecs/files/df1273.pdf or http://www.fhwa.dot.gov/programadmin/contracts/1273.pdf | Review final contracts for inclusion of FHWA Form 1273 | Refer to FHWA Form 1273 included in Supplemental Contract Requirements |
| 14. Foreign Contractor and Supplier Restriction | 49 CFR 30 | <p>Proposal may not limit project to domestic-owned contractors only.</p> <p>Proposal may <u>not</u> include the Florida orders on business with Syria, Cuba, Iran, and Sudan.</p> | Review documents to ensure compliance. | N/A |


| Requirement | Reference | Local Agency Responsibilities | District Monitoring Responsibilities | Requirement Location |
|--|--------------------------------|---|--|--|
| 15. 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 1.2.7 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 |
| 16. 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 |
| 17. Liquidated Damages | 23 CFR 635.127 | Develop rates based on 23 CFR 635.127 and include in contract provisions. Local Agency may use FDOT standard spec 8-10.2. | Ensure that rates are included in the bid proposal. | Section 8-10.2 FDOT SPECS. Located in Supplemental Contract Requirements. |
| 18. Lobbying Certification | 49 CFR 20 | The Local Agency shall include certification in bid documents. Local Agency may use FDOT Form #375-030-33 and #375-030-34. Certification must be uploaded to LAPIT with final contract package. | Review bid document for inclusion of the provision and certifications. | FDOT Forms #375-030-33 and #375-030-34 included in Supplemental Contract Requirements |
| 19. Local/State Hiring Preference | 23 CFR 635.117 | The Local Agency needs to certify it does not have State or local hiring preferences. Local preference also cannot be applied in a tie-breaking scenario in the event of identical bids. | Review bid document to ensure exclusion of any local hiring preference. | City is waiting for information from FDOT LAP Coordinator to include required documents. |
| 20. 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. | This Contract is Federally Funded and will be awarded to the lowest responsive bidder. Refer to the City of Pompano Beach Front End Procurement Manual for additional information. |
| 21. Non-Collusion Provision | 23 CFR 635.112(f) | The Local Agency shall include certification in bid documents. Local Agency may use FDOT Form# 575-060-13. Certification must be uploaded to LAPIT with final contract package. | Review bid document for inclusion of the provision and certification. | FDOT Form #575-060-13 included in Supplemental Contract Requirements |
| 22. On the Job Training | 23 CFR 230 | OJT is only required for SHS/NHS projects greater than 225 days and \$1million. 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 as applicable. | N/A (Off System) |
| 23. 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. | City is waiting for information from FDOT LAP Coordinator to include required documents. |

| Requirement | Reference | Local Agency Responsibilities | District Monitoring Responsibilities | Requirement Location |
|--|---|--|--|---|
| 24. 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). | If development of a public interest finding is required, ensure that the finding approved by FDOT is included in the bid document. <i>JS</i> | City has received Proprietary Product Certification Package for Sign-off. Unsigned copies with back-up provided to FDOT. |
| 25. Prequalification | 23 CFR 635.110 337.14 F.S. Chapter 14- 22, F.A.C. | Use FDOT prequalified contractors for projects on the NHS and SHS and Class C projects. FDOT prequalified contractor is not required on NHS or SHS projects with a contract value under \$250,000. Non SHS/NHS projects may use Local Agency prequalified contractors. Local Agency must use consistent qualifications and application of standards. | Review bid document for inclusion of FDOT pre-qualification and identification of major and/or minor work types. Review bid document for Local Agency qualifications relevant to project scope. <i>JS</i> | N/A (Off System) |
| 26. 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 bid document for reference to wage rates and final contracts for the applicable wage rate table(s). If an exemption is requested consult the State Prevailing Wage Coordinator for approval. <i>JS</i> | Latest Davis-Bacon wage table is included in Supplemental Contract Requirements |
| 27. 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. <i>JS</i> | Refer to ARTICLE 10 - Contract Payments of the General Conditions of the City of Pompano Beach Front End Documents (Pages 58 thru 60) |
| 28. 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. <i>JS</i> | Refer to FDOT Standard Spec. Section 6 - Control Materials-Subsection 6.5.1 included in the Supplemental Specifications. |
| 29. 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. <i>JS</i> | N/A |
| 30. Publicly-Owned Equipment | 23 CFR 635.106 | Do not allow | Review bid document for exclusion of the provision. <i>JS</i> | N/A |
| 31. Salvage Credits | 49 CFR 18.36 | Do not allow | Review bid document for exclusion of the provision. <i>JS</i> | N/A |

| Requirement | Reference | Local Agency Responsibilities | District Monitoring Responsibilities | Requirement Location |
|---|----------------|---|--|--|
| 32. 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. JDT | Refer to FDOT Standard Spec. 4 - Scope of Work - Section 4.3, and Spec. 5 - Control of the Work - Section 5-12 included in the Supplemental Specifications |
| 33. 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. JDT | . |
| 34. 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 JDT | N/A |
| 35. Subcontracting | 23 CFR 635.116 | FHWA 1273 requires the prime contractor to perform 30% of work on Federal-aid roadways. Develop contract language to meet the requirements. The local agency may use FDOT Standard Specification 8-1: Subletting or Assigning of Contracts for guidance. | Review bid document for inclusion of the provision that does not conflict with FHWA 1273. JDT | Refer to FDOT Standard Spec. 8 - Prosecution and Progress - Section 8-1 included in the Supplemental Specifications |
| 36. Suspension and Debarment | 49 CFR 29 | The Local Agency shall include certification in bid documents. Local Agency may use FDOT Form # 375-030-32. Local Agency will need to verify status for all contractors and subcontractors utilizing the federal and state web applications: https://www.sam.gov/portal/SAM/#1 http://www.dot.state.fl.us/construction/legal/NewSuspension.shtm | Review bid document for inclusion of provision and form. Verify low bid contractor is not excluded. JDT | FDOT Form #375-030-32 included in Supplemental Contract Requirements |
| 37. 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. JDT | Refer to ARTICLE 40 ("TERMINATION BY OWNER") of the General Conditions of the City of Pompano Beach Front End Documents (Pages 77 thru 79) |
| 38. 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. JDT | Refer to FDOT Standard Spec. 8 - Prosecution and Progress - Section 8-7.3.2. included in the Supplemental Specifications |

| Requirement | Reference | Local Agency Responsibilities | District Monitoring Responsibilities | Requirement Location |
|----------------------|-------------------|---|---|--|
| 39. Warranty Clauses | 23 CFR 635.413 | <p>Warranty provisions shall be for a specific construction product or feature. Items of maintenance are not eligible for federal projects and shall not be covered. General condition warranties for an entire project are not allowed. Transfer of product warranties is allowed.</p> <p>Warranty provisions on a NHS project must be approved by FHWA. Warranty provisions on the SHS or off the SHS must adhere to FDOT CPAM Chapter 8.</p> | Review bid document for inclusion of warranty clauses. Remove all general condition warranty clauses from PS&E Package. | Refer to ARTICLE 27 ("WARRANTY") of the General Conditions of the City of Pompano Beach Front End Documents (Pages 77 thru 69) |

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

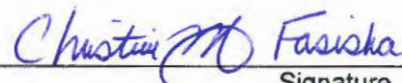

 Signature

CRA Engineer/Project Manager
 Position Title

Heracio Davonch
 Name (Printed)

11/4/14
 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.


 Signature

DA LOCAL AGENCY PROGRAM ADMINISTRATOR
 Position Title

CHRISTINE M. FASISKA
 Name (Printed)

1/12/15
 Date

LOCAL CERTIFICATION QUALIFICATION AGREEMENT AND ADMINISTRATIVE OPERATIONS
CHECKLIST

Local Agency:

Pompano Beach 432861-1

| Requirement | Regulatory References | Local Agency Responsibility | District Responsibilities | Certification Package Reference |
|-------------------------------------|--|--|--|---------------------------------|
| Local Agency Staff Qualifications | 23 CFR 635.105, LAP Manual Chapter 3, Chapter 14-75 Florida Statutes | 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://wbtd.state.fl.us/ais/localAgency/default.htm . This is required for all project managers and recommended for all staff involved in LAP. 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. Complete a sub-recipient compliance assessment (Contact Central Office for assessment tool). | Review resumes to ensure adequate experience and compliance with references. | |
| Sub-recipient Compliance Assessment | Title VI of the Civil Rights Act | Provided FDOT with a signed Title VI Assurance and Policy Statement. (samples can be obtained from Central Office). 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. | Review assessment for compliance with Title VI and document assurances | Assessment Date: 6/1/13 |
| Advertising for Bids | 23 CFR 635.112(d)(e)(f)(g)(h), 49 CFR 18.36 | 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 | Review procedures for compliance with references and Chapter 22. | |

LOCAL CERTIFICATION QUALIFICATION AGREEMENT AND ADMINISTRATIVE OPERATIONS CHECKLIST

| Requirement | Regulatory References | Local Agency Responsibility | District Responsibilities | Certification Package Reference |
|------------------------------------|-----------------------|---|---|---------------------------------|
| 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:</p> <p>(1) All proposals received must be opened and reviewed in accordance with the terms of the solicitation. The Local Agency must have procedures for the following:</p> <p>(i) The process of handling proposals and information;</p> <p>(ii) The review and evaluation of proposals;</p> <p>(iii) The submission, modification, revision and withdrawal of proposals; and</p> <p>(iv) The announcement of the successful offeror.</p> | Review Local Agency procedures, for compliance with responsibilities. | 2010 9.00 |
| 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-responsive 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> <p>Provide procedures to be used to develop contract time. May use section 1.2.7 of FDOT CPAM as guide.</p> | Review Local Agency procedures, to ensure award to lowest responsive bidder. Review criteria for bid rejection. | 2010 9.00 |
| 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 | 2010 9.00 |
| 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. | 2010 9.00 |

**LOCAL CERTIFICATION QUALIFICATION AGREEMENT AND ADMINISTRATIVE OPERATIONS
CHECKLIST**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

| Requirement | Regulatory References | Local Agency Responsibility | District Responsibilities | Certification Package Reference |
|--|--|--|--|---------------------------------|
| 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. | |
| Warranty clauses | 23 CFR 635.413 | Provide FDOT with procedures to be used for warranty clauses. | Review Local Agency procedures, guidelines, policies, etc. | |
| 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://wbtdot.state.fl.us/ais/LAPPProfessionalServices/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. | |
| 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. | |

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.

Alexandra Delfico
Signature

City Engineer
Position Title

Alessandra Delfico PE
Name (Printed)
January 13, 2015
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

Christine M. Fasiska
Signature

LOCAL AGENCY PROGRAM ADMINISTRATOR
Position Title

CHRISTINE M. FASISKA
Name (Printed)

1/15/15
Date

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

[Signature]
Signature

DS
Position Title

James Worde
Name (Printed)

1/16/15
Date

Arg. 28

RESOLUTION NO. 2015- 237

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF POMPANO BEACH PROVIDING FINANCIAL ASSISTANCE FOR THE IMPROVEMENTS TO DR. MARTIN LUTHER KING, JR. BOULEVARD FROM THE FLORIDA TURNPIKE TO POWERLINE ROAD (SR 845); PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That an Agreement between the State of Florida Department of Transportation and the City of Pompano Beach providing financial assistance for the improvements to Dr. Martin Luther King, Jr. Boulevard from the Florida Turnpike to Powerline Road (SR 845), a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2: That the proper City officials are hereby authorized to execute said Agreement between the State of Florida Department of Transportation and the City of Pompano Beach.

SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 24th day of March, 2015.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

TO: PG404AD@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ART05

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ART05 Contract Type: Method of Procurement:
Vendor Name: CITY OF POMPANO
Vendor ID: VF596000411044
Beginning date of this Agmt: 03/10/15
Ending date of this Agmt: 06/30/17

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 * | 768948.00 | *43286115801 | *215 | *20.205 |
| 2015 | *55150200 | | *088717/15 | | |
| 0001 | *00 * | | *0001/04 | | |

TOTAL AMOUNT: *\$ 768,948.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 03/10/2015

Lewis, Lynn

From: O'Reilly, Gerry
Sent: Monday, March 23, 2015 9:55 AM
To: D4-MC
Cc: Byron, Tom; Blanchard, Brian
Subject: Responsible Charge for Director of Transportation Development

I am in the process of filling our Director of Transportation Development position. During this period Steve Braun will be in responsible charge for the Division and have signature authority for the Director. This will be in effect until the position is filled permanently. This will be a great opportunity for Steve to see the responsibilities of the Transportation Development Director. Please coordinate with Steve on and Director related issues.

Thanks.

Gerry O'Reilly, PE
District Four Secretary
Florida Department of Transportation
Office (954) 777-4411
Cell (954) 214-1915

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM (LAP) PERFORMANCE EVALUATION

525-010-29
Production Support
OGC - 09/13

| | |
|-----------------|-----------------------------|
| District | FDOT Project Manager |
| Municipality | Local Project Manager |
| Project Name | Financial Project Number |
| LAP Agreement # | Project Amount (all phases) |

PERFORMANCE RATING SCALE

- 3 Above Satisfactory Performance**
Local Agency developed the project in accordance with applicable Federal and State regulations, standards and procedures, without District involvement/oversight.
- 2 Satisfactory Performance**
Local Agency developed the project in accordance with applicable Federal and State regulations, standards and procedures, with minimal District involvement/oversight.
- 1 Unsatisfactory Performance**
Local 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 FDOT.

COMPOSITE SCORE

2.2

Note: An overall score of 2 is considered satisfactory performance. The maximum attainable score is 3.

FDOT District LAP Administrator's Signature

Date

FDOT Program Management Administrator/Engineer's Signature

Date

Instructions:

In the score box for each item, select from the dropdown list. **COMMENTS MUST BE ENTERED FOR ALL RATINGS.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM (LAP) PERFORMANCE EVALUATION

525-010-29
Production Support
OGC - 09/13

| SECTION A (MUST BE GRADED) - OVERALL PERFORMANCE | | SCORE |
|--|------------------|------------|
| 1 The Local Agency demonstrated sufficient knowledge to complete the project in accordance with Federal and/or State requirements. | <u>Comments:</u> | 3 |
| 2 The Local Agency effectively identified and assessed problems and developed solutions before those problems caused delays. | <u>Comments:</u> | 2 |
| 3 The project was completed free of errors, omissions or failures that could jeopardize Federal or State participation. | <u>Comments:</u> | 2 |
| 4 The Local Agency used the required information system (EOC, LAPIT, etc.) for each applicable phase. | <u>Comments:</u> | 1 |
| Section A Score | | 2.0 |
| SECTION B (MUST BE GRADED) - PROJECT COST, SCOPE AND SCHEDULE | | SCORE |
| 1 The Local Agency presented a clear scope of work and followed that scope in developing the project. | <u>Comments:</u> | 3 |
| 2 The project was advertised within the agreed-upon schedule. | <u>Comments:</u> | 2 |
| 3 The project was completed within the agreed-upon schedule. | <u>Comments:</u> | 2 |
| 4 The Local Agency showed consistent, satisfactory progress in developing the project. | <u>Comments:</u> | 1 |
| Section B Score | | 2.0 |
| SECTION C (MUST BE GRADED) - COMMUNICATION AND COOPERATION | | SCORE |
| 1 The Local Agency communicated effectively with the FDOT PM in order to keep the project on budget and schedule. | <u>Comments:</u> | 3 |
| 2 The Local Agency consulted with the FDOT PM when issues affecting the scope, schedule or budget arose. | <u>Comments:</u> | 1 |
| Section C Score | | 2.0 |
| SECTION D (MUST BE GRADED) - INVOICING | | SCORE |
| 1 Invoices were submitted timely. | <u>Comments:</u> | 3 |
| 2 Invoices provided sufficient detail to support requests for payment. | <u>Comments:</u> | 2 |
| 3 Costs billed to FDOT corresponded with work accomplished as described in progress reports. | <u>Comments:</u> | 1 |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM (LAP) PERFORMANCE EVALUATION

525-010-29
Production Support
OGC - 09/13

| | |
|-----------------|-----|
| Section D Score | 2.0 |
|-----------------|-----|

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM (LAP) PERFORMANCE EVALUATION

525-010-29
Production Support
OGC - 09/13

| SECTION E - PROJECT PD&E | | SCORE |
|--|------------------|-----------|
| 1 The Local Agency followed CCNA and the Brooks Act when hiring consultants for this phase, unless the work was done with local force or by FDOT staff/consultants . | <u>Comments:</u> | 3 |
| 2 The Local Agency sought proper authorizations from the FDOT PM before performing work, procuring services or signing contracts. | <u>Comments:</u> | 3 |
| 3 The phase was performed in accordance with FDOT's approved procedures and the applicable State and Federal regulations. | <u>Comments:</u> | 3 |
| 4 The Local Agency demonstrated sufficient knowledge to complete the project in accordance with Federal and/or State Requirements. | <u>Comments:</u> | 3 |
| Section E Score | | 3.0 |
| SECTION F - PROJECT DESIGN | | SCORE |
| 1 The Local Agency followed CCNA and the Brooks Act when hiring consultants for this phase, unless the work was done with local force or by FDOT staff/consultants . | <u>Comments:</u> | N/A |
| 2 The Local Agency sought proper authorizations from the FDOT PM before performing work, procuring services or signing contracts. | <u>Comments:</u> | N/A |
| 3 The plans, specifications and estimates were developed in accordance with FDOT's approved standards and procedures. | <u>Comments:</u> | N/A |
| 4 The Local Agency demonstrated sufficient knowledge to complete the project in accordance with Federal and/or State Requirements. | <u>Comments:</u> | N/A |
| Section F Score | | Not Rated |
| SECTION G - PROJECT RIGHT OF WAY | | SCORE |
| 1 The Local Agency followed CCNA and the Brooks Act when hiring consultants for this phase, unless the work was done with local force or by FDOT staff/consultants . | <u>Comments:</u> | N/A |
| 2 The Local Agency sought proper authorizations from the FDOT PM before performing work, procuring services or signing contracts. | <u>Comments:</u> | N/A |
| 3 The plans, specifications and estimates were developed in accordance with FDOT's approved standards and procedures. | <u>Comments:</u> | N/A |
| 4 The Local Agency demonstrated sufficient knowledge to complete the project in accordance with Federal and/or State Requirements. | <u>Comments:</u> | N/A |
| Section G Score | | Not Rated |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM (LAP) PERFORMANCE EVALUATION

525-010-29
Production Support
OGC - 09/13

| SECTION H - PROJECT CONSTRUCTION / ADMINISTRATION | | SCORE |
|--|------------------|-----------|
| 1 The Lowest responsive bidder was awarded the contract, unless an alternative contracting method was used. | <u>Comments:</u> | N/A |
| 2 The Local Agency provided sufficient oversight to assure the project was completed in accordance with the plans, specifications and provisions of the construction contract. | <u>Comments:</u> | N/A |
| 3 The Local Agency's progress reports provided FDOT sufficient knowledge to follow the work progress. | <u>Comments:</u> | N/A |
| 4 The Local Agency provided proper certification the project was constructed, quantities were measured and documented, and materials tested. | <u>Comments:</u> | N/A |
| 5 Materials testing process met approved specifications. | <u>Comments:</u> | N/A |
| Section H Score | | Not Rated |
| SECTION I - PROJECT EEO CONTRACT COMPLIANCE | | SCORE |
| 1 The Local Agency advised FDOT of DBE use. | <u>Comments:</u> | N/A |
| 2 The Local Agency ensured Commercially Useful Function (CUF) FDOT of DBEs where applicable. | <u>Comments:</u> | N/A |
| 3 DBE commitments and payments were reported in the EOC as applicable. | <u>Comments:</u> | N/A |
| 4 Wage and Payrolls were processed in accordance with approved procedures. | <u>Comments:</u> | N/A |
| Section I Score | | Not Rated |
| COMPOSITE SCORE = AVERAGE OF SECTIONS (A - I) SCORES | | 2.2 |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM (LAP) PERFORMANCE EVALUATION

525-010-29
Production Support
OGC - 09/13

Comments:

1. Individual grade comments continuations
2. Overall grade