



# AGENDA ITEM REQUEST FORM

**Town Manager's Office**

Department

**Bud Bentley**

Assistant Town Manager

**Special**  
**COMMISSION MTG**  
**Meeting Dates - 7:00 PM**

**DEADLINE TO**  
**Town Clerk**

**ROUNDTABLE**  
**MEETING**  
**Meeting Dates - 7:00 PM**

**DEADLINE TO**  
**Town Clerk**

**March 8, 2011**

April 15 (5:00 pm)  
\*Subject to Change

April 12, 2011

April 1 (5:00 pm)

- |                                       |   |                                       |  |
|---------------------------------------|---|---------------------------------------|--|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports        | <input type="checkbox"/> Consent      | <input checked="" type="checkbox"/> <b>Ordinance</b> |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business                |

**SUBJECT TITLE: Resolution Authorizing the Execution of the Local Agency Program (LAP) Agreement for the Construction of the A1A North Enhancement Project.**

The attached Resolution (**Exhibit 1**) authorizes the execution of the LAP Agreement (**Exhibit A to Exhibit 1**), which sets forth the responsibilities of the Town and Florida Department of Transportation (FDOT) for the A1A North Enhancement Project. The plans have been approved by FDOT and, upon execution of the LAP Agreement and the receipt of the Notice-to-Proceed, the Town will start the bidding process for the construction project and the RFP process to select a project manager to represent the Town during construction.

FDOT provided the \$58,300 to design the project. The construction budget is \$647,100 of which \$441,700 are federal grant funds. PBS&J's February 22, 2011 cost estimate (**Exhibit 2, page 28**) for the project is \$643,438.75; but that number includes \$84,000 for the architectural element that we have requested be redesigned, which should reduce the project cost. We do not yet have the revised cost estimate. If the construction bid is below the project budget, we can use the savings to offset the Town's cost of the project manager.

Please note that the date on page 16 of the LAP Agreement to complete construction is June 30, 2013. This is the latest date to complete but our estimated schedule is:

**ESTIMATED PROJECT SCHEDULE**

- March 2011     Advertisement
- May             Bid Opening
- June 28<sup>th</sup>     Notice of Award:
- August         Notice to Proceed:
- September     Construction Start
- January 2012   Substantial Completion
- February       Full Completion

According to FDOT, this project is some 200 days behind schedule so they are adamant about moving the project forward. As you will note, there is some construction projected to occur during December and January with punch list items being completed in February. Weather or material supplies could affect this schedule and cause the schedule to slip later into the winter season. As the Commission is aware, while there is no construction



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within the travel lanes, the contractor will have a FDOT's maintenance of traffic plan (MOP) whenever they are on site working since all of the work is in the right-of-way.

Of special note are **Exhibit F** (page 20) and **Exhibit L** (page 22) to the LAP Agreement. These two exhibits set forth the Town's maintenance responsibilities for the crosswalk, hardscape and landscape installed or constructed by this project.

In **Exhibit L** the Town is agreeing:

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 time, maintain the project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Projects 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.

**Exhibit L**, paragraph 4 provides that the LAP Agreement may be terminated by either party upon 60 calendar days' written notice; however the contract goes on to say in paragraph 5 that if terminated, the Town has 60 days after termination to remove the project at the Town's expense. This is standard FDOT contract language and they will not revise it. Our concern is what the Town's obligations would be in the event of a weather event that destroyed a significant number of trees and plant materials or hardscape. We have asked FDOT for clarification and will provide that information as soon as received.

**RECOMMENDATION: We recommend approval of the attached Resolution (Exhibit 1), which authorizes the execution of the LAP Construction Agreement.**

EXHIBITS:     1. Resolution, which includes the LAP Agreement as Exhibit A.  
                  2. PBS&J project cost estimate

FISCAL IMPACT AND APPROPRIATION OF FUNDS: The construction funds are budgeted in the Capital Projects Fund. Depending on the amount of the construction contract, the Town may have to fund part or all of the Project Management Contract.

Reviewed by Town Attorney  
 Yes     No

Town Manager Initials CA

# Exhibit 1

RESOLUTION NO. \_\_\_\_\_

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3  
4       **A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-**  
5       **THE-SEA, FLORIDA, AUTHORIZING A LOCAL AGENCY**  
6       **PROGRAM AGREEMENT WITH THE STATE OF**  
7       **FLORTIDA DEPARTMENT OF TRANSPORTATION FOR**  
8       **PARTICIPATION IN THE CONSTRUCTION OF THE**  
9       **LANDSCAPING AND HARDSCAPE PROJECT LOCATED**  
10       **AT SR-A1A FROM PINE AVENUE TO TERRA MAR**  
11       **DRIVE IN THE REIMBURSABLE AMOUNT OF UP TO**  
12       **\$441,700; DIRECTING THE APPROPRIATE TOWN**  
13       **OFFICIALS TO EXECUTE THE AGREEMENT;**  
14       **PROVIDING FOR REPEAL OF ANY CONFLICTING**  
15       **RESOLUTION; PROVIDING FOR SEVERABILITY; AND**  
16       **PROVIDING AN EFFECTIVE DATE.**

17  
18       **WHEREAS**, the Town of Lauderdale-By-The-Sea has previously entered into a local  
19 agency program agreement wherein the Florida Department of Transportation (“FDOT”) agreed  
20 to provide partial funding for the design of improvements on State Road A1A; and

21       **WHEREAS**, the Town Commission finds it to be in the best interest of the community to  
22 move forward with construction of this project; and

23       **WHEREAS**, by entering into this additional local agency program agreement for  
24 construction of the project, the FDOT will agree to reimburse up to \$441,700.00 of the cost of  
25 construction of the project.

26       **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF**  
27 **THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**

28       **Section 1.** Each “WHEREAS” clause set forth is true and correct and herein  
29 incorporated by this reference.

30       **Section 2.** The Town Manager is hereby authorized to prepare and execute, on behalf  
31 of the Town, a Local Agency Program Agreement with the Florida Department of

# Exhibit 1

32 Transportation, for reimbursement in the amount of up to \$441,700.00, in the form attached  
33 hereto as Exhibit "A" with such non-material changes as may be approved by the Town Manager  
34 and Town Attorney, and such other documents necessary to implement the terms of the  
35 Agreement.

36 **Section 3.** The Town Manager and/or her designee and the Town Attorney are authorized  
37 to take all actions necessary to implement the terms and conditions of the Agreement.

38 **Section 4.** All resolutions or parts of resolution in conflict herewith are hereby repealed  
39 to the extent of such conflict.

40 **Section 5.** If any clause, section or other part of this resolution shall be held by any  
41 court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid  
42 part shall be considered as eliminated and in no way affecting the validity of the other provisions  
43 of this resolution.

44 **Section 6.** This resolution shall become effective immediately upon its passage.

45 **PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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Attest:

\_\_\_\_\_  
Town Clerk, June White  
(CORPORATE SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan L. Trevarthen, Town Attorney

\_\_\_\_\_  
Mayor Roseann Minnet

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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FPN: <u>418022-1-58-01</u>	Fund: <u>SE</u>	FLAIR Approp: _____
Federal No: <u>6905-017-U</u>	Org Code: <u>55043010404</u>	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>86</u>	Contract No: _____	Vendor No: <u>F-596002670-002</u>

Data Universal Number System (DUNS) No: 80-939-7102  
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and TOWN OF LAUDERDALE BY THE SEA hereinafter called the Agency.

**WITNESSETH:**

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

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

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in SR-A1A from Pine Avenue to Terra Mar Drive Landscaping and Hardscape Enhancement 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, E, F, L, X, & 1 are attached and made a part hereof.

**2.01 General Requirements:** The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

**Removal of Any Unbilled Funds**

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

**Removal of All Funds**

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

**2.02 Expiration of Agreement:** The Agency agrees to complete the project on or before June 30, 2013. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

**3.00 Project Cost:**

**3.01 Total Cost:** The total cost of the project is \$ 647,100.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

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

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

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

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

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

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

contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**3.06 Notice-to-Proceed:** No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

**3.07 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

**4.00 Project Estimate and Disbursement Schedule:** Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

#### **5.00 Records:**

**5.01 Establishment and Maintenance of Accounting Records:** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**5.02 Costs Incurred for Project:** The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**5.03 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

**5.04 Audit Reports:** Recipients of federal and state funds are to have audits done annually using the following criteria:

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The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

**Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

### **Audits**

**Part I - Federally Funded:** Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II - State Funded:** Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

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

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

**Part IV - Report Submission:**

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

Karen Maxon, Budget & Work Program Coordinator  
Florida Department of Transportation  
3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309
  - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

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

Karen Maxon, Budget & Work Program Coordinator  
Florida Department of Transportation  
3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

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

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Karen Maxon, Budget & Work Program Coordinator  
Florida Department of Transportation  
3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

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

Karen Maxon, Budget & Work Program Coordinator  
Florida Department of Transportation  
3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309
  - b) The Auditor General's Office at the following address:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.00 Termination or Suspension of Project:**

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

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

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

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

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

## **9.00 Contracts of Agency:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**13.12 Restrictions on Lobbying:**

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

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

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all

tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

**13.14 Vendors Rights:** Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

**13.15 Reimbursement of Federal Funds:**

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

**13.16 E- VERIFY**

The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and
2. All persons, contractors, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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

AGENCY TOWN OF LAUDERDALE BY THE SEA

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name:  
Title: Mayor

By: \_\_\_\_\_  
Name: GERRY O'REILLY  
Title: Director of Transportation Development

Attest: \_\_\_\_\_  
Title:

Attest: \_\_\_\_\_  
Title:

As to form:

Legal Review:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Office of the General Counsel

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROJECT MANAGEMENT OFFICE  
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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 418022-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Town of Lauderdale By The Sea

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Dated \_\_\_\_\_

**PROJECT LOCATION: SR-A1A**

The project  is  is not on the National Highway System.

The project  is  is not on the State Highway System.

**PROJECT DESCRIPTION:**

SR-A1A from Pine Avenue to Terra Mar Drive Landscaping and Hardscape Enhancement

**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 3/31/11. (Phase 38 LAP Agreements)
- c) Right-of-Way requirements identified and provided to the Department by N/A (All LAPS requiring RW) (District will handle all Right of Way activities on LAPS, the date would be set by the necessary timeframe to complete RW activities.)
- d) Right-of-Way to be certified prior to advertising for Construction. (All Phase 58 LAPS)
- e) Construction contract to be let by 9/30/2011. (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 6/30/2013. (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 Only** in the year 2010/2011 in the amount of **\$441,700.00**. 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**

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**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS Town of Lauderdale By The Sea 4501 Ocean Drive Lauderdale By-The-Sea, FL 33308-3610	FPN: 418022-1-58-01
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**PROJECT DESCRIPTION**

Name: SR-A1A from Pine Avenue to Terra Mar Drive Landscaping and Hardscape Enhancement Length: 1.360 Miles  
 Termini: From Pine Avenue to Terra Mar Drive

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
<b>Planning</b> 2008-2009			
2009-2010			
2010-2011			
Total Planning Cost			
<b>Project Development &amp; Environment (PD&amp;E)</b> 2008-2009			
2009-2010			
2010-2011			
Total PD&E Cost			
<b>Design</b> 2008-2009			
2009-2010			
2010-2011			
Total Design Cost			
<b>Right-of-Way</b> 2008-2009			
2009-2010			
2010-2011			
Total Right-of-Way Cost			
<b>Construction</b> 2008-2009			
2010-2011 SE	\$441,700.00		\$441,700.00
2010-2011 LF	\$205,400.00	\$205,400.00	
2010-2011			
2011-2012			
Total Construction Cost	\$647,100.00	\$205,400.00	\$441,700.00
<b>Construction Engineering and Inspection (CEI)</b> 2008-2009			
2009-2010			
2010-2011			
Total CEI Cost			
Total Construction and CEI Costs			
<b>TOTAL COST OF THE PROJECT</b>	<b>\$647,100.00</b>	<b>\$205,400.00</b>	<b>\$441,700.00</b>

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.

**FM No. (s)**  
**COUNTY.:**  
**S.R. No.:**

**418022-1-58-01**  
**Broward**  
**SR-A1A**

## **EXHIBIT E**

### **SPECIALITY SURFACING INSTALLATION**

1. Prior to acceptance by the DEPARTMENT, all lanes for each of the specialty surfacing crossings projects shall be tested for friction in accordance with ASTM E 274-06. The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed test tire (FN40R) or equivalent as specified in Table 1. Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL). All lanes receiving new installations shall again be friction tested within 60-90 days of their acceptance by the local AGENCY. The initial friction resistance of each new installation shall be at least 35 (FN40R) or equivalent as specified in Table 1. Failure to achieve this minimum resistance shall require all deficient areas be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the DEPARTMENT 'S QPL.
- The results of all friction tests and condition surveys shall be sent to the FDOT District Four Operations Warranty Coordinator at the local FDOT District Four Operations Center located at (Palm Beach Operations, 7900 Forest Hill Blvd., West Palm Beach, FL 33413 (561) 432-4966 or Broward Operations, 5548 NW 9<sup>th</sup> Avenue, Ft. Lauderdale, FL 33309 (954) 776-4300 or Treasure Coast Operations, 3601 Oleander Avenue, Fort Pierce, FL 34982 (772) 465-7396, with a cover letter either certifying that the crosswalks comply with the above stated requirements; or what remedial action will be taken to restore the friction and/or integrity of the crosswalk area.
2. When remedial action is required in accordance with the above requirements, the local AGENCY at its own expense shall complete all necessary repairs within 90 days of the date the deficiency was identified.

3. Should the local AGENCY fail to satisfactorily perform any required remedial work in accordance with this agreement, the DEPARTMENT reserves the right to replace the specialty surfacing pavement with conventional pavement and bill the local AGENCY for this cost. No more than two full specialty surfacing pavement depth repairs shall be made to an area without first resurfacing the pavement to its full depth.

Table 1: Pavement Friction Number Conversions for Test Speeds Other Than 40 mph

30 mph Test Speed FN Results	To Convert to 40 mph Results	50 mph Test Speed FN Results	To Convert to 40 mph Results
<29	Subtract 1	<26	Add 1
29 to 47	Subtract 2	26 to 42	Add 2
48 to 67	Subtract 3	43 to 60	Add 3

**FM No. (s)**  
**COUNTY:**  
**S.R. No.:**

**418022-1-5801**  
**Broward**  
**SR-A1A**

## **EXHIBIT F**

### **SPECIALTY SURFACING MAINTENANCE**

1. On a biennial basis, the area of each crosswalk in the outside traffic lane on the project shall be tested for friction resistance in accordance with ASTM E 274-06. Friction resistance shall be no less than 30 FN40R or equivalent as specified in Table 1. Failure to achieve this minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL.
2. The integrity of the specialty surfacing pavement shall be maintained throughout its life. The local AGENCY shall conduct biennial condition surveys of the specialty surfacing pavement for rutting, raveling, pot holes, delamination and cracking for the life of the adjacent pavement.
  - a. Unless the pavement adjacent to the crosswalk is also deficient in rutting, rutting depth of the specialty surfacing pavement shall not exceed 0.25". Remedial work shall include the full depth removal of the specialty surfacing payment across the full width of the lane and crosswalk.
  - b. Unless the pavement in the intersection is showing uniform raveling deficiencies, raveling, pot holes or delamination of the specialty surfacing pavement shall not exceed 0.25" in depth or more than 25 square inches in area. Remedial work shall include the patching of the specialty surfacing pavement in accordance with the manufacturer's instructions.

- c. Unless pavement adjacent in the intersection is deficient in cracking criteria, cracking width of the specialty surfacing pavement shall not exceed 1/8" for more than 10' in any lane of the crosswalk. Remedial work shall include as a minimum, the full depth removal of the specialty surfacing pavement along the complete length of the crack(s) and for the width recommended by the manufacturer.
3. The results of all friction tests and condition surveys shall be sent to the FDOT District Four Operations Warranty Coordinator at the local FDOT District Four Operations Center located at (Palm Beach Operations, 7900 Forest Hill Blvd., West Palm Beach, FL 33413 (561) 432-4966 or Broward Operations, 5548 NW 9<sup>th</sup> Avenue, Ft. Lauderdale, FL 33309 (954) 776-4300 or Treasure Coast Operations, 3601 Oleander Avenue, Fort Pierce, FL 34982 (772) 465-7396, with a cover letter either certifying that the crosswalks comply with the above stated requirements; or what remedial action will be taken to restore the friction and/or integrity of the crosswalk area.
  4. When remedial action is required in accordance with the above requirements, the local AGENCY at its own expense shall complete all necessary repairs within 90 days of the date the deficiency was identified. However, if the circumstance requires and depending on the surface conditions of the payment, this period of time may be reduced.
  5. Should the local AGENCY fail to satisfactorily perform any required remedial work in accordance with this agreement, the DEPARTMENT reserves the right to replace the patterned textured pavement with conventional pavement and bill the local AGENCY for this cost. No more than two full specialty surfacing pavement depth repairs shall be made to an area without first resurfacing the pavement to its full depth.

Table 1: Pavement Friction Number Conversions for Test Speeds Other Than 40 mph

30 mph Test Speed FN Results	To Convert to 40 mph Results	50 mph Test Speed FN Results	To Convert to 40 mph Results
<29	Subtract 1	<26	Add 1
29 to 47	Subtract 2	26 to 42	Add 2
48 to 67	Subtract 3	43 to 60	Add 3

**EXHIBIT "L"**

**LANDSCAPE MAINTENANCE AGREEMENT (LMA)**

**Paragraph 13.14** is expanded by the following:

The Department and the Agency agree as follows:

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT "L" (continued)**

**LANDSCAPE MAINTENANCE AGREEMENT (LMA)**

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

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

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

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

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

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

a) If to the Department, addressed to:

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

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

b) If to the Agency, addressed to:

Town of Lauderdale By the Sea  
100 4501 Ocean Drive  
Lauderdale By-The-Sea, FL 33308-3610

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

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

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

**EXHIBIT "X"**

**PROJECT ESTIMATE AND DISBURSEMENT SCHEDULE**

FPN: 418022-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation (Department) and Town of Lauderdale By The Sea (Agency)

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Dated \_\_\_\_\_

**SPECIAL CONSIDERATIONS BY AGENCY:**

The following paragraph replaces Section 4.00 Project Estimate and Disbursement Schedule of the Local Agency Program Agreement executed between the Department and Town of Lauderdale By The Sea

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Dated \_\_\_\_\_

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROJECT MANAGEMENT OFFICE  
08/06  
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**EXHIBIT "1"**

**SINGLE AUDIT ACT**

**Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:**

**Federal Agency:** Federal Highway Administration

**CFDA #:** 20.205 Highway Planning and Construction

**Amount:** \$441,700.00

**Compliance Requirement:**

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

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

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

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

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

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

DATE \_\_\_\_\_

AGENCY Town of Lauderdale By the Sea

FEDERAL-AID PROJECT NUMBER 6905-017-U

FIN NUMBER 418022-1-58-01

STATE JOB NUMBER \_\_\_\_\_ TIP PAGE NUMBER \_\_\_\_\_

PROJECT TITLE SR-81A from Pine Avenue to Terra Mar Drive Landscaping and Hardscape Enhancement

PROJECT TERMINI FROM: Pine Avenue TO: Terra Mar Drive

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: 2/22/11

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						
R/W						
CONST.	\$647,100.00	\$205,400.00	\$0.00	\$441,700.00	68.25	
TOTAL	\$647,100.00	\$205,400.00	\$0.00	\$441,700.00	68.25	

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)  
 Roadway Width: 40 Ft. Number of Lanes 3  
 Bridge Number(s) on Project None

DESCRIPTION OF PROPOSED WORK  New Construction  3-R  Enhancement  Congestion Mitigation  
 Landscaping & Hardscape  
 Roadway Width 40 Ft. Number of Lanes 3  
 Bridge Numbers(s) on Project None

LOCAL AGENCY CONTACT PERSON Bud Bentley	TITLE: Assistant Town Manager
MAILING ADDRESS: Town of Lauderdale By The Sea 4501 Ocean Drive Lauderdale By-The-Sea, FL 33308-3610	PHONE: 954-776-3611
AGENCY Town of Lauderdale By The Sea	ZIP CODE:: 33301

LOCATION AND DESIGN APPROVAL:  
 BY: \_\_\_\_\_  
 Approving Authority  
 TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

AGENCY: Town of Lauderdale By The Sea	PROJECT TITLE: SR-81A from Pine Avenue to Terra Mar Drive Landscaping and Hardscape Enhancement	DATE:
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ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:  
An Environmental Determination was completed and approved for the Project.

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

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

AGENCY: \_\_\_\_\_

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
(Mayor / Chairman)



# Exhibit 2

**Preliminary Cost Estimate**  
February 22, 2011

**Lauderdale By-The-Sea**

		QTY		UNIT PRICE	TOTAL PRICE	
101-1	Mobilization	1				\$39,509
102-1	Maintenance of Traffic	1				\$39,509
110-1-1	Clearing and Grubbing	0.4	AC	\$6,000.00	\$2,400	\$16,462
	Concrete Removal	1596	SY	\$8.81	\$14,062	
522-1	Concrete Sidewalk	238	SY	\$31.00	\$7,378	\$7,378
523-1-1	Patterned Pavement	495.2	SY	\$67.74	\$33,545	\$33,545
526-1-2	Architectural Pavers					\$136,912
	TYPE					
	Plaza Brick Pavers	1232.8	SY	\$65.00	\$80,132	
	Shellstone Pavers	567.8	SY	\$100.00	\$56,780	
570-1-2	Performance Turf	328	SY	\$3.00	\$984	\$984
580-1-1	Plants, Small	1	LS			\$9,895
	TYPE		SIZE			
	Aechmea blanchetiana	52	EA	\$45.00	\$2,340	
	Ficus microcarpa 'Green Island'	636	EA	\$11.25	\$7,155	
	Nephrolepis cordifolia	80	EA	\$5.00	\$400	
580-1-2	Plants, Large	1	LS			\$173,718
	TYPE		SIZE			
	Bismarckia nobilis 'silver'	11	EA	\$1,200.00	\$13,200	
	Bursera simaruba	69	EA	\$350.00	\$24,150	
	Crinum asiaticum	145	EA	\$37.50	\$5,438	
	Calophyllum brasiliense	28	EA	\$375.00	\$10,500	
	Cocos nucifera 'Green Malayan'	6	EA	\$400.00	\$2,400	
	Cocos nucifera 'Green Malayan'	7	EA	\$750.00	\$5,250	
	Cocos nucifera 'Green Malayan'	7	EA	\$900.00	\$6,300	
	Clusia rosea	8	EA	\$450.00	\$3,600	
	Coccoloba uvifera	5	EA	\$300.00	\$1,500	
	Podocarpus macrophyllus 'Maki'	15	EA	\$70.00	\$1,050	
	Quercus virginiana	49	EA	\$750.00	\$36,750	
	Sabal palmetto	10	EA	\$225.00	\$2,250	
	Senna surattensis	34	EA	\$130.00	\$4,420	
	Veitchia montgomeriana	27	EA	\$350.00	\$9,450	
	Veitchia montgomeriana	27	EA	\$600.00	\$16,200	
	Veitchia montgomeriana	26	EA	\$750.00	\$19,500	
	Zamia pumila	98	EA	\$120.00	\$11,760	
700-20-40	Sign Relocation	15	AS	\$298.95	\$4,484	\$4,484
700-20-60	Sign Removal	1	AS	\$18.87	\$19	\$19
711-11-123	Solid Stripe (12" White)	435	LF	\$1.25	\$544	\$544
721-74-1	Trash Receptacle	12	EA	\$1,500.00	\$18,000	\$18,000
721-75-1	Bench (Transit Stop)	12	EA	\$1,860.00	\$22,320	\$22,320
740-71-334	Wall Feature	187.2	LF	\$300.00	\$56,160	\$140,160
	Wall Terminus Element	12	EA	\$7,000.00	\$84,000	
<b>TOTAL</b>						<b>\$643,438.75</b>

\*The estimated costs indicated above are intended as PBS&J's opinion of a reasonable costs to complete the scope of this project at the time of estimate. It is possible that bid unit prices for this project could be much higher or lower depending on the contractor's valuation of the item within the context of the total project.