

Meeting Date: January 13, 2015

Agenda Item 19

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

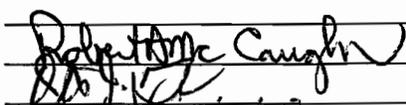
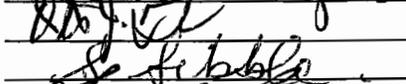
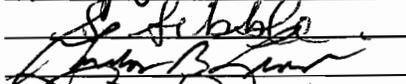
SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUPPLEMENTAL PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN/CONSTRUCTION OF TAXIWAY DELTA RELOCATION; PROVIDING AN EFFECTIVE DATE. (NO COST TO THE CITY)

SUMMARY OF PURPOSE AND WHY:

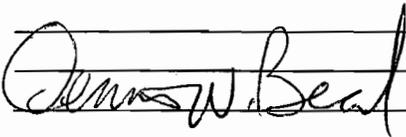
Staff is requesting and recommending Commission approval to accept supplemental grant funding in the amount of \$62,825 from the Florida Department of Transportation towards Design/Construction of Taxiway Delta Relocation at the Air Park. The City has previously been awarded \$174,080 in FY 2014 for the Taxiway Delta design. After negotiating a scope of work and fee schedule with our consultant (Kimley Horn) it was determined that additional funding would be necessary. The supplemental funding will allow the City to move forward with the FAA approved master plan taxiway Delta relocation project to enhance safety which includes designing plans and specifications of all pavement sections, associated storm water drainage, airfield electrical circuitry and signage upgrades for energy efficiency.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan/ Steve Rocco Ext 4097 / 4129
- (3) Expiration of contract, if applicable: December 31, 2015
- (4) Fiscal impact and source of funding: No cost to the City

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	12/11/14	APPROVE	
General Services	12/12/14	APPROVE	
Finance	12/30/14	APPROVE	
City Attorney	12/30/14	APPROVE	
Budget	12-30-14	APPROVE	

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2015-308

December 4, 2014

TO: Steven Rocco, Air Park Manager

FROM: Gordon B. Linn, City Attorney

RE: Resolution – FDOT Supplemental Joint Participation Agreement
Design/Construction of Taxiway Delta Relocation

As requested in your memorandum dated November 24, 2014, Air Park Memorandum No. 2015-0003, the above-referenced Resolution is attached and captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUPPLEMENTAL PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN/CONSTRUCTION OF TAXIWAY DELTA RELOCATION; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.

GORDON B. LINN

GBL/jrm
l:cor/airpark/2015-308

Attachment

RESOLUTION NO. 2015-_____

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 SUPPLEMENTAL PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN/CONSTRUCTION OF TAXIWAY DELTA RELOCATION; 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 City of Pompano Beach and the State of Florida Department of Transportation, 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 City of Pompano Beach and the State of Florida Department of Transportation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 1

Financial Project No.: <u>433476-1-94-01</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO</u> Function: <u>637</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u>	FLAIR Approp.: <u>088719</u> FLAIR Obj.: <u>750004</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF596000411033</u>
Contract No.: <u>AR917</u> CFDA Number: _____	CSFA Number: <u>55.004</u>	

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 referred to as the Department, and City of Pompano Beach
1001 Northeast 10th Street Pompano Beach, FL 33060
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 4 th day of December, 2013
entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended
hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
"A" for a total Department Share of \$ 236,905.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended
and supplemented as follows:

1.00 Project Description: The project description is amended

Design/Construct Taxiway D (Relocate) and Construct S and T

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased decreased by \$ 78,532.00
bringing the revised total cost of the project to \$ 296,132.00

Paragraph 4.00 of said Agreement is increased decreased by \$ 62,825.00
bringing the Department's revised total cost of the project to \$ 236,905.00

3.00 Amended Exhibits:

Exhibit(s) B & D of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement 12/31/2015.

5.00 E-Verify:

Vendors/Contractors:

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 the Vendor/Contractor 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.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and MARY L. CHAMBERS, as 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:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Financial Project No. 433476-1-94-01

Contract No. AR917

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated 12/4/2013
and any subsequent supplements shall remain in full force and effect.

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

AGENCY

FDOT

City of Pompano Beach

See attached Encumbrance Form for date of Funding
Approval by Comptroller

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION
Gerry O'Reilly

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

Director of Transportation Development

TITLE

Financial Project No. 433476-1-94-01

Contract No. AR917

Agreement Date _____

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between

the State of Florida, Department of Transportation and City of Pompano Beach

1001 Northeast 10th Street Pompano Beach, FL 33060

dated _____

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Additional design funds needed due to updated construction estimated and addition of Master Electrical plan update.

		As Approved	As Amended	Net Change
I.	Project Cost	\$217,600.00	\$296,132.00	\$78,532.00
II.	Fund	DPTO	DPTO	DPTO
	Department:	\$174,080.00	\$236,905.00	\$62,825.00
	Agency:	\$43,520.00	\$59,227.00	\$15,707.00
	Federal:	\$0.00	\$0.00	\$0.00
	Total Project Cost	\$217,600.00	\$296,132.00	\$78,532.00

Comments:

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	Amount
2014	\$ 174,080.00
2015	\$62,825.00

EXHIBIT "A"
SCOPE AND FEE

**Professional Engineering and Related Services to
Relocation of Taxiway Delta
5-21-2014**

This Work Authorization, when executed, shall authorize Kimley-Horn and Associates, Inc. ("KHA" or "CONSULTANT") to perform planning, engineering design, permitting and environmental services for the relocation of Taxiway Delta at the Pompano Beach Airpark for the City of Pompano Beach (CITY).

PROJECT DESCRIPTION

The relocation of Taxiway Delta at Pompano Beach Airpark (PMP) is needed due to the current separation of the taxiway to the parallel Runway 15-33. The existing centerline-to-centerline separation is far greater than the required separation of 240 feet. The current taxiway layout does not permit a full length parallel taxi. Demolishing and realigning the taxiway to 240 feet separation will create a full length parallel taxiway for Runway 15-33. Two taxiway connectors will be provided and a portion of future Taxiway Quebec will be built in accordance with the Master Plan. As a bid alternate, Taxiway Mike will be relocated to 240 feet offset from Runway 6-24 between Taxiway Delta and Runway 15-33. Taxiway Mike is currently 200-foot centerline-to-centerline separation from Runway 6-24.

In order to accomplish the above task, this scope includes obtaining survey and geotechnical information, aviation planning, design, permitting and bid/award assistance, and Burrowing Owl and Gopher Tortoise site surveys.

SCOPE OF WORK

The scope of work identifies the level of effort that will be performed by KHA in planning and designing the project. The services to be provided by KHA for the CITY under this task order will consist of the following tasks:

- Task 1 - Burrowing Owl and Gopher Tortoise Site Surveys
- Task 2 - Pre-Design Field Surveying and Mapping
- Task 3 - Pre-Design Geotechnical Evaluation
- Task 4 - Conceptual Design Phase (30% Plans)
- Task 5 - Preliminary Design Phase (60% Plans)
- Task 6 - Design Development Phase (90% Plans)
- Task 7 - Construction Document Preparation Phase (Final Plans)
- Task 8 - Bidding Assistance Phase
- Task 9 - Permitting Assistance

A detailed description of the above tasks follows:

TASK 1- BURROWING OWL AND GOPHER TORTOISE SITE SURVEYS

In accordance with the Florida Fish and Wildlife Conservation Commission's (FWC) Gopher Tortoise Permitting Guidelines dated April 2008 (revised April 2009), KHA will perform a 100 % survey of the project site. Belt transects will be 33 feet in width as recommended by the FWC in open habitat. These transects will be marked in the field and burrows will be flagged, activity status noted and located with Global Positioning System (GPS).

It is assumed that gopher tortoises will be relocated offsite. KHA will research potential relocation sites. An Opinion of Probable Mitigation Contribution cost based on FWC's current criteria will be made and provided to the client.

Within 30 days of the 100% survey, KHA will prepare an offsite relocation permit application including required graphics (Land use map, Soils map, Aerial, Transect map and Burrow location map) based on the results of the survey. KHA will attend one (1) field meeting with FWC and will respond to one (1) request for additional information from the FWC, if applicable. Application fees will be provided by the Client.

In addition, in accordance with the FWC's Burrowing Owl Nest Protection Guidelines and Procedures in Urban Areas, a survey for the Florida burrowing owl will be performed to locate burrowing owl nests. This survey will be done simultaneously with the gopher tortoise survey. Burrows will be located with GPS and activity status will be noted. The results of the survey will be summarized in a brief memorandum.

FWC rule 68A-9.012 – Take of Wildlife on Airport Property, states that wildlife burrows (except gopher tortoises) within the safety area may be removed without a permit from the state. Therefore, no permit will be required for the removal of burrowing owl burrows.

TASK 2 – PRE-DESIGN FIELD SURVEYING AND MAPPING

This task will provide up-to-date field mapping of the proposed project area. Field survey will be performed to develop base mapping for the project and for establishing pavement profiles and transverse slopes.

Specific tasks consist of:

- 3.1 Establish a base line along the new Taxiway Delta alignment (240' southwest and parallel to Runway 15-33). Identify and establish equation stations for intersecting pavements including both runways and taxiways.
- 3.2 Develop a 25' grid of cross sections for the entire length of the proposed taxiway extending from the intersection with Taxiway Bravo to the intersection with Runway 10-28. In addition, provide elevations 17.5' offset left and right of proposed taxiway centerline. Elevation shall be taken on grid points, edges of pavements, ground shots at edges of pavements, and at all grade breaks. In locations where swales are present or other significant geographic feature would alter earthwork computations, increase the density of points to document the changes.
- 3.3 Locate all pavement markings.
- 3.4 Locate all taxiway/aircraft apron edge lights including type of light (base or stake mounted).
- 3.5 Locate all signs, including sign message, including description of type of sign and any concrete sign base/footer.

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- 3.6 Locate (if present) upper and lower end, including invert elevations and pipe material and size of all culverts and storm drains passing through the limits of survey. Locate all structures within the limits of survey including top and invert elevations, and invert elevation of connecting pipes. Invert elevation at both ends and lengths of pipes extending outside the limits of survey shall also be determined.
 - 3.7 Establish control points outside the area of construction for monumentation. Five (5) permanent control points with bench mark elevations should be established for contractor use during construction.
 - 3.8 Provide AutoCAD files of all information and six (6) copies of signed and sealed surveys upon completion of all work. Version 2013 is preferred, but any version 2007 and newer is acceptable.
 - 3.9 Locate in the field soil boring and other geotechnical test points for use by the Geotechnical consultant. Test locations will be provided. Assume 10 locations and an effort will be made to have surveying and geotechnical work performed during the same period of time.

All surveying services shall conform to the applicable requirements of Rule 5J-17 of the Florida Administrative Code. All survey data should be referenced horizontally to the North American Datum of 1983 with the National Spatial Reference System adjustment of 2007 applied (NAD83/NSRS2007). Elevation information shall be referenced to the North American Vertical Datum of 1988 (NAVD 88) based on National Geodetic Survey (NGS) control points located at the Airpark.

TASK 3 – PRE-DESIGN GEOTECHNICAL EVALUATION

This task will provide geotechnical information of the existing Taxiway Delta (i.e. pavement thickness for demolition purposes) as well as the proposed taxiway alignment. Geotechnical data will be used to perform an asphaltic pavement design and verify suitability of existing materials.

The following services will be provided:

- 3.1 Sixteen (16) Standard Penetration Test (SPT) borings to a depth of 10 feet below existing grade along the proposed taxiway alignment. Boring profiles will be provided with descriptions and depths of materials, classification, and SPT values. These locations will be marked in the field by the project surveyor.
- 3.2 Four (4) pavement cores to a depth of approximately 12 inches below existing pavement grade (asphalt surface and limerock base course) to determine the existing asphalt and limerock thicknesses. Provide photos of cores with ruler or other tool for reference. These locations will be marked in the field by the project surveyor. Asphalt thickness is estimated to be 2”.
- 3.3 Five (5) laboratory CBR tests to verify subgrade CBR values. Material for the CBR tests will be collected from material at 12” below existing grade in the locations identified on the attached exhibit. Equivalent LBR values will be provided in the report. These locations will be marked in the field by the project surveyor.
- 3.4 Laboratory testing on each of the SPT borings taken including classification using the Unified Soil Classification System, grain size analysis, soil hydraulic conductivity (3 tests per SFWMD requirements), Atterberg limits, standard proctor, and organics content.
- 3.5 Documentation of the ground water table at the time of testing and estimated seasonal high water table elevations.

TASK 4 – CONCEPTUAL DESIGN PHASE (30% PLANS)

This phase consists of the fieldwork, functional layouts, and preliminary plan development to achieve approximately 30% design completion for the project. Specific tasks consist of the following:

- 4.1 Construction phasing and schedule
 - a. Meet with the CITY to fully define project elements, phasing requirements, and project issues.
 - b. Prepare a preliminary design schedule.
 - c. Develop project phasing based on anticipated controlling factors.
 - d. Develop construction sequence lengths.
 - e. Identify contractor staging areas(s), haul routes, access gates(s), working hours, and closures.
 - f. Meet with the CITY to fully define project elements, phasing requirements, and project issues.
- 4.2 Stakeholder Meeting. The CONSULTANT will participate in one (1) meetings with airport stakeholders and present the Construction Phasing to those stakeholders. The main purpose of the meetings will be to receive input from the stakeholders on the impact of the construction phasing on airport operations and to explore possible options to minimize negative impacts. The CONSULTANT will facilitate the meetings, record meeting minutes and prepare one set of exhibits for use at both meetings. The exhibits will be in the form of presentation boards outlining the phasing options. CITY shall compile stakeholder list, invite stakeholders to the meetings and provide meeting space. Upon completion of the stakeholder meetings, the CONSULTANT will meet with the City to review the results and will, with the direct input of the CITY, accept the original phasing or make adjustments to the plan.
- 4.3 Prepare base maps for the project.
- 4.4 Prepare conceptual typical section based on the geotechnical testing results.
- 4.5 Prepare a taxiway-grading concept, assuming that profile and transverse slope corrections may be necessary.
- 4.6 Prepare conceptual project layout plans.
- 4.7 Prepare a project safety plan showing contractor access, haul routes, and contractor staging areas.
- 4.8 Prepare conceptual maintenance of traffic plans.
- 4.9 Prepare conceptual electrical plans.
- 4.10 Prepare a draft outline of the Engineering Report.
- 4.11 Prepare a draft outline of technical specifications for this project.
- 4.12 Prepare an opinion of probable construction cost based on the 30% plans.
- 4.13 Conduct one (1) design review and coordination meeting with the City.
- 4.14 Review and respond to concept coordination review meeting issues.

Deliverables:

- *Construction phasing technical memorandum*
- *Stakeholder meeting exhibits and minutes*
- *Up to five (5) sets of construction plans (11" x 17") or PDF files as required at approximately 30% completion*
- *Technical specification outline*
- *Draft outline of Engineering Report*
- *Opinion of probable construction cost based on the 30% construction plans*

TASK 5- PRELIMINARY DESIGN PHASE (60% PLANS)

During this phase, KHA will continue design and construction plans to a 60% completion that consists of construction drawings, technical specifications, and engineering report. Drawings will be in AutoCAD. Technical specifications, the engineering report, and other written documents will be in Microsoft Word. Designs will be in accordance with FAA Regulations, and Advisory Circulars, and will conform to FDOT guidelines. The engineering report will conform to the FAA format. Task in this phase will consist of the following:

- 5.1 Prepare taxiway and connecting taxiway profiles.
- 5.2 Develop proposed cross sections for the pavements and slopes for tie-in to existing grade.
- 5.3 Finalize limits of pavement rehabilitation.
- 5.4 Prepare preliminary pavement marking plans.
- 5.5 Prepare preliminary opinion of probable construction cost.
- 5.6 Prepare preliminary construction safety plans with details and notes.
- 5.7 Develop construction plans to 60% completion.
- 5.8 Prepare a draft Engineering Report.
- 5.9 Prepare draft technical specifications.
- 5.10 Provide Quality Control review of the services being provided.
- 5.11 Submit plans, bid documents, engineering report, and opinion of probable construction cost to the CITY for review and comment.
- 5.12 Conduct one (1) design review and coordination review meeting with the CITY.
- 5.13 Review and respond to issues raised at the preliminary design meeting.

Deliverables:

- *Five (5) sets of construction plans (11" x 17") or PDF files as required at approximately 60% completion*
- *Technical Specifications- Five (5) sets*
- *Engineering Report- Five (5) copies*
- *Opinion of Probable Construction Cost- Five (5) copies*

TASK 6 – DESIGN DEVELOPMENT PHASE (90% PLANS)

During this phase, KHA will complete designs and contract documents to 90% completion. This includes construction documents, technical specifications, and an opinion of probable cost. Tasks in this phase will consist of the following:

- 6.1 Finalize the project layout plans.
- 6.2 Finalize the paving, grading and drainage plans.
- 6.3 Finalize the typical pavement sections and details.
- 6.4 Finalize phasing plans and notes.
- 6.5 Finalize construction safety plans with details and notes.
- 6.6 Develop pavement marking plans.
- 6.7 Finalize electrical plans.
- 6.8 Conduct a plan-in-hand field review of the construction plans.
- 6.9 Prepare a 90% opinion of probable cost.
- 6.10 Update the technical specifications, incorporate review comments previously received.
- 6.11 Prepare an estimate of construction time to be incorporated into the bid documents.

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- 6.12 Update the engineering report, incorporate review comments previously received.
 - 6.13 Provide Quality Control review of the services being provided.
 - 6.14 Conduct one (1) design review and coordination meeting with the CITY.
 - 6.15 Respond to issues received in the design review meeting.

The anticipated sheets to be included in the construction drawings are as follows:

<u>Sheet No.</u>	<u>Sheet Title</u>
1	Cover Sheet/Location Plan/Vicinity Map
2	Sheet Index/Symbols and Abbreviations
3	Sheet Layout Plan
4	Safety Plan
5	Contractor Staging, Storage and Haul Route Plan
6	Wellfield Protection Plan
7	Gopher Tortoise Relocation Plan
8.	Burrowing Owl Relocation Plan
9	Overall Phasing Plan
10-13	Individual Phasing Plans
14	Survey Control Plan
15	Geotechnical Plan and Log
16	Stormwater Pollution Prevention Plan
17	Maintenance of Traffic Details
18-21	Maintenance of Traffic Plans
22-24	Existing Conditions / Demolition Plans
25-28	Geometry and Paving Plans
29-32	Grading and Drainage Plans
33-34	Taxiway Delta Profiles
35	Connecting Taxiway Profiles
36-39	Airfield Signage and Pavement Markings Plan
40	Pavement Marking Details
41	Airfield Signage Schedule
42-43	Typical Sections and Details
44-45	Storm Drainage Profiles
46	Cross Section Layout Plan
47-55	Taxiway Cross-sections
56-58	Electrical Notes and Details
59-62	Electrical Demolition Plan
63-66	Lighting Layout Plan
67-70	Lighting Circuitry Plans
71-73	Lighting Details
74-77	Vault Modification Plans

Deliverables

- *Five (5) sets of construction plans or PDF files as required at approximately 90% completion (11" x 17")*
- *Technical Specifications- Five (5) sets*
- *Engineering Report- Five (5) copies*
- *Opinion of probable construction cost – Five (5) copies*

TASK 7- CONSTRUCTION DOCUMENT PREPARATION PHASE (FINAL PLANS)

KHA will complete designs and contract documents that consist of construction drawings, technical specification, and engineering report. Drawings will be in AutoCAD format. Technical specifications, the engineering report, and other written documents will be in Microsoft Word. Design will be in accordance with FAA Regulations and Advisory Circulars, and based on FDOT guidelines. The engineering report will conform to the FAA format. Task in this phase will consist of the following:

- 7.1 Finalize design drawings.
- 7.2 Finalize technical specifications.
- 7.3 Finalize engineering report.
- 7.4 Develop bid forms with final quantities.
- 7.5 Prepare supplemental provisions.
- 7.6 Prepare FAA airspace checklist.
- 7.7 Prepare a Construction Safety and Phasing Plan (CSPP)

In addition, an Airfield Master Electrical Plan will be prepared summarizing recently completed projects as well as areas not affected by recent construction projects. This effort will include on-site verification of each airfield electrical circuit.

Deliverables:

- *Provide plans, construction documents, and certifications for the CITY to submit to the FAA and FDOT for approval and authorization to advertise for bids.*
- *Plan sets (11" x 17") - Five (5) sets or PDF files as required*
- *Plan set (electronic, including plot files)- One set*
- *Bid Documents (electronic)- One Set*
- *Final Engineering Report- Five (5) copies*
- *Opinion of Probable Construction Cost- Five (5) copies*
- *FAA Airspace Checklist- One (1) copy*
- *Airfield Master Electrical Plan*

TASK 8 – BIDDING ASSISTANCE PHASE

It is anticipated this will be a publicly advertised project. KHA will assist the client during the bidding phase by performing the following services.

- 8.1 Incorporate final comments into completed documents.
- 8.2 Assemble and forward construction documents and technical specifications to the CITY in support of the bid process.
- 8.3 Prepare for and attend one (1) pre-bid conference.
- 8.4 Prepare meeting minutes from the pre-bid conference.
- 8.5 Respond in writing to reasonable Contractor questions.
- 8.6 Prepare addenda if necessary.
- 8.7 Review the qualifications of the low bidder and provide written report to CITY.

Deliverables

- *Provide one (1) set of original construction plans to the City for reproduction of bid documents*
- *Provide one (1) set of original technical specifications to the City for reproduction of bid documents*
- *Provide one (1) set of original bid forms to the City for reproduction of bid documents*
- *Pre-bid conference meeting minutes*
- *Award recommendation report*

TASK 9 - PERMITTING ASSISTANCE

KHA will coordinate applications for the following anticipated permits:

- City of Pompano Beach Mechanical and Electrical Building Permits for the modifications to the electrical vault.

While the project is located within Zone 3 of the Pompano Beach wellfield, a license is not anticipated. This is based on the conversations with Broward County regarding the Runway 15-33 project. Coordination with Broward County will be required and wellfield protection language will be required within the contract documents.

With the relocation of the Taxiway, the following surface water permits are anticipated:

- Surface Water Management License- Broward County
- Environmental Resources Permit- Broward County on behalf of South Florida Water Management District (SFWMD).

KHA will prepare the permit applications and supporting data in support of the stormwater permits, obtain necessary CITY (Owner) signatures and submit on behalf of the CITY. KHA will respond to reasonable requests for information in support of obtaining these permits. If the permit agencies require off-site mitigation or unusual data gathering, these services are not included in this scope. Examples of these services include, but are not limited to

- Offsite tree mitigation
- Relocation of Potable Water wells
- Ground water testing and evaluation
- Large modifications to the Master Drainage Plan for the Airpark

SUPPORT TO BE PROVIDED BY THE CITY

The following is a summary of the support needed from the CITY to complete this project:

1. Pay necessary utility or permitting fees.
2. Assist with location of utilities.
3. Consolidate and provide review comments.
4. Incorporation of information into "Front End" documents for bidding.

COMPENSATION

KHA will accomplish the services outlined in this Scope of Services for the lump sum fee of \$296,132.00. Billings will be monthly based on the progress of the Tasks.

The following task items represent a breakdown of the lump sum fee amount for reference:

<i>Task 1- Burrowing Owl and Gopher Tortoise Site Surveys</i>		<u>KHA</u>	
			\$7,000.00
<i>Task 2- Pre-Design Field Surveying and Mapping</i>		<u>AWN</u>	<u>KHA</u>
2.1 Baseline & Centerline:		\$ 2,100.00	
2.2 Cross-Sections:		\$17,800.00	
2.3 Pavement Markings:		\$ 2,600.00	
2.4 Airfield Lighting:		\$ 2,500.00	
2.5 Airfield Signs:		\$ 2,500.00	
2.6 Drainage Survey:		\$ 1,900.00	
2.7 Control Points:		\$ 1,700.00	
2.8 Final Survey Drawings:		\$ 4,400.00	
2.9 Soil Borings:		\$ 1,000.00	
KHA coordination and quality control (QC)			\$ 2,000.00
	Sub-total	\$36,500.00	\$ 2,000.00
<i>Task 3- Pre-Design Geotechnical Services</i>		<u>TIERRA</u>	<u>KHA</u>
Testing and Reporting		\$ 15,532.00	
KHA coordination and QC			\$ 2,000.00
	Sub-total	\$ 15,532.00	\$ 2,000.00
<i>Task 4- Conceptual Design Phase (30% Plans)</i>			\$ 55,200.00
<i>Task 5- Preliminary Design Phase (60% Plans)</i>			\$ 50,500.00
<i>Task 6- Design Development Phase (90% Plans)</i>			\$ 27,000.00
<i>Task 7- Construction Document Preparation (100% Plans)</i>			\$ 9,000.00
<i>Task 8- Bidding Assistance Phase</i>			\$ 7,900.00
<i>Task 9- Permitting Assistance</i>			\$ 20,200.00
	Sub-total		\$169,800.00
<i>Sub-Consultant - Electrical Design</i>		<u>HILLERS</u>	
<i>Airfield Master Electrical Plan</i>		\$ 41,300.00	
		\$ 22,000.00	
SUB-CONSULTANTS	LUMP SUM TOTAL	\$ 115,332.00	
KIMLEY-HORN	LUMP SUM TOTAL		\$180,800.00
	GRAND TOTAL	\$296,132.00	

SCHEDULE

KHA will provide the Pre-Design Field Surveying and Mapping, and Geotechnical Evaluation Services within 45 days of the Notice to Proceed. Once survey and geotechnical information is provided the anticipated schedule of activities will be discussed and mutually agreed to with input from the FAA and FDOT regarding funding opportunities.

SERVICES NOT PROVIDED

Services not included in this scope of work include Construction Phase Services.

"ENGINEER"

Witnesses:

Kimley-Horn and Associates, Inc.

By: _____
Signature

Print Name _____

Print Name _____

Title: _____

Printed Name _____

(SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2014 by _____, as _____ of Kimley-Horn and Associates, Inc., who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2014 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, 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:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



HILLERS ELECTRICAL ENGINEERING, INC.

May 20, 2014

Kimley-Horn and Associates, Inc.
Mr. Michael Carey, P.E.
600 N. Pine Island Road
Plantation, Florida 33324

Subject: Electrical Engineering Services Fee Proposal for the City of Pompano Beach Municipal Air Park (City) for the complete New Taxiway "D" electrical, lighting, signage systems and Modifications to Existing Airfield Lighting Circuits and FAA Duct Bank & Cabling Systems and the Airfield Master Electrical Circuitry Plan.

Dear Mike:

Hillers Electrical Engineering, Inc. (HEE) is pleased to provide Kimley-Horn & Associates (KH) an electrical engineering services fee proposal for the City of Pompano Beach Municipal Air Park (City) New Taxiway "D" Project and the Airfield Master Electrical Circuitry Plan.

- Includes all City, FAA and KH design coordination meetings.
- Includes as-build reviews & field verifications and assessment of existing conditions.
- Includes all electrical calculations.
- Includes airfield lighting electrical plans reflecting all cable & conduit systems, runway, taxiway elevated LED edge & flush mounted lighting, new (LED) signage & relocation of existing airfield signage systems installations & modifications.
- Includes replacement / relocation / modification to existing airfield electrical duct bank, conduits systems, new junction plazas, electrical systems with details installation layouts & details.
- Includes modifications to existing airfield electrical vault related to the TW "D" new CCR regulator, electrical power & control equipment / system.
- Includes new 277/480V distribution panel board and 120 /208V panel board and modifications to electrical circuits.
- KH shall provide all base drawings to HEE on AutoCAD 2013.
- HEE shall provide electrical design documents to KH 1- electronic set for 30%, 60%, 90%, 100% reviews, permits, bid, construction phases.
- HEE shall provide all FAA specifications electrical bid line items and cost estimates.
- KH shall provide all printing of Plans & Specifications for reviews, Bid phases, permits and construction phases to the City.
- Provide bid & award services per Bid Package
- Does not include Construction Services.

Airfield Master Electrical Circuitry Plan

- Includes all current City & FAA Record Drawings reviews.

Michael Carey, P.E.

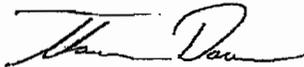
Scope & Fee for PMP Taxiway "D" Electrical, Lighting, Signage Design and the Airfield Master Electrical Circuitry Plan.

- Includes on-site verifications for each Airfield Electrical Circuit for all runways, taxiways, REIL's, PAPI's, Wind Socks, Airfield Lighting Control and FAA duct bank / cable systems.
- Includes each City airfield circuit cabling being identified on Master Site Plan in a specific color riser diagram reflecting the complete routing for each circuit through airfield equipment, duct banks, manholes, airfield electrical vault and City /FAA ATC Building. (Will not reflect FAA NAVAID Systems integral wiring systems)
- Includes complete airfield FAA / City electrical & cabling in duct bank & manhole systems.
- Master Electrical Plan shall be completed per City criteria and City / FAA reviews.
- KHA shall provide all airfield base plans to HEE.
- The HEE field verifications shall be completed with the assistance of the City Electrical Maintenance Department and FAA to insure the accuracy of the Airfield Master Electrical Circuit Plan / City/ FAA duct bank & manhole systems.
- Includes Airfield Master Plans 90% & 100% reviews by DOA & FAA.
- HEE shall provide Master Airfield Plans KHA on AutoCAD 13.
- KHA shall provide final Master Plans on AutoCAD 13 to City.

Our proposed lump sum fee for Taxiway "D" electrical design is: \$ 41,300.

Our proposed lump sum fee for the Airfield Master Electrical Plan is: \$ 22,000.

Sincerely,



Thomas Doran, Vice-President



AWN Design & Consulting Group, Inc.
Surveyors & Mappers

227 Goolsby Boulevard
Deerfield Beach, FL 33442
Phone: (954) 481-8682 E-Mail: s_watts@bellsouth.net

April 17, 2014

Mr. L. Michael Carey, P.E.
Kimley-Horn & Associates, Inc.
600 N. Pine Island Road, Suite 450
Plantation, FL 33324

Dear Michael:

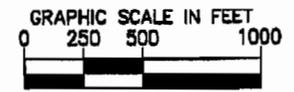
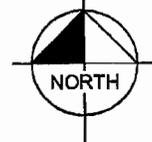
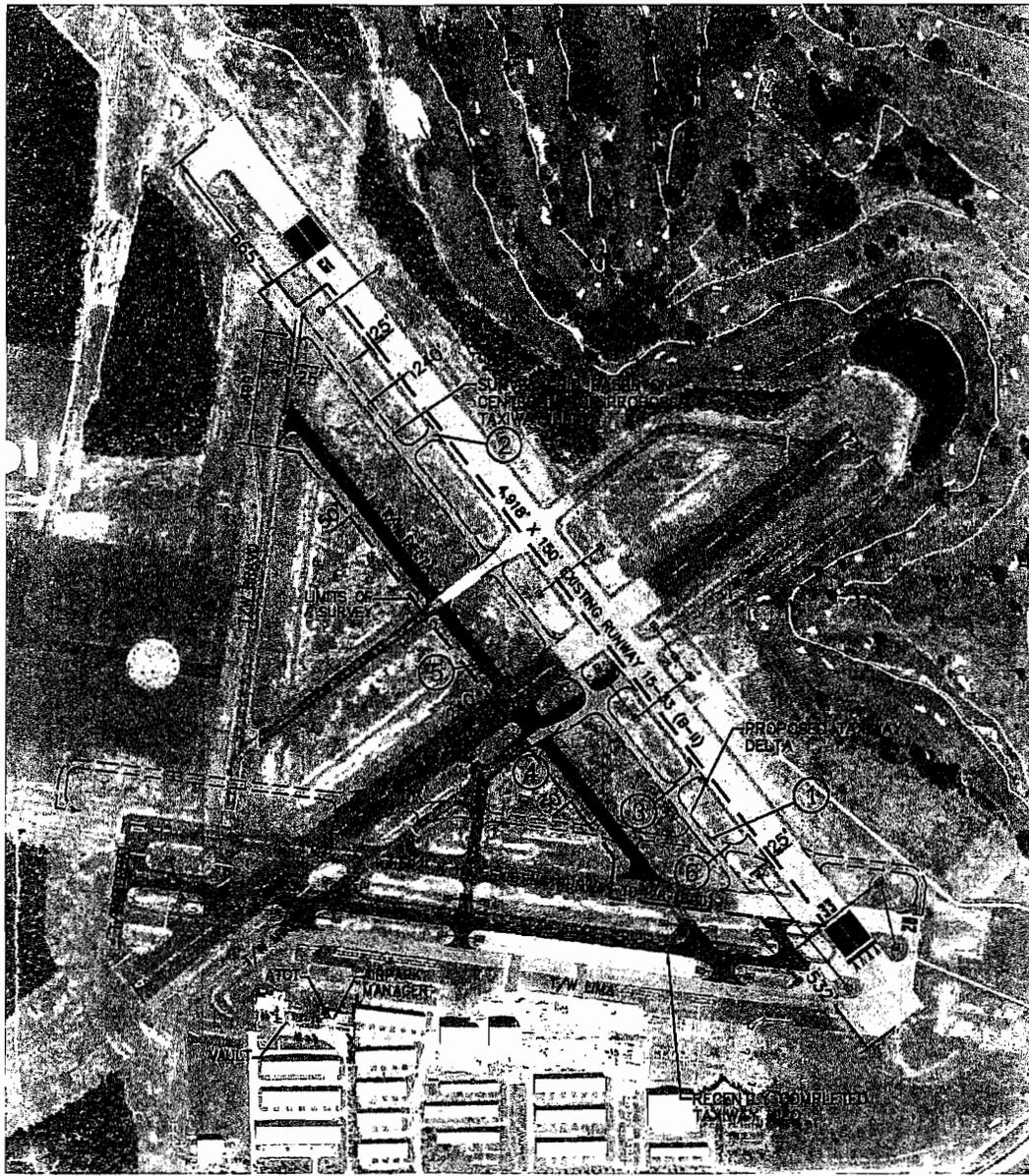
**PROPOSAL FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES
RELOCATE/REPLACE TAXIWAY DELTA - POMPANO BEACH AIRPARK**

Per your request, AWN Design & Consulting Group, Inc. (AWN) is pleased to offer this proposal for professional surveying and mapping services for the above referenced project. Based on the "Survey Limits Exhibit" and survey specifications as provided by Kimley-Horn & Associates, Inc. (KH), together with the your identified Scope of Services (duplicated below), we propose the following schedule and fee to complete the tasks as required.

Surveying and Mapping Tasks:

1. Establish a base line along the new Taxiway Delta alignment (240' southwest and parallel to Runway 15-33). Identify and establish equation stations for intersection pavements including both runways and taxiways.
2. Develop a 25' grid of cross sections for the entire length of the proposed taxiway extending from the intersection of Taxiway Bravo to the intersection with Runway 10-28, as shown on the "Survey Limits Exhibit". In addition provided elevations 17.5 offset left and right of proposed taxiway centerline. Elevation shall be taken on grid points, edge of pavements, ground shots at edges of pavements, and at all grade breaks. In locations where swales are present or other significant geographic feature would alter earthwork computations, increase the density of points to document the changes.
3. Locate all pavement markings.
4. Locate all taxiway/aircraft apron edge lights including type of light (base or stake mounted).
5. Locate all signs, including sign message with description of type of sign and any concrete sign/base footer.
6. Locate (if present) upper and lower end, including invert elevations and pipe material and size of all culverts and storm drains passing through the limits of survey. Locate all structures within the limits of survey including top and invert elevations and invert elevation of connecting pipes. Invert elevation at both ends and lengths of pipes extending outside the limits of survey shall also be determined.
7. Establish control points outside the area of construction for monumentation. Five (5) permanent control points with bench mark elevations should be established for contractor use during construction.
8. Provide AutoCAD files of all information and six (6) copies of signed and sealed surveys upon completion of all work. Version 2013 is preferred, but any version 2007 and newer is acceptable. See Kimley-Horn Surveyor Deliverable Requirements.zip for full CADD requirements.

Plotted By: Parham, Cody Sheet: S11610a Layout: SURVEY LIMITS April 11, 2014 11:15:37am C:\McGraw-Hill\Projects\Delta Relocation\A0001\Survey Exhibit.dwg
 This document, together with the Survey Limits Exhibit, is a part of the contract documents for the project. It is to be read in conjunction with the contract documents and the Survey Limits Exhibit.



PROJECT ELEMENTS:

- ① RELOCATE TAXIWAY TO 240' FROM RUNWAY CENTERLINE AND TAXIWAY CENTERLINE
- ② CONSTRUCT TAXIWAY SIERRA
- ③ CONSTRUCT TAXIWAY TANGO
- ④ RELOCATE TAXIWAY MIKE BETWEEN RUNWAY 15/33 AND OLD TAXIWAY DELTA (ALTERNATE)
- ⑤ DEMOLISH OLD TAXIWAY DELTA
- ⑥ CONSTRUCT TAXIWAY QUEBEC

--- LIMITS OF SURVEY

McGraw-Hill and Associates, Inc. <small>100 NORTH PINE AVE. SUITE 400, PLANTATION, FL 33324 PHONE: 954-346-7000 WWW.MCGRAW-HILL.COM</small>							
<small>MEMBER PROFESSIONAL</small> ENGINEER LICENSE NO. _____ EXPIRES _____		<small>REGISTERED PROFESSIONAL</small> SURVEYOR LICENSE NO. _____ EXPIRES _____		<small>REGISTERED PROFESSIONAL</small> CIVIL ENGINEER LICENSE NO. _____ EXPIRES _____		<small>REGISTERED PROFESSIONAL</small> LAND SURVEYOR LICENSE NO. _____ EXPIRES _____	
<small>DATE</small> 4/10/2014		<small>DATE</small> 4/10/2014		<small>DATE</small> 4/10/2014		<small>DATE</small> 4/10/2014	
<small>PROJECT</small> RELOCATION OF TAXIWAY DELTA		<small>DATE</small> 4/10/2014		<small>DATE</small> 4/10/2014		<small>DATE</small> 4/10/2014	
<small>DESIGNED BY</small> LAC		<small>CHECKED BY</small> LAC		<small>DATE</small> 4/10/2014		<small>DATE</small> 4/10/2014	
<small>PROJECT</small> RELOCATION OF TAXIWAY DELTA		<small>DATE</small> 4/10/2014		<small>DATE</small> 4/10/2014		<small>DATE</small> 4/10/2014	
RELOCATION OF TAXIWAY DELTA PREPARED FOR POMPANO BEACH AIRPARK FLORIDA							
SHEET NUMBER 1							



April 14, 2014

Kimley-Horn & Associates, Inc.
5200 NW 33rd Avenue, Suite 109
Ft. Lauderdale, Florida 33309
Phone: (954) 535 5100
Fax: (954) 739 2247

Attention: Mr. Michael Carey, P.E.

Re: **Proposal for Geotechnical Services
Proposed Taxiway Delta – Relocate/Replace
Pompano Air Park
Pompano Beach, Florida
TSF Proposal No.: 1404-201**

Dear Mike:

As requested, Tierra South Florida, Inc. (TSF) is pleased to submit this proposal for the above-referenced project. The proposal is based on the information obtained from your electronic mail dated April 11, 2014, and a Site Plan indicating proposed improvements.

We understand that the improvement consist of relocating and replacing Taxiway Delta at the Pompano Air Park in Pompano Beach, Florida.

This proposal includes an outline of our proposed scope of work, an estimate of the total fees, and our anticipated schedule for completion of the work.

PROPOSED SCOPE OF WORK

All work performed by TSF will be in general accordance with Advisory Circular AC 150. As requested, we propose to drill a total of sixteen (16) Standard Penetration Test (SPT) borings to a depth of 10 feet below existing grade. Additionally, we have been requested to perform five (5) field CBR from the material collected from the upper 12 inches and four (4) pavement cores to determine the asphalt and base course thickness.

Borings and test locations will be located in the field by surveyors prior to us mobilizing to the site. Elevations at boring locations can be interpreted from topographic plans if furnished by others.

Prior to drilling at the project site, TSF will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. Therefore, we have budgeted for the use of GPR to locate utility lines in the field prior to mobilization of the drill rig. We believe that significant coordination will likely be required to perform the field operation.

Upon completion of the field exploration, laboratory testing will be performed on selected samples. A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the exploration data, laboratory data, and a discussion of the site and subsurface conditions.

ESTIMATED FEES

It is proposed that the fee for the performance of the services outlined above is determined on a unit price basis in accordance with the attached Fee Schedule and that the work be performed pursuant to TSF's General Conditions enclosed herewith and incorporated into this proposal. On the basis of the proposed quantities, it is estimated that the total fee will be approximately **\$15,532**.

Our estimate covers the work needed to present our findings and recommendations in a formal report. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

This estimated fee assumes that the site is readily accessible to our truck-mounted drilling equipment. Any bulldozer or wrecker services required to provide access pathways or mobility assistance to our truck-mounted drill rig are not included in this proposal.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated fee previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consisting with good engineering practice.

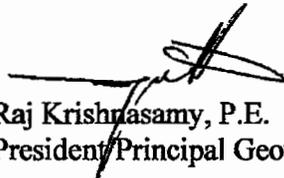
SCHEDULE AND AUTHORIZATION

TSF will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting) and fieldwork will take about four days to complete. The written report can be submitted in about two weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

We at TSF appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TIERRA SOUTH FLORIDA, INC.


Raj Krishnasamy, P.E.
President/Principal Geotechnical Engineer

Attachments: 1. Fee Estimate

AUTHORIZED BY:	INVOICE TO:
Name:	Firm:
Title:	Name:
Date:	Address:

**UNIT FEE
SCHEDULE**

	Unit	# of Units	Unit Price	Total
I. FIELD INVESTIGATION				
Mobilization of Men and Equipment	Each	1	\$ 350.00	\$ 350.00
Truck-Mounted Equipment	Each	0	\$ 712.00	\$ 0.00
Specialized ATV/Mudbug	Each	2	\$ 150.00	\$ 300.00
Support Vehicle	Each			
Standard Penetration Test Borings (By Truck-Mounted Equipment)				
Land: 0 - 50 ft depth	L.F.	160	\$ 12.50	\$ 2,000.00
Grout-Seal Boreholes (By Truck-Mounted Equipment)				
Land: 0 - 50 ft depth	L.F.	160	\$ 6.00	\$ 960.00
Casing Allowance (By Truck-Mounted Equipment)				
Land: 0 - 50 ft depth	L.F.	0	\$ 8.00	\$ 0.00
Standby/Decontamination (Drill Rig & Crew)	Hour	2	\$ 125.00	\$ 250.00
Pavement Cores	Each	4	\$ 150.00	\$ 600.00
Ground Penetrating Radar	Day	1	\$ 1500.00	\$ 1,500.00
II. LABORATORY TESTING				
Natural Moisture Content Tests	Each	4	\$ 11.00	\$ 44.00
Grain-Size Analysis - Full Gradation	Each	4	\$ 67.00	\$ 268.00
Grain-Size Analysis - Single Sieve	Each	0	\$ 40.00	\$ 0.00
Organic Content Tests	Each	2	\$ 50.00	\$ 100.00
Atterberg Limit Tests	Each	2	\$ 95.00	\$ 190.00
Liquid Limit Tests (Only)	Each	0	\$ 58.00	\$ 0.00
Plastic Limit Tests (Only)	Each	0	\$ 37.00	\$ 0.00
Field CBR	Each	5	\$ 600.00	\$ 3,000.00
Permeability Test-Falling Head	Each	3	\$ 275.00	\$ 825.00
Grain-Size with Hydrometer	Each	1	\$ 125.00	\$ 125.00
Proctor Test a) Modified	Each	2	\$ 120.00	\$ 240.00
b) Standard	Each	0	\$ 115.00	\$ 0.00
III. FIELD ENGINEERING AND TECHNICAL SERVICES				
Boring Layout/Utility & Airport Access Coordination				
Sr. Engineering Technician	Hour	20	\$ 80.00	\$ 1,600.00
IIIA. ENGINEERING AND TECHNICAL SERVICES				
Principal	Hour	4	\$ 160.00	\$ 640.00
Sr. Engineer	Hour	12	\$ 140.00	\$ 1,680.00
Draftperson	Hour	8	\$ 80.00	\$ 640.00
Administrative Assistant	Hour	4	\$ 55.00	\$ 220.00
			TOTAL	15,532.00

ENGINEER'S OPINION OF PROBABLE COST
 CONCEPTUAL SUBMITTAL
 TAXIWAY DELTA RELOCATION
 AT POMPANO BEACH AIR PARK
 MAY 2014

Item No.	Spec.	Description	Calculated Quantity	Unit	Unit Cost	Extended Total
1	AL-1	Allowance	1	LS	\$100,000.00	\$100,000.00
3	S-100-1	Mobilization (5%)	1	LS	\$118,945.00	\$118,945.00
4	S-102-1	Maintenance of Air Operations Area Traffic (5%)	1	LS	\$118,945.00	\$118,945.00
5	S-103-1	Asphalt Pavement Milling - Full Depth Removal	20,000	SY	\$2.89	\$57,800.00
6	S-103-2	Asphalt Pavement Milling - Partial Depth Removal	2,000	SY	\$3.50	\$7,000.00
7	S-105-1	Contractor's Quality Control	1	LS	\$60,000.00	\$60,000.00
8	S-106-1	Project Survey and Stakeout	1	LS	\$70,000.00	\$70,000.00
9	BO-1-1	Burrowing Owl Nest Protection	7	EA	\$600.00	\$4,200.00
11	GT-1-2	Gopher Tortoise Burrow Relocation	12	EA	\$400.00	\$4,800.00
12	P-151-1	Clearing and Grubbing - Airfield	29	AC.	\$3,500.00	\$101,500.00
13	P-152-1	Unclassified Excavation	6,400	CY	\$12.00	\$76,800.00
14	P-152-2	Unsuitable Excavation	500	CY	\$15.00	\$7,500.00
15	P-152-3	Compacted Subgrade (LBR-40)	22,000	SY	\$3.70	\$81,400.00
16	P-156-1	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	\$18,000.00	\$18,000.00
17	P-156-2	Silt Fence	6,400	LF	\$4.00	\$25,600.00
18	P-211-1	Limerock Base Course (8" thick)	21,000	SY	\$14.00	\$294,000.00
19	P-211-2	Limerock Base Course Reshaping / Recompacting	1,500	SY	\$9.00	\$13,500.00
20	P-401-1	Bituminous Surface Course	2,300	TON	\$135.00	\$310,500.00
21	P-602-1	Bituminous Prime Coat	10,300	GAL.	\$3.00	\$30,900.00
22	P-603-1	Bituminous Tack Coat	1,000	GAL.	\$3.00	\$3,000.00
23	P-620-1	Runway and Taxiway Marking (Temporary)	19,000	SF	\$0.60	\$11,400.00
24	P-620-2	Runway and Taxiway Marking	38,000	SF	\$0.75	\$28,500.00
25	P-620-3	Reflective Media	4,000	LB	\$4.75	\$19,000.00
26	P-620-4	Runway and Taxiway Marking Removal	5,000	SF	\$2.50	\$12,500.00
30	D-701-4	36" Class II Reinforced Concrete Pipe	700	LF	\$85.00	\$59,500.00
31	D-751-1	FDOT Type D Ditch Bottom Inlet	5	EA	\$4,000.00	\$20,000.00

ENGINEER'S OPINION OF PROBABLE COST
 CONCEPTUAL SUBMITTAL
 TAXIWAY DELTA RELOCATION
 AT POMPANO BEACH AIR PARK
 MAY 2014

Item No.	Spec.	Description	Calculated Quantity	Unit	Unit Cost	Extended Total
36	T-901-1	Seeding and Mulching	25	AC	\$4,000.00	\$100,000.00
37	T-904-1	Sodding (Argentine Bahia)	19,000	SY	\$3.00	\$57,000.00
38	T-905-1	Topsoiling	6,400	CY	\$8.00	\$51,200.00
39	L-108-5.1	Hand excavate minimum 8" Wide x 28" Deep in earth.	100	LF	\$5.00	\$500.00
40	L-108-5.2	Hand excavate minimum 18" Wide x 36" Deep in earth.	100	LF	\$17.00	\$1,700.00
41	L-108-5.3	Saw cut and hand excavate minimum 8" Wide x 28" Deep in existing full strength pavement.	100	LF	\$11.00	\$1,100.00
42	L-108-5.4	3/4" x 20' ground rods connected to counterpoise.	50	EA	\$180.00	\$9,000.00
43	L-108-5.5	10' additional ground rod sections.	10	EA	\$90.00	\$900.00
44	L-108-5.6	#6 bare solid AWG counterpoise conductor installed over conduit system, not parallel to edge of pavement.	5,000	LF	\$1.00	\$5,000.00
45	L-108-5.7	#6 bare solid AWG counterpoise conductor separate trench, parallel to edge of pavement.	8,000	LF	\$3.25	\$26,000.00
46	L-108-5.8	#6, 600V, XHHW, green equipment ground installed in new and existing conduit/ductbank/manhole system	15,000	LF	\$1.25	\$18,750.00
47	L-108-5.9	#8, 5KV, L-824 conductor installed in new and existing conduit/ductbank/manhole system.	20,000	LF	\$1.25	\$25,000.00
48	L-109-5.1	Provide and Install New L-829 10 KW Ferroresonant	1	EA	\$25,000.00	\$25,000.00
49	L-109-5.2	Modify Existing Airfield Electrical Vault, complete.	1	LS	\$35,000.00	\$35,000.00
50	L-110-5.1	One 2" schedule 40 PVC conduit direct buried in earth/new paved shoulder complete in place.	15,000	LF	\$6.00	\$90,000.00
51	L-110-5.2	One 2" schedule 40 PVC conduit installed in new full strength pavement complete in place.	500	LF	\$12.00	\$6,000.00
52	L-110-5.3	One 2" schedule 40 PVC conduit installed in existing full strength pavement complete in place.	500	LF	\$23.00	\$11,500.00
53	L-110-5.4	One 2" HDPE conduit directional bored 48" deep beneath existing full strength and shoulder pavements complete in place.	6,000	LF	\$20.00	\$120,000.00

ENGINEER'S OPINION OF PROBABLE COST
 CONCEPTUAL SUBMITTAL
 TAXIWAY DELTA RELOCATION
 AT POMPANO BEACH AIR PARK
 MAY 2014

Item No.	Spec.	Description	Calculated Quantity	Unit	Unit Cost	Extended Total
54	L-110-5.5	One FAA 4" schedule 40 PVC concrete encased split duct in earth/new full strength pavement.	100	LF	\$20.00	\$2,000.00
55	L-110-5.6	Intercept existing conduit system and connect to new conduit system and extend circuit.	20	EA	\$100.00	\$2,000.00
56	L-115-5.1	L-867 16" diameter junction can with cover installed in earth/new shoulder pavement.	2	EA	\$950.00	\$1,900.00
57	L-115-5.2	L-867 16" Diameter 4 can Junction can plaza installed in earth.	18	EA	\$4,300.00	\$77,400.00
58	L-115-5.3	Intercept existing light base can in earth/existing pavement and connect to conduit system.	10	EA	\$150.00	\$1,500.00
59	L-115-5.4	Removal of existing junction can/light base can in earth/existing shoulder pavement, complete	65	EA	\$150.00	\$9,750.00
60	L-115-5.6	Core drill existing manhole in earth/existing pavement and connect to conduit system	10	EA	\$350.00	\$3,500.00
61	L-125-5.1	New L-861T(L), LED taxiway elevated edge light and base can in earth	150	EA	\$850.00	\$127,500.00
62	L-125-5.2	New L-861T(L), LED taxiway elevated edge light installed on existing base can.	10	EA	\$600.00	\$6,000.00
63	L-125-5.1	New L-852D, quartz runway flush edge light and base can in new pavement	3	EA	\$2,200.00	\$6,600.00
64	L-125-5.3	Intercept existing circuit conductors in existing base can/ manhole /junction can and extend circuits accordingly.	30	EA	\$100.00	\$3,000.00
65	L-125-5.4	Identification of cables, ductbanks and lighting fixtures per FAA specifications	1	LS	\$10,000.00	\$10,000.00
66	L-126-5.1	New size 2, 1 module guidance sign and concrete base installed in earth/new paved shoulder.	6	EA	\$4,200.00	\$25,200.00
67	L-126-5.2	New size 2, 2 module guidance sign and concrete base installed in earth/new paved shoulder.	8	EA	\$4,700.00	\$37,600.00
68	L-126-5.3	New size 2, 3 module guidance sign and concrete base installed in earth/new paved shoulder.	17	EA	\$5,900.00	\$100,300.00
69	L-126-5.4	New size 2, 4 module guidance sign and concrete base installed in earth/new paved shoulder.	8	EA	\$6,700.00	\$53,600.00
70	L-126-5.5	Removal of existing guidance sign and concrete base in earth/existing pavement, complete.	20	EA	\$500.00	\$10,000.00
TOTAL						\$2,716,790.00

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 PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN/CONSTRUCTION OF TAXIWAY DELTA RELOCATION AND CONSTRUCTION OF TAXIWAY SIERRA AND TAXIWAY TANGO; 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 City of Pompano Beach and the State of Florida Department of Transportation, 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 City of Pompano Beach and the State of Florida Department of Transportation.

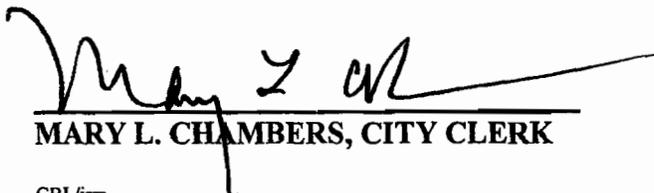
SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 12th day of November, 2013.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

LEASE RETURN TO:

Mary L. Chambers, MMC
City Clerk
P.O. Drawer 1300, Suite 253
Pompano Beach, FL 33061

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
OGC - 513
Page 1 of 14

Financial Project No.: 433476-1-94-01 <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO</u> Function: <u>637</u> Federal No.: _____ DUNS No.: _____ Agency DUNS No.: _____	FLAIR Approp.: <u>088719</u> FLAIR Obj.: <u>750004</u> Org. Code: <u>55042010428</u> Vendor No.: <u>VF596000411033</u> CSFA Number: <u>55.004</u> CSFA Title: _____
Contract No.: <u>AR917</u> CFDA Number: _____ CFDA Title: _____		

THIS AGREEMENT, made and entered into this 4th day of December, 2013

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and City of Pompano Beach
1001 Northeast 10th Street Pompano Beach, FL 33060

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
on or before 12/31/2015 and this Agreement will expire unless a time extension is provided
in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said 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

332.006(6),
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

Design/Construct Taxiway D (Relocate) and Construct S and T

and as further described in Exhibit(s) A, B, C & D attached hereto and by this reference made a part
hereof, hereinafter referred to as the project, and to provide Departmental 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.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: 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.

2.30 Funds of the Agency: 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.

2.40 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 may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 217,600.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 174,080.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State 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 Section 17.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 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.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. 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 access to such records and working papers upon request. The following requirements do 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 state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (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. The Agency 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 Agency is appropriate, the Agency 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 FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

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 "D" to 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.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from 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: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

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, 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 Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" 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 nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate 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(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate 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

1. The Agency 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.

2. 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 Comptroller, 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 reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, as revised, and required by Section 7.622 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 addresses:

3400 West Commercial Boulevard Fort Lauderdale, FL 33309

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 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:

3400 West Commercial Boulevard Fort Lauderdale, FL 33309

In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, as revised, the recipient shall submit a copy of the 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:

3400 West Commercial Boulevard Fort Lauderdale, FL 33309

3. Copies of financial reporting packages required by Section 7.62 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 addresses:

- 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 Section 7.62 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 addresses:

- 3400 West Commercial Boulevard Fort Lauderdale, FL 33309

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 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 reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four Public Transportation Office 3400 West Commercial Boulevard Fort Lauderdale, FL, FL, 33309 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

8.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

8.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

8.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions 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 on the project if:

8.21 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 or data furnished therewith or pursuant hereto;

8.22 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;

8.23 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 expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

or

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

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 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, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: 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 public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, 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 any or all of its obligations under this Agreement.

9.11 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: (1) 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 the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget 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 budget within a reasonable time. The approval of a remittance by the Agency or 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.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

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

12.00 Contracts of the Agency:

12.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. 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. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

12.20 Procurement of Personal Property and Services

12.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

12.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 8.23.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

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 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, 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 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.*)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 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, creed, color, sex or national origin. 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, creed, color, sex, or national origin. 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 or operation of the project, except contracts for 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.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 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.

14.40 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.

14.50 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.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that 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.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 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 Chapter 339.135(6)(a), F.S., 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 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/31/2015. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the _____. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 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.

20.00 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.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal 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 federal 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 Joint Participation 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 section 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.

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

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (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 receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor 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 Division of Consumer Services at 1-877-693-5236.

23.00 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 s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list 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.

25.00 E-Verify:

Vendors/Contractors:

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 the Vendor/Contractor 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.

Financial Project No. 433476-1-94-01

Contract No. AR917

Agreement Date 12/4/13

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

AGENCY

FDOT

City of Pompano Beach

AGENCY NAME

Refer to City Signature Page

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

See attached Encumbrance Form for date of Funding Approval by Comptroller 11-20-13

Louise C. Mangos

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

Gerry O'Reilly

Gerry O'Reilly

DEPARTMENT OF TRANSPORTATION

Director of Transportation Development

TITLE

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Moses

By: [Signature]
LAMAR FISHER, MAYOR

Shelly R. Bartholomew

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

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of November, 2013 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as 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



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Fin. Proj. No. AR 917
Contract No: 433476-1-94-01
Agreement Date: 12/4/13

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

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

PROJECT LOCATION: Pompano Beach Air Park

PROJECT DESCRIPTION: Design/Construction of Taxiway "D" relocation and construction of Taxiway "S" and "T" connectors from runway 15-33

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The plans and specifications review required in paragraph 15.00 of the Agreement shall include an Engineer Certification and compliance with Department requirements as outlined in Exhibit "C".

COMPLIANCE WITH LAWS

The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

This language should be included in any agency agreements associate with work or services under the Joint Participation Agreement.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Effective July 1, 2010, Section 215.971 of the Florida Statutes, requires agreements with the State to contain a scope of work that clearly establishes quantifiable and measurable deliverables. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. The items must be submitted and approved through the Florida Aviation Database <http://www.florida-aviation-database.com/> filed under the appropriate Financial Management (FM) number to meet the deliverable requirements. The deliverables must be received and accepted by the Department prior to the payment of services. The Department of Financial Services Internet link below provides guidance on clear and comprehensive scopes and deliverables development. The scope of work and deliverables are specifically addressed in chapter 3:

<http://www.myfloridacfo.com/aadir/docs/ContractandGrantManagementUserGuide.pdf>

Narrative	This project entails the relocation and construction of taxiway Delta full length for runway 15-33 and add taxiway Sierra and Taxiway Tango connectors to Taxiway Delta from runway 15-33.
Justification	These modifications are required per the Airport Master Plan Update completed in 2007 in order to meet FAA Category B-II design standards.

SCOPE OF SERVICES

Design Phase

1. The Agency must submit a signed copy of an agreement between the Agency and its third-party consultant, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the third-party consultant. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a

regular basis using the approved schedule of values and one of the following methods:

- a. **Percentage Completed.** For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
 - b. **Completed Tasks.** For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
 3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

Construction Phase

4. The Agency must submit a signed copy of an agreement between the Agency and its contractor, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the contractor. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
 - a. **Percentage Completed.** For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
 - b. **Completed Tasks.** For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form.

The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.

- 6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.**
- 7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.**

Financial Project No. 433476-1-94-01
 Contract No. AR 917
 Agreement Date 12/4/13

**EXHIBIT "B"
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and City of Pompano Beach

1001 Northeast 10th Street Pompano Beach, FL 33060

referenced by the above Financial Project Number.

I.	PROJECT COST:		\$217,600.00
<hr/>			
	TOTAL PROJECT COST:		\$217,600.00
II.	PARTICIPATION:		
	Maximum Federal Participation		
	FAA	(0 %)	or \$ 0.00
	Agency Participation		
	In-Kind	(20 %)	or \$ 43,520.00
	Cash	(%)	or \$
	Other	(%)	or \$
	Maximum Department Participation,		
	Primary		
	DPTO	(80 %)	or \$ 174,080.00
	Federal Reimbursable	(%)	or \$
	Local Reimbursable	(%)	or \$
<hr/>			
	TOTAL PROJECT COST:		\$217,600.00

Financial Project No. 433476-1-94-01

Contract No. AR917

Agreement Date 12/4/13

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Pompano Beach
1001 Northeast 10th Street Pompano Beach, FL 33060

A. General

1. Duration: The terms, conditions, and assurances of the Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date that the Agreement is executed. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with state funds.

2. Obligation: The Agency shall honor these assurances for the duration of this Agreement. If the Agency takes any action that is not consistent with these assurances, the full amount of this Agreement will immediately become due and payable to the Florida Department of Transportation.

B. General Assurances

The Agency hereby assures that:

1. Good Title: It holds good title, satisfactory to the Department, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Department that good title will be acquired.

2. Preserving Rights and Powers:

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the Agreement without the written approval of the Department, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the Agency. This shall be done in a manner acceptable to the Department.

b. If an arrangement is made for management and operation of the airport by any agency or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained according to applicable federal and state laws, regulations, and rules.

3. Hazard Removal & Mitigation: It will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

EXHIBIT "C"

AVIATION PROGRAM ASSURANCES

4. Compatible Land Use: It will take appropriate action to ensure local government adoption of airport zoning ordinances that comply with Chapter 333, F.S. The ordinances shall address height restrictions and other potential aviation hazards and limitations on incompatible land uses in the vicinity of the airport. The vicinity of the airport includes all areas that will be affected by normal aircraft operations and noise.

The Agency assures that it will take appropriate action to oppose and/or disapprove any attempted change in local land use regulations that would adversely affect the continued level of airport operations by the creation or expansion of incompatible land use areas. The Agency assures that it will provide the Department with a copy of all local airport zoning ordinances, codes, rules, regulations, and amendments, including proposed and granted variances thereto.

5. Consistency with Local Plans: It will take appropriate actions to have the current airport master plan adopted into the local government comprehensive plan at the earliest feasible opportunity.

6. Airport Layout Plan:

a. It will keep a layout plan of the airport up to date showing:

(1) Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) Location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) Location of all existing and proposed non-aviation areas and of all existing improvements thereon.

b. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department. The Agency will not make or permit any changes or alterations in the airport or any of its facilities that are not in conformity with the airport layout plan as approved by the Department and which might, in the opinion of the Department, adversely affect the safety, utility, or efficiency of the airport.

7. Fee and Rental Structure: It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport taking into account such factors as the volume of traffic and economy of collection. If this Agreement results in a facility that will be leased or otherwise produces revenue, the Agency assures that the revenue will be at fair market value or higher.

8. Airport Revenue: That all revenue generated by the airport will be expended for capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

9. Financial Plan: It will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements depicted in the airport layout plan. The financial plan shall be a part of the airport master plan. The financial plan shall realistically assess project phasing considering availability of state funding and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system. All project cost estimates contained in the financial plan shall be entered in the Joint Automated Capital Improvement Program (JACIP) Online Web site. The JACIP Online information shall be kept current as the financial plan is updated.

EXHIBIT "C"

AVIATION PROGRAM ASSURANCES

10. Operation & Maintenance: The airport and all facilities which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation. The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department. The Agency will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when flooding or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Agency.

11. Economic Nondiscrimination: It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

12. Exclusive Rights: It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

13. Federal Funding Eligibility: It will take appropriate actions to maintain federal funding eligibility for the airport. Further, it will avoid any action that renders the airport ineligible for federal funding.

14. Termination of Agreement: It will make expenditures or incur obligations pertaining to this Agreement within two years after the date of this Agreement or the Department of Transportation may terminate this Agreement. The Agency may request a one-year extension of this two-year time period. The District Secretary shall have approval authority.

15. Retention of Rights and Interests: It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which state funds have been expended, for the duration of the terms, conditions, and assurances in the Agreement without approval by the Department.

16. Consultant, Contractor, Scope, and Cost Approval: It will grant the Department the right to disapprove the Agency's employment of specific consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department. Further, the Agency assures that it will grant the Department the right to disapprove the proposed project scope and cost of professional services.

17. Airfield Access: The Agency will not grant or allow easement or access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage.

18. Project Development: All project related work will comply with federal, state, and professional standards; applicable Federal Aviation Administration advisory circulars; and Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*.

C. Planning Projects

If this project involves planning or other aviation studies, the Agency assures that it will:

EXHIBIT "C"

AVIATION PROGRAM ASSURANCES

- 1. Project Scope:** Execute the project in accordance with the approved project narrative or with approved modifications.
- 2. Reports:** Furnish the Department with such periodic project and work activity reports as required.
- 3. Public Information:** Make such material available for examination by the public. No material prepared under this Agreement shall be subject to copyright in the United States or any other country.
- 4. Disclosure:** Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- 5. Department Guidelines:** Comply with Department airport master planning guidelines if the project involves airport master planning or developing an airport layout plan. This includes:
 - a. Providing copies, in electronic and editable format, of final project materials to the Department. This includes computer-aided drafting (CAD) files of the airport layout plan.
 - b. Developing a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the airport master plan or depicted in the airport layout plan. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system.
 - c. Entering all projects contained in the cost-feasible plan out to twenty years in the Joint Automated Capital Improvement Program (JACIP) database.
- 6. No Implied Commitments:** Understand and agree that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

D. Land Acquisition Projects

If this project involves land purchase, the Agency assures that it will:

- 1. Applicable Laws:** Acquire the land interest in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; the National Environmental Policy of 1969; FAA Order 5100.37A; FAA Order 5050.4A.; chapters 73 and 74, F.S., when property is acquired through condemnation; and section 286.23, F.S.
- 2. Administration:** Maintain direct control of project administration, including:
 - a. Maintaining responsibility for all contract letting and administrative procedures necessary for the acquisition of the land interests.
 - b. Securing written permission from the Department to execute each agreement with any third party.
 - c. Furnishing a projected schedule of events and a cash flow projection within twenty (20) calendar days after completion of the review appraisal.
 - d. Establishing a project account for purchase of land interests.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

e. Collecting and disbursing federal, state, and local project funds.

3. Loans: Comply with the following requirements if the funding conveyed by this Agreement is a loan for land purchase according to Chapter 332, F.S.:

- a. The Agency shall apply for a Federal Aviation Administration Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
- b. If federal funds are received for the land purchase, the Agency shall notify the Department by U.S. Mail within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares as described in Chapter 332, F.S.
- c. If federal funds are not received for the land purchase, the Agency shall reimburse the Department to achieve normal project state and local funding shares as described in Chapter 332, F.S., within 30 calendar days after the loan matures.
- d. If federal funds are not received for the land purchase and the state funding share of the land purchase is less than or equal to normal state and local funding shares as described in Chapter 332, F.S., when the loan matures, no reimbursement to the Department shall be required.

4. New Airports:

- a. Protect the airport and related airspace by ensuring local government adoption of an airport zoning ordinance or amending an existing airport zoning ordinance, consistent with the provisions of Chapter 333, F.S., prior to the completion of the project.
- b. Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
- c. Complete an airport master plan within two years of land purchase.
- d. Complete construction necessary for basic airport operation within ten years of land purchase.

5. Use of Land: The Agency shall use the land for aviation purposes in accordance with the terms of this Agreement within ten years after the acquisition date.

6. Disposal of land: For land purchased under an Agreement for airport noise compatibility or airport development purposes, disposition of such land will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

E. Aviation Construction Projects

If this project involves construction, the Agency assures that it will:

1. Certifications: Provide certifications that:

- a. Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- b. All design plans and specifications comply with federal, state, and professional standards and applicable Federal Aviation Administration advisory circulars.
- c. The project complies with all applicable building codes and other statutory requirements.

EXHIBIT "C" AVIATION PROGRAM ASSURANCES

d. Completed construction complies with the project plans and specifications. Such certification must include an attestation from the Engineer that the project was completed per the approved project plans and specifications.

2. Design Development Criteria: The plans, specifications, construction contract documents, and any and all other similar engineering, construction, and contractual documents produced by the Engineer for the project is hereinafter collectively referred to as "plans" in this Exhibit.

Plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

Plans shall be consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement.

The Engineer shall perform a thorough review of the requirements of the following standards and make a determination as to their applicability to this project. Plans produced for this project shall be developed in compliance with the applicable requirements of these standards:

- Federal Aviation Administration Regulations and Advisory Circulars
- Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*
- Florida Department Of Transportation Standard Specifications For Construction Of General Aviation Airports
- Manual Of Uniform Minimum Standards For Design, Construction And Maintenance For Streets And Highways, commonly referred to as the Florida Greenbook
- Manual on Uniform Traffic Control Devices

Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations that apply to the scope and location of the project.

3. Construction Inspection & Approval: Provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project. The Agency assures that it will allow the Department to inspect the work. The Department may require cost and progress reporting by the Agency.

4. Pavement Preventative Maintenance: With respect to a project for the replacement or reconstruction of pavement at the airport, implement an effective airport pavement maintenance management program and the Agency assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

F. Noise Mitigation Projects

If this project involves noise mitigation, the Agency assures that it will:

1. Local Government Agreements: For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, enter into an agreement with that government. The agreement shall obligate the unit of local government to the same terms, conditions, and assurances that apply to the Agency. The agreement and changes

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

thereto must be satisfactory to the Department. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

2. Private Agreements: For noise compatibility projects to be carried out on privately owned property, enter into an agreement with the owner of that property to exclude future actions against the airport. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Financial Project No. 433476-1-94-01

Contract No.

AR 917

Agreement Date

12/4/13

EXHIBIT "D"

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

(e.g., What services or purposes the resources must be used for)

(e.g., Eligibility requirements for recipients of the resources)

(Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$
<u>Compliance Requirements</u>		

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.004	\$174,080.00
<u>Compliance Requirements</u>		

Activities Allowed:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

EXHIBIT "D"

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
 - Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
 - Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
 - Safety equipment (including AARF fire fighting equipment and lighted Xs);
 - Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
 - Information technology equipment (used to inventory and plan airport facility needs);
 - Drainage improvements.
- (FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

EXHIBIT "D"

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$

Compliance Requirements

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

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 PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN/CONSTRUCTION OF TAXIWAY DELTA RELOCATION AND CONSTRUCTION OF TAXIWAY SIERRA AND TAXIWAY TANGO; 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 City of Pompano Beach and the State of Florida Department of Transportation, 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 City of Pompano Beach and the State of Florida Department of Transportation.

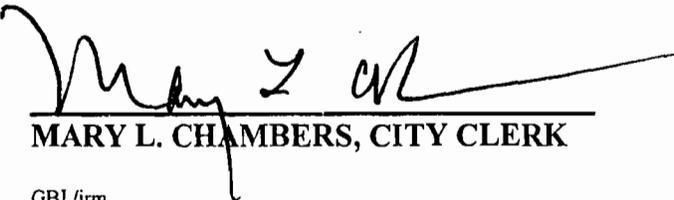
SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 12th day of November, 2013.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

LEASE RETURN TO:

Mary L. Chambers, MMC
City Clerk
P.O. Drawer 1300, Suite 253
Pompano Beach, FL 33061

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
OGC - 5/13
Page 1 of 14

Financial Project No.: <u>433476-1-94-01</u> <small>(Item-segment-phase-sequence)</small>	Fund: <u>DPTO</u>	FLAIR Approp.: <u>088719</u>
Contract No.: <u>AR917</u>	Function: <u>637</u>	FLAIR Obj.: <u>750004</u>
CFDA Number: _____	Federal No.: _____	Org. Code: <u>55042010428</u>
CFDA Title: _____	DUNS No.: _____	Vendor No.: <u>VF596000411033</u>
	Agency DUNS No.: _____	CSFA Number: <u>55.004</u>
		CSFA Title: _____

THIS AGREEMENT, made and entered into this 4th day of December, 2013

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and City of Pompano Beach
1001 Northeast 10th Street Pompano Beach, FL 33060

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
on or before 12/31/2015 and this Agreement will expire unless a time extension is provided
in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said 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

332.006(6)
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

Design/Construct Taxiway D (Relocate) and Construct S and T

and as further described in Exhibit(s) A, B, C & D attached hereto and by this reference made a part
hereof, hereinafter referred to as the project, and to provide Departmental 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.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: 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.

2.30 Funds of the Agency: 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.

2.40 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 may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 217,600.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 174,080.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State 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 Section 17.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 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.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. 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 access to such records and working papers upon request. The following requirements do 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 state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (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. The Agency 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 Agency is appropriate, the Agency 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 FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

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 "D" to 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.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from 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: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

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, 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 Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" 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 nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate 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(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate 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

1. The Agency 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.

2. 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 Comptroller, 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 reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, as revised, and required by Section 7.622 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 addresses:

3400 West Commercial Boulevard Fort Lauderdale, FL 33309

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 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:

3400 West Commercial Boulevard Fort Lauderdale, FL 33309

In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, as revised, the recipient shall submit a copy of the 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:

3400 West Commercial Boulevard Fort Lauderdale, FL 33309

3. Copies of financial reporting packages required by Section 7.62 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 addresses:

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 Section 7.62 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 addresses:

3400 West Commercial Boulevard Fort Lauderdale, FL 33309

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 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 reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four Public Transportation Office 3400 West Commercial Boulevard Fort Lauderdale, FL, 33309 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

8.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

8.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

8.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions 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 on the project if:

8.21 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 or data furnished therewith or pursuant hereto;

8.22 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;

8.23 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 expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

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

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 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, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: 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 public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, 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 any or all of its obligations under this Agreement.

9.11 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: (1) 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 the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget 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 budget within a reasonable time. The approval of a remittance by the Agency or 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.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

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

12.00 Contracts of the Agency:

12.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. 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. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

12.20 Procurement of Personal Property and Services

12.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

12.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 8.23.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

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 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, 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 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.*)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 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, creed, color, sex or national origin. 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, creed, color, sex, or national origin. 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 or operation of the project, except contracts for 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.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 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.

14.40 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.

14.50 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.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that 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.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 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 Chapter 339.135(6)(a), F.S., 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 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/31/2015. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the _____. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 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.

20.00 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.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal 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 federal 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 Joint Participation 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 section 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.

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

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (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 receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor 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 Division of Consumer Services at 1-877-693-5236.

23.00 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 s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list 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.

25.00 E-Verify:

Vendors/Contractors:

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 the Vendor/Contractor 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.

Financial Project No. 433476-1-94-01

Contract No. AR917

Agreement Date 12/4/13

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

AGENCY

FDOT

City of Pompano Beach
AGENCY NAME

Refer to City Signature Page
SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

See attached Encumbrance Form for date of Funding
Approval by Comptroller 11-20-13

Louise C. Hayes
LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

Gerry O'Reilly
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

Director of Transportation Development
TITLE

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Moses

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

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

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of November, 2013 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as 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



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Fin. Proj. No. AR 917
Contract No: 433476-1-94-01
Agreement Date: 12/4/13

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

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

PROJECT LOCATION: Pompano Beach Air Park

PROJECT DESCRIPTION: Design/Construction of Taxiway "D" relocation and construction of Taxiway "S" and "T" connectors from runway 15-33

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The plans and specifications review required in paragraph 15.00 of the Agreement shall include an Engineer Certification and compliance with Department requirements as outlined in Exhibit "C".

COMPLIANCE WITH LAWS

The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

This language should be included in any agency agreements associate with work or services under the Joint Participation Agreement.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Effective July 1, 2010, Section 215.971 of the Florida Statutes, requires agreements with the State to contain a scope of work that clearly establishes quantifiable and measurable deliverables. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. The items must be submitted and approved through the Florida Aviation Database <http://www.florida-aviation-database.com/> filed under the appropriate Financial Management (FM) number to meet the deliverable requirements. The deliverables must be received and accepted by the Department prior to the payment of services. The Department of Financial Services Internet link below provides guidance on clear and comprehensive scopes and deliverables development. The scope of work and deliverables are specifically addressed in chapter 3:

<http://www.myfloridacfo.com/aadir/docs/ContractandGrantManagementUserGuide.pdf>

Narrative	This project entails the relocation and construction of taxiway Delta full length for runway 15-33 and add taxiway Sierra and Taxiway Tango connectors to Taxiway Delta from runway 15-33.
Justification	These modifications are required per the Airport Master Plan Update completed in 2007 in order to meet FAA Category B-II design standards.

SCOPE OF SERVICES

Design Phase

1. The Agency must submit a signed copy of an agreement between the Agency and its third-party consultant, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the third-party consultant. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a

regular basis using the approved schedule of values and one of the following methods:

- a. **Percentage Completed.** For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
 - b. **Completed Tasks.** For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
 3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

Construction Phase

4. The Agency must submit a signed copy of an agreement between the Agency and its contractor, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the contractor. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
 - a. **Percentage Completed.** For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
 - b. **Completed Tasks.** For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form.

The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.

6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

Financial Project No. 433476-1-94-01
 Contract No. AR 917
 Agreement Date 12/4/13

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and City of Pompano Beach

1001 Northeast 10th Street Pompano Beach, FL 33060

referenced by the above Financial Project Number.

I.	PROJECT COST:					\$217,600.00
<hr/>						
	TOTAL PROJECT COST:					\$217,600.00
II.	PARTICIPATION:					
	Maximum Federal Participation					
	FAA	(0 %)	or	\$	0.00	
	Agency Participation					
	In-Kind	(20 %)	or	\$	43,520.00	
	Cash	(%)	or	\$		
	Other	(%)	or	\$		
	Maximum Department Participation,					
	Primary					
	DPTO	(80 %)	or	\$	174,080.00	
	Federal Reimbursable	(%)	or	\$		
	Local Reimbursable	(%)	or	\$		
<hr/>						
	TOTAL PROJECT COST:					\$217,600.00

Financial Project No. 433476-1-94-01
Contract No. AR 917
Agreement Date 12/4/13

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,
Department of Transportation and City of Pompano Beach
1001 Northeast 10th Street Pompano Beach, FL 33060

A. General

1. Duration: The terms, conditions, and assurances of the Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date that the Agreement is executed. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with state funds.

2. Obligation: The Agency shall honor these assurances for the duration of this Agreement. If the Agency takes any action that is not consistent with these assurances, the full amount of this Agreement will immediately become due and payable to the Florida Department of Transportation.

B. General Assurances

The Agency hereby assures that:

1. Good Title: It holds good title, satisfactory to the Department, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Department that good title will be acquired.

2. Preserving Rights and Powers:

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the Agreement without the written approval of the Department, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the Agency. This shall be done in a manner acceptable to the Department.

b. If an arrangement is made for management and operation of the airport by any agency or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained according to applicable federal and state laws, regulations, and rules.

3. Hazard Removal & Mitigation: It will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

4. Compatible Land Use: It will take appropriate action to ensure local government adoption of airport zoning ordinances that comply with Chapter 333, F.S. The ordinances shall address height restrictions and other potential aviation hazards and limitations on incompatible land uses in the vicinity of the airport. The vicinity of the airport includes all areas that will be affected by normal aircraft operations and noise.

The Agency assures that it will take appropriate action to oppose and/or disapprove any attempted change in local land use regulations that would adversely affect the continued level of airport operations by the creation or expansion of incompatible land use areas. The Agency assures that it will provide the Department with a copy of all local airport zoning ordinances, codes, rules, regulations, and amendments, including proposed and granted variances thereto.

5. Consistency with Local Plans: It will take appropriate actions to have the current airport master plan adopted into the local government comprehensive plan at the earliest feasible opportunity.

6. Airport Layout Plan:

a. It will keep a layout plan of the airport up to date showing:

(1) Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) Location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) Location of all existing and proposed non-aviation areas and of all existing improvements thereon.

b. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department. The Agency will not make or permit any changes or alterations in the airport or any of its facilities that are not in conformity with the airport layout plan as approved by the Department and which might, in the opinion of the Department, adversely affect the safety, utility, or efficiency of the airport.

7. Fee and Rental Structure: It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport taking into account such factors as the volume of traffic and economy of collection. If this Agreement results in a facility that will be leased or otherwise produces revenue, the Agency assures that the revenue will be at fair market value or higher.

8. Airport Revenue: That all revenue generated by the airport will be expended for capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

9. Financial Plan: It will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements depicted in the airport layout plan. The financial plan shall be a part of the airport master plan. The financial plan shall realistically assess project phasing considering availability of state funding and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system. All project cost estimates contained in the financial plan shall be entered in the Joint Automated Capital Improvement Program (JACIP) Online Web site. The JACIP Online information shall be kept current as the financial plan is updated.

EXHIBIT "C"

AVIATION PROGRAM ASSURANCES

10. Operation & Maintenance: The airport and all facilities which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation. The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department. The Agency will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when flooding or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Agency.

11. Economic Nondiscrimination: It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

12. Exclusive Rights: It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

13. Federal Funding Eligibility: It will take appropriate actions to maintain federal funding eligibility for the airport. Further, it will avoid any action that renders the airport ineligible for federal funding.

14. Termination of Agreement: It will make expenditures or incur obligations pertaining to this Agreement within two years after the date of this Agreement or the Department of Transportation may terminate this Agreement. The Agency may request a one-year extension of this two-year time period. The District Secretary shall have approval authority.

15. Retention of Rights and Interests: It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which state funds have been expended, for the duration of the terms, conditions, and assurances in the Agreement without approval by the Department.

16. Consultant, Contractor, Scope, and Cost Approval: It will grant the Department the right to disapprove the Agency's employment of specific consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department. Further, the Agency assures that it will grant the Department the right to disapprove the proposed project scope and cost of professional services.

17. Airfield Access: The Agency will not grant or allow easement or access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage.

18. Project Development: All project related work will comply with federal, state, and professional standards; applicable Federal Aviation Administration advisory circulars; and Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*.

C. Planning Projects

If this project involves planning or other aviation studies, the Agency assures that it will:

EXHIBIT "C"

AVIATION PROGRAM ASSURANCES

1. **Project Scope:** Execute the project in accordance with the approved project narrative or with approved modifications.
2. **Reports:** Furnish the Department with such periodic project and work activity reports as required.
3. **Public Information:** Make such material available for examination by the public. No material prepared under this Agreement shall be subject to copyright in the United States or any other country.
4. **Disclosure:** Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
5. **Department Guidelines:** Comply with Department airport master planning guidelines if the project involves airport master planning or developing an airport layout plan. This includes:
 - a. Providing copies, in electronic and editable format, of final project materials to the Department. This includes computer-aided drafting (CAD) files of the airport layout plan.
 - b. Developing a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the airport master plan or depicted in the airport layout plan. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system.
 - c. Entering all projects contained in the cost-feasible plan out to twenty years in the Joint Automated Capital Improvement Program (JACIP) database.
6. **No Implied Commitments:** Understand and agree that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

D. Land Acquisition Projects

If this project involves land purchase, the Agency assures that it will:

1. **Applicable Laws:** Acquire the land interest in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; the National Environmental Policy of 1969; FAA Order 5100.37A; FAA Order 5050.4A.; chapters 73 and 74, F.S., when property is acquired through condemnation; and section 286.23, F.S.
2. **Administration:** Maintain direct control of project administration, including:
 - a. Maintaining responsibility for all contract letting and administrative procedures necessary for the acquisition of the land interests.
 - b. Securing written permission from the Department to execute each agreement with any third party.
 - c. Furnishing a projected schedule of events and a cash flow projection within twenty (20) calendar days after completion of the review appraisal.
 - d. Establishing a project account for purchase of land interests.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

e. Collecting and disbursing federal, state, and local project funds.

3. Loans: Comply with the following requirements if the funding conveyed by this Agreement is a loan for land purchase according to Chapter 332, F.S.:

- a. The Agency shall apply for a Federal Aviation Administration Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
- b. If federal funds are received for the land purchase, the Agency shall notify the Department by U.S. Mail within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares as described in Chapter 332, F.S.
- c. If federal funds are not received for the land purchase, the Agency shall reimburse the Department to achieve normal project state and local funding shares as described in Chapter 332, F.S., within 30 calendar days after the loan matures.
- d. If federal funds are not received for the land purchase and the state funding share of the land purchase is less than or equal to normal state and local funding shares as described in Chapter 332, F.S., when the loan matures, no reimbursement to the Department shall be required.

4. New Airports:

- a. Protect the airport and related airspace by ensuring local government adoption of an airport zoning ordinance or amending an existing airport zoning ordinance, consistent with the provisions of Chapter 333, F.S., prior to the completion of the project.
- b. Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
- c. Complete an airport master plan within two years of land purchase.
- d. Complete construction necessary for basic airport operation within ten years of land purchase.

5. Use of Land: The Agency shall use the land for aviation purposes in accordance with the terms of this Agreement within ten years after the acquisition date.

6. Disposal of land: For land purchased under an Agreement for airport noise compatibility or airport development purposes, disposition of such land will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

E. Aviation Construction Projects

If this project involves construction, the Agency assures that it will:

1. Certifications: Provide certifications that:

- a. Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- b. All design plans and specifications comply with federal, state, and professional standards and applicable Federal Aviation Administration advisory circulars.
- c. The project complies with all applicable building codes and other statutory requirements.

EXHIBIT "C"

AVIATION PROGRAM ASSURANCES

d. Completed construction complies with the project plans and specifications. Such certification must include an attestation from the Engineer that the project was completed per the approved project plans and specifications.

2. Design Development Criteria: The plans, specifications, construction contract documents, and any and all other similar engineering, construction, and contractual documents produced by the Engineer for the project is hereinafter collectively referred to as "plans" in this Exhibit.

Plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

Plans shall be consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement.

The Engineer shall perform a thorough review of the requirements of the following standards and make a determination as to their applicability to this project. Plans produced for this project shall be developed in compliance with the applicable requirements of these standards:

- Federal Aviation Administration Regulations and Advisory Circulars
- Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*
- Florida Department Of Transportation Standard Specifications For Construction Of General Aviation Airports
- Manual Of Uniform Minimum Standards For Design, Construction And Maintenance For Streets And Highways, commonly referred to as the Florida Greenbook
- Manual on Uniform Traffic Control Devices

Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations that apply to the scope and location of the project.

3. Construction Inspection & Approval: Provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project. The Agency assures that it will allow the Department to inspect the work. The Department may require cost and progress reporting by the Agency.

4. Pavement Preventative Maintenance: With respect to a project for the replacement or reconstruction of pavement at the airport, implement an effective airport pavement maintenance management program and the Agency assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

F. Noise Mitigation Projects

If this project involves noise mitigation, the Agency assures that it will:

1. Local Government Agreements: For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, enter into an agreement with that government. The agreement shall obligate the unit of local government to the same terms, conditions, and assurances that apply to the Agency. The agreement and changes

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

thereto must be satisfactory to the Department. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

2. Private Agreements: For noise compatibility projects to be carried out on privately owned property, enter into an agreement with the owner of that property to exclude future actions against the airport. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Financial Project No. 433476-1-94-01
 Contract No. AR 917
 Agreement Date 12/4/13

EXHIBIT "D"

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$
<u>Compliance Requirements</u>		

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.004	\$ 174,080.00
<u>Compliance Requirements</u>		

Activities Allowed:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

EXHIBIT "D"

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
 - Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
 - Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
 - Safety equipment (including AARF fire fighting equipment and lighted Xs);
 - Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
 - Information technology equipment (used to inventory and plan airport facility needs);
 - Drainage improvements.
- (FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

EXHIBIT "D"

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$

Compliance Requirements

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
Construction ⁰⁶⁻⁹¹⁰	465	72	88	542	65	12	73,926	76,926		15,707 ✓	
Transfer out	465	46	10	542	91	14			15,707 ✓		
Design ¹⁴⁻²⁴⁷	462	75	25	542	65	03			15,707 ✓		
Transfer in	462	00	00	381	14	65			15,707 ✓		
FDOT Grant	462	00	00	334	43	00			62,825		
Design ¹⁴⁻²⁴⁷	462	75	25	542	65	03			62,825		
* USE WHOLE DOLLARS ONLY								TOTAL			

REASON
 To recognize additional grant funding for Airpark grant to provide city match for FDOT grant
 S. Sibble 12/30/14
 Department Head Date

Adjustment is within total budget of department - Yes _____ No X
 Adjustment requires only City Manager approval - Yes X No X
 Adjustment requires City Commission approval - Yes X No _____

Adjustment approved at City Commission Meeting of _____
 Finance Director *S. Sibble* 12/30/14 Date Budget Office _____ Date City Manager _____ Date
 AUDITED BY *AS* 12/30/2014 INPUT BY _____ CONTROL NO. _____