

SUPPLEMENTAL NO. 1 DUNS NO. 07-986-4898	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 420042-1 CONTRACT NO. APQ64
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The City of Key West desires to supplement the original Agreement entered into and executed on October 29, 2009 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Glynn Archer Drive Length _____

Termini From SR5 / N Roosevelt Blvd to Flagler Ave

Description of Work:

This project proposes infrastructure improvements along Glynn Archer Drive/ 14th street from N. Roosevelt Blvd. to Flagler Ave. Enhancements to include roadway reconstruction, drainage improvements, new sidewalk and curb and gutter along both sides of the corridor, parallel parking, ADA compliant curb ramps, and signing and pavement markings upgrades.

In addition, the Local Agency is requesting a time extension to the LAP Agreement which will allow for project completion by June 30, 2013.

Reason for Supplement and supporting engineering and/or cost analysis:

Based on multiple environmental assessments, environmental conditions require the use of a CAR contractor to conduct work within arsenic groundwater contaminated areas located within the project limits. The need for a CAR contractor has increased the cost of the project. Therefore, the project construction budget is being increased from \$1,895,000 to \$2,687,000.00 in order to correspond with project award. See page 2 of Supplemental LAP Agreement.

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

SUPPLEMENTAL NO. 1 DUNS NO. 07-986-4898	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 420042-1 CONTRACT NO. APQ64
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E)					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design					
FY: <u>2009 - 2010</u>	\$170,000.00	\$0.00	\$170,000.00	\$0.00	\$170,000.00
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Design Cost	\$170,000.00	\$0.00	\$170,000.00	\$0.00	\$170,000.00
Right-of-Way					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
FY: <u>2010 - 2011</u>	\$1,895,000.00	\$792,000.00	\$2,687,000.00	\$0.00	\$2,687,000.00
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Construction Cost	\$1,895,000.00	\$792,000.00	\$2,687,000.00	\$0.00	\$2,687,000.00
Construction Engineering and Inspection (CEI)					
FY: <u>2010 - 2011</u>	\$84,000.00	\$0.00	\$84,000.00	\$0.00	\$84,000.00
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total CEI Cost	\$84,000.00	\$0.00	\$84,000.00	\$0.00	\$84,000.00
Total Construction & CEI Costs	\$1,979,000.00	\$792,000.00	\$2,771,000.00	\$0.00	\$2,771,000.00
TOTAL COST OF THE PROJECT	\$2,149,000.00	\$792,000.00	\$2,941,000.00	\$0.00	\$2,941,000.00

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

AGENCY City of Key West

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Jim Scholl
Title: City Manager

By: _____
Name:
Title:

Attest: _____
Name: Cheri Smith
Title: City Clerk

Attest: _____
Name:
Title:

Date: _____

Date: _____

Legal Review:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
08/06
Page

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 420042-1

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

The City of Key West

3140 Flagler Avenue, Key West, Florida 33041-1409

Dated _____

PROJECT LOCATION: Glynn Archer Drive From SR 5/N Roosevelt Blvd to Flagler Ave

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

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

PROJECT DESCRIPTION:

Glynn Archer Drive

From SR5/N Roosevelt Blvd to Flagler Ave

This project proposes infrastructure improvements along Glynn Archer Drive/ 14th street from N. Roosevelt Blvd. to Flagler Ave. Enhancements to include roadway reconstruction, drainage improvements, new sidewalk and curb and gutter along both sides of the corridor, parallel parking, ADA compliant curb ramps, and signing and pavement markings upgrades.

SPECIAL CONSIDERATIONS BY AGENCY:

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

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

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

- a) Class of Action Determination Study to be completed by 12/31/10.
- b) Design to be completed by 12/31/11.
- c) Right-of-Way requirements identified and provided to the Department by 12/31/10.
- d) Right-of-Way to be certified by 12/31/10.
- e) Construction contract to be let by 3/15/12.
- f) Construction to be completed by 6/30/13.

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

SPECIAL CONSIDERATIONS BY DEPARTMENT: