

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: August 21, 2007                       Consent                       Regular  
     Workshop                       Public Hearing

**Department:**

**Submitted By:** Engineering & Public Works  
**Submitted For:** Traffic Division

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** An Amendment to the Joint Project Agreement (R2006-2191) with the City of Boca Raton (City), dated October 17, 2006, allowing for a time extension for construction commencement of the north approach right turn lane at the Military Trail/Yamato Road Intersection (Project).

**Summary:** The City has designed plans and acquired right-of-way to construct a right turn lane on the north approach of the intersection of Yamato Road and Military Trail. The Project has been delayed. The time extension will allow the City to construct the right turn lane.

**District: 4 (M.E.)**

**Background and Justification:** When Palm Beach County (County) widened Yamato Road east of Military Trail, right-of-way was unavailable and a right turn lane on the north approach was not included. The City included the right turn lane in its plans to widen Yamato Road west of Military Trail, and acquired the necessary right-of-way. The original Agreement, R2006-2191, provided County funds to design and construct the right turn lane as part of the City's roadway project. The requested \$150,000 included \$20,000 for the estimated design costs, \$90,000 for the estimated construction costs, and \$40,000 for contingencies. The Project has been delayed and the City is requesting a time extension for commencement of the construction from December 2006 to December 2007.

**Attachments:**

1. Location Sketch
2. Amendment to Agreement (1)
3. Certified copy of Agreement of October 17, 2006 (R2006-2191)

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<b>Recommended By:</b>	<i>Don Musby</i>	07/23/07 <i>[Signature]</i>
	<b>Division Director</b>	<b>Date</b>
<b>Approved By:</b>	<i>D. T. Webb</i>	7/23/07
	<b>County Engineer</b>	

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<b>\$ -0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_  
Budget Acct No.: Fund \_\_\_\_ Dept. \_\_\_\_ Unit \_\_\_\_ Object \_\_\_\_  
Program

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

This item has no additional fiscal impact.

C. Departmental Fiscal Review: \_\_\_\_\_ *[Signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

\_\_\_\_\_ *[Signature]* 7-24-07  
OFMB  
*[Handwritten: ND 12/15/07 CW 7/23/07]*

\_\_\_\_\_ *[Signature]* 7/25/07  
Contract Dev. and Control  
*[Handwritten: 6/20/07 7/23/07]*

**B. Approved as to Form and Legal Sufficiency:**  
\_\_\_\_\_ *[Signature]* 8/7/07  
Assistant County Attorney

This amendment complies with our review requirements.

**C. Other Department Review:**  
\_\_\_\_\_  
Department Director

R42  
H

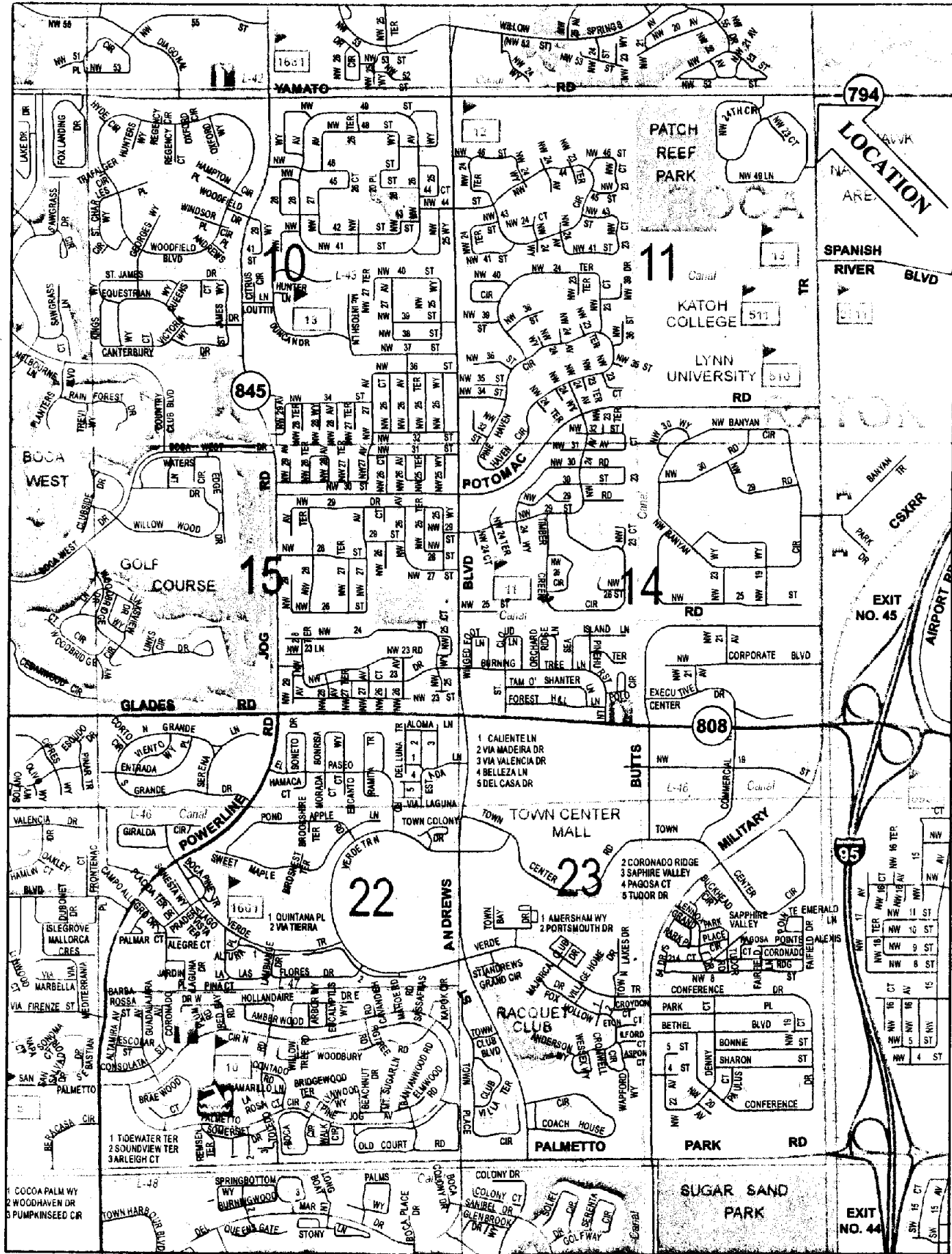
R42  
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T47

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T47



794  
LOCATION  
AREA

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See pg 130

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**FIRST AMENDMENT TO A JOINT PROJECT AGREEMENT  
BETWEEN  
PALM BEACH COUNTY AND THE CITY OF BOCA RATON**

This First Amendment to A Joint Project Agreement is made as of \_\_\_\_\_, between Palm Beach County, Florida, a political subdivision of the State of Florida (hereinafter County), and the City of Boca Raton, a political subdivision of the State of Florida (hereinafter City).

**RECITALS**

**WHEREAS**, the County and the City entered into a Joint Project Agreement for intersection improvements (hereinafter Improvements) on October 17, 2006 (R2006 xxxx) to make improvements to the intersection of Military Trail and Yamato Road; and

**WHEREAS**, the County and City desire to amend the time limit for the date the work was to commence from December 2006 to December 31, 2007;

**WHEREAS**, The County and the City desire to include a completion date for the work.

**NOW, THEREFORE**, in consideration of their mutual covenants contained herein, the County and City hereby agree to amend the Contract as follows:

**Article 1.** Section 4 of the Agreement, regarding the date for the work to commence is hereby amended from:

Section 4. The CITY shall use its best efforts to commence construction of the INTERSECTION IMPROVEMENT prior to December 2006. Should construction not be commenced prior to that date, this Agreement will terminate unless extended by the parties.

To:

Section 4.a. The CITY shall commence construction of the INTERSECTION IMPROVEMENT prior to December 31, 2007. Should construction not be commenced prior to that date, this Agreement will terminate unless extended by the parties

**Article 2.** A new Section 4.b. is added regarding submittal of invoices for final payment;

Section 4.b. The City shall submit invoices for final payment before July 1, 2008

**Article 3.** This amendment shall be retroactive to December 31, 2006.

**Article 4.** Except as specifically set forth herein, all terms and conditions of the Contract shall remain in full force and effect.

[Remainder of page left blank.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day and year first written above.

COUNTY:  
PALM BEACH COUNTY, FLORIDA,  
a Political Subdivision  
of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

CITY:  
CITY OF BOCA RATON  
a Political Subdivision  
of the State of Florida  
CITY COUNCIL

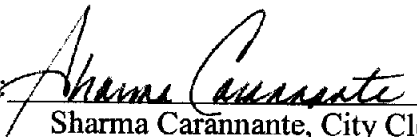
BY: \_\_\_\_\_  
Addie L. Greene, Chairperson

BY:   
Steven L. Abrams, Mayor

ATTEST:  
Sharon R. Bock,  
Clerk & Comptroller  
Circuit Court

ATTEST:

BY: \_\_\_\_\_  
Deputy Clerk

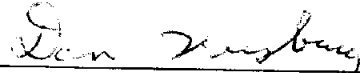
BY:   
Sharma Carannante, City Clerk

SEAL

SEAL

APPROVED AS TO TERMS  
AND CONDITIONS:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY:   
\_\_\_\_\_

BY:   
Diana Grub Frieser, City Attorney

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
COUNTY ATTORNEY

**JOINT PROJECT AGREEMENT BETWEEN PALM BEACH COUNTY AND THE  
CITY OF BOCA RATON FOR IMPROVEMENTS TO THE MILITARY TRAIL AND  
YAMATO ROAD INTERSECTION**

THIS AGREEMENT, made and entered into this      day of     , 2006, by and between: OCT 17 2006

THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and THE CITY OF BOCA RATON, FLORIDA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "CITY".

**WITNESSETH**

WHEREAS, the CITY desires to improve the intersection of Yamato Road and Military Trail, a COUNTY road, by adding a southbound right turn lane, hereinafter referred to as "INTERSECTION IMPROVEMENT"; and

WHEREAS, the CITY has requested the COUNTY fund the design and construction of the INTERSECTION IMPROVEMENTS; and WHEREAS, the INTERSECTION IMPROVEMENTS will improve the traffic safety and operations at the intersection of Yamato Road and Military Trail; and

WHEREAS, the County planned to make the INTERSECTION IMPROVEMENT as part of the widening of Yamato Road east of Military Trail, but deleted the INTERSECTION IMPROVEMENT due to lack of available right-of-way; and

WHEREAS, the City wishes to fund the right-of-way acquisition for the turn lane;

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

1. The above recitations are true and correct and are incorporated herein and are a part hereof by this reference.
2. The City agrees to:
  - a. The City shall be responsible, at no cost to the COUNTY, for obtaining the necessary Right-of-Way, which shall be dedicated to the COUNTY for the purpose of accomplishing the INTERSECTION IMPROVEMENT. The cost of the Right-of-Way is estimated to be \$83,000, however, the City shall be responsible for all Right-of-Way costs including, but not limited to appraisals, acquisition settlements, legal fees, and all costs up to and in excess of this estimate;
  - b. The CITY shall be responsible for designing and constructing the INTERSECTION IMPROVEMENT;
  - c. The CITY shall be responsible for the administration of consultant services for the design of the INTERSECTION IMPROVEMENTS;
  - d. The CITY shall be solely responsible for obtaining and complying with all necessary permits, approvals, and authorizations required for the INTERSECTION IMPROVEMENTS from any federal, state, regional or local agency and the COUNTY shall issue to the CITY any required permits and waive all fees which would normally be charged;
  - e. The CITY shall provide all construction drawings, specifications, and contract documents necessary to include this INTERSECTION IMPROVEMENTS work within the contract for Spanish River Boulevard, east of Military Trail.



- f. The CITY shall supervise and administer construction of the INTERSECTION IMPROVEMENT including disbursement of funds associated with the work.
  - g. The CITY shall contract for and obtain or provide all labor and materials necessary for the INTERSECTION IMPROVEMENTS;
  - h. The CITY shall require each contractor engaged by the CITY for work associated with this Agreement to maintain:
    - (a) Workers' Compensation coverage in accordance with Florida Statutes; and
    - (b) Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000). The CITY and COUNTY shall be included in the coverage as an additional insured; and
  - i. A payment and performance bond for the total amount of the improvements in accordance with Florida Statute 255.05, which may be included within the bond for the City's Spanish River Boulevard contract.
3. The COUNTY agrees to:
- a. The COUNTY shall be responsible for the funding of the INTERSECTION IMPROVEMENTS including design, contract preparation, bidding, award, construction, contract administration, and inspection pursuant to all applicable state and local laws and regulations. These costs are estimated to be \$90,222.48, however, the COUNTY shall be responsible for all costs up to and in excess of this estimate amount not to exceed \$150,000.

- b. The COUNTY will be invoiced by the City for and make payment of the cost of the total monthly invoice towards the Subject Road Improvements as stated in Paragraph 3 of this agreement. County Engineer shall have the right, but not the obligation, to inspect and approve the construction. City shall submit proof of payment to County's contract monitor or his designee in a form deemed satisfactory by County. In no event shall County have any payment obligation to any other entity or person.

City shall complete, execute and deliver not more than once a month a Contract Payment Request Form and a Contractual Services Purchases Schedule Form (hereinafter "County Forms"), attached hereto and incorporated herein as Exhibit "A" and a Certificate of Payment, all of which are required for each and every reimbursement requested by City. County Forms shall list: (i) each invoice payable by City; (ii) the vendor invoice number; (iii) invoice date; and (iv) the pro rata amount attributable to the County Obligation and payable by City. City shall attach a copy of each vendor invoice paid by City along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the program administrator and the program financial officer for City shall certify the total funds payable by City on the Project and shall also certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by City as indicated. The Certificate for Payment shall certify: (i) that all of the Invoices are true, accurate and complete copies of the originals; (ii) that City is current with regard to the payment of the invoices; (iii) a certification by the

City's engineer that all of the work for which Invoices have been submitted has been completed; and (iv) the total and aggregate dollar amount of all of the Invoices attached to the Certificate for Payment. Invoices received from City will be reviewed and approved by County indicating that the expenditures have been made in conformity with the requirements of this Agreement. Thereafter, they will be sent to County's Finance Department for final approval and payment within thirty (30) days following receipt of an acceptable Contract Payment Request Form and a Contractual Services Purchase Schedule Form.

4. The CITY shall use its best efforts to commence construction of the INTERSECTION IMPROVEMENT prior to December 2006. Should construction not be commenced prior to that date, this Agreement will terminate unless extended by the parties.
5. All parties agree that in the event either party fails to meet the necessary requirements outlined in this agreement, the defaulting party shall reimburse the other party(s) for expenses incurred to that point.
6. All notices, requests, consents and other communications required and permitted under this agreement shall be in writing and shall be by registered or certified mail to the following:

As to CITY:                      Robert J. DiChristopher, P.E.  
Director of Municipal Services  
City of Boca Raton  
201 W. Palmetto Park Road  
Boca Raton, FL 33432  
Phone: (561) 416-3409  
Fax: (561) 416-3343

With a Copy to:                Diana Grub Frieser, City Attorney  
City of Boca Raton  
201 W. Palmetto Park Road  
Boca Raton, FL 33432

As to COUNTY: Daniel Weisberg, P.E.  
Traffic Division  
Palm Beach County  
160 Australian Avenue  
West Palm Beach, FL 33406  
Phone: (561) 684-4030  
Fax: (561) 478-5770

With a Copy to: Marlene Everitt, Assistant County Attorney  
County Attorney's Office  
301 N. Olive Avenue  
West Palm Beach, FL 33401  
Phone: (561) 355-2225  
Fax: (561) 355-4398

7. The effective date of this Agreement shall be the date of full execution by all parties and upon filing with the Clerk of the Courts for Palm Beach County, Florida.
8. The COUNTY and the CITY recognizes that each is an independent contractor and not an agent or servant of the other. No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.
9. The parties to the Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver by either party, of the liability limits established in Section 768.28, Florida Statutes.

10. Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
11. Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder. The COUNTY and the CITY agree to budget and appropriate funds if available.
12. The COUNTY and CITY agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of this Agreement. The CITY will ensure that all contracts let for the INTERSECTION IMPROVEMENT pursuant to the terms of this Agreement will contain similar non-discrimination and equal opportunity clause.
13. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice exercising any of its rights.
14. Any costs or expenses (including attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provide, however, that this clause pertained only to the parties to the Agreement.
15. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein certify that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management

Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

16. This Agreement shall be construed by and governed by the laws for the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other of further exercise thereof.
17. The preparation of the Agreement has been a joint effort of the parties, and the resulting document shall not, solely as matter of judicial constraint, be construed more severely against one of the parties than the other.
18. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
19. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

[Remainder of this page is purposely left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

ATTEST:

Sharma Carannante  
Sharma Carannante, City Clerk

Date: 7/26/06

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
for City of Boca Raton

ATTEST:

[Signature]  
Sharon R. Book, County Clerk & Comptroller  
Deputy Clerk  
Date: OCT 17 2006

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

CITY OF BOCA RATON, FLORIDA

By: [Signature]  
Steven Abrams, Mayor

Date: 7/26/06

R2006 2191

OCT 17 2006

PALM BEACH COUNTY, FLORIDA BY  
ITS BOARD OF COUNTY  
COMMISSIONERS

[Signature]  
Karen T. Marcus

By: [Signature]  
for ~~Chair~~ Tony Masiotti, Chairman

Date: OCT 17 2006

APPROVED AS TO TERMS AND  
CONDITIONS

By: [Signature]

STATE OF FLORIDA, COUNTY OF PALM BEACH  
I, SHARON R. BOOK, Clerk & Comptroller  
do hereby certify that this is a true and correct copy of the original  
filed in my office on OCT 17 2006  
date of this filing is 10-26-2006  
[Signature]  
Deputy Clerk