

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 6, 2008

Consent
 Workshop

Regular
 Public Hearing

Department:

Submitted By: Engineering & Public Works
Submitted For: Roadway Production Division

Project No. 2003511

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A. Adopt a Resolution approving a County Incentive Grant Program (CIGP) Agreement with the State of Florida Department of Transportation (FDOT), in the amount of \$2,250,000 for the widening and reconstruction of Hypoluxo Road from Jog Road to Military Trail (Project).
- B. Approve a Budget Amendment of \$2,250,000 in the Road Impact Fee Fund – Zone 4 to recognize a CIGP Agreement with FDOT and appropriate it to the Project.

Summary: Through this Agreement, Palm Beach County (County) will receive a grant of \$2,250,000 from the CIGP for the Project. The County will be responsible for all costs above this grant.

District: 3 (MRE)

Background and Justification: The CIGP is intended to provide grants to counties to improve transportation facilities on the State Highway System. The Project will widen the existing segment of Hypoluxo Road from Jog Road to Military Trail. The County's funding for this project is in the currently adopted Five-Year Road Program for fiscal year 2008.

Attachments:

- 1. Location Sketch
- 2. Agreement (7 copies)
- 3. Resolution (7 copies)
- 4. Budget Amendment

Recommended by _____

Division Director

Date

Approved By: _____

County Engineer

Date

A. T. Webb

4/8/07

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	\$ - 0 -	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	<\$2,250,000>	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	<\$2,250,000>	-0-	-0-	-0-	-0-

* see section IIIA

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X
Budget Acct No.: Fund ___ Dept. ___ Unit ___ Object ___
Program _____

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

Road Impact Fee Fund - Zone 4
State Grant Capital-Transport
Hypoluxo/Jog Rd to Military

The County matching funds are in the FY 2008 Road Program and will be budgeted by means of a non-board transfer at the time of letting the Construction Contract

C. Departmental Fiscal Review: R.D. Ward 3/19/08

III. REVIEW COMMENTS

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

This project has an estimated cost of \$4,500,000.

Jim D. 4-16-08
OFMB
4/16/08
SU 4/14/08
CN 4/9/08

Dr. J. [Signature] 4/17/08
Contract Dev. and Control
4/17/08

B. Approved as to Form and Legal Sufficiency:

Madame [Signature] 4/24/08
Assistant County Attorney

This Contract complies with our contract review requirements.

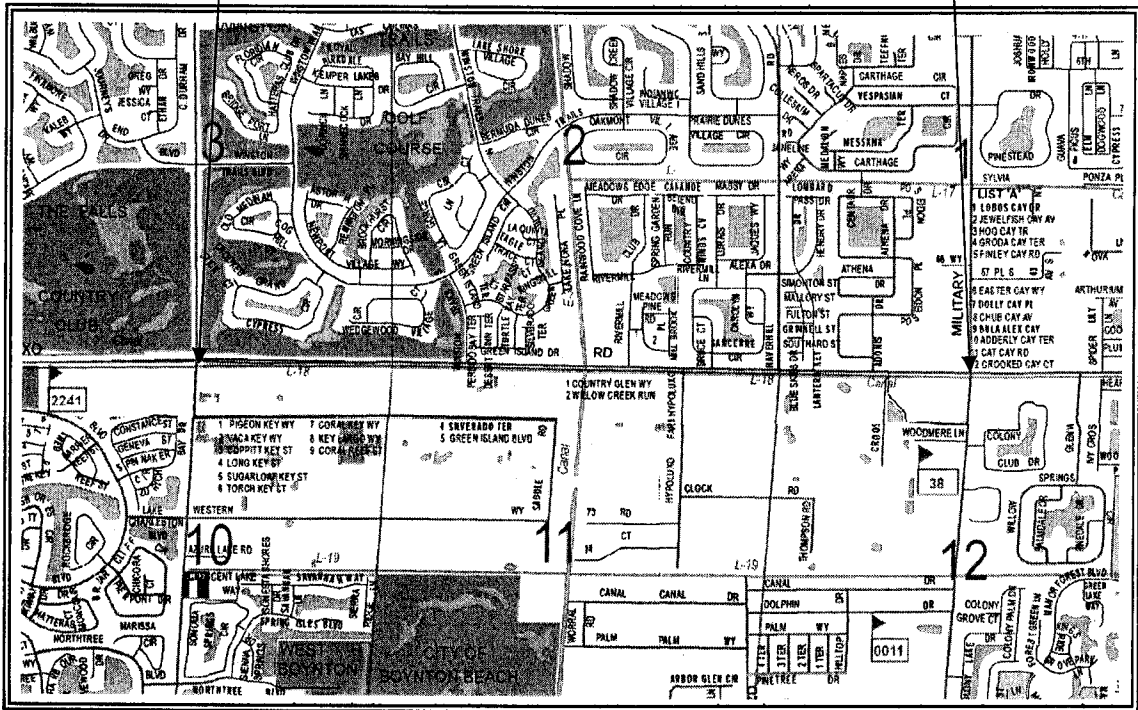
C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**PROJECT LOCATION
HYPOLUXO ROAD
JOG ROAD TO MILITARY TRAIL**

PALM BEACH COUNTY PROJECT #2003511



LOCATION MAP

Catalog of State Financial Assistance No. 55.008

Contract No.: _____
Financial Project No.: 423983-1-58-01
COUNTY: PALM BEACH

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
(County Letting)

This is an Agreement by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**DEPARTMENT**," and **PALM BEACH COUNTY**, hereinafter referred to as the "**COUNTY**."

WITNESSETH

WHEREAS, the **DEPARTMENT** has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the **COUNTY** has certified to the **DEPARTMENT** that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the **DEPARTMENT** is willing to provide the **COUNTY** with financial assistance under Financial Project No. 423983-1-58-01 for **WIDENING & RECONSTRUCTION OF HYPOLUXO ROAD FROM JOG ROAD TO MILITARY TRAIL**, hereinafter referred to as the "**PROJECT**," in accordance with Section 339.2817, Florida Statutes; and

WHEREAS, the **COUNTY** by Palm Beach County Board of County Commissioners Resolution No. on _____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement.

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

1-SERVICES AND PERFORMANCE

A. The **COUNTY** shall furnish the services with which to construct the **PROJECT**. Said **PROJECT** consists of: **CONSTRUCTION and CONSTRUCTION, ENGINEERING, & INSPECTION (CEI) SERVICES**, as further described in Exhibit A (Scope of Services) attached hereto and made a part hereof.

B. The **COUNTY** agrees to undertake the construction of the **PROJECT** in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The **COUNTY** shall be responsible for obtaining clearances/permits required for the construction of the

PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. COUNTY shall provide the DEPARTMENT with quarterly progress reports.

D. i) For projects located on the State Highway System, the DEPARTMENT must approve any consultant and/or contractor scope of services including project budget. COUNTY shall obtain DEPARTMENT approval of plans and specifications prior to bidding the project. This provision applies only to projects located on the State Highway System.

ii) The COUNTY must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2000), as amended.

E. The COUNTY shall not sublet, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.

F. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	TO COUNTY:
Leos A. Kennedy, Jr.	Holly Knight, P.E.
Florida Department of Transportation	Palm Beach County: Roadway Production
3400 W. Commercial Blvd.	2300 N. Jog Road, 3 rd Floor West
Ft. Lauderdale, Florida 33309	West Palm Beach, Florida 33411

2-TERM

A. Except as otherwise set forth herein, this AGREEMENT shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT or June 30, 2010, whichever occurs first, or unless terminated earlier in accordance with the terms of paragraph 7.

B. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3-COMPENSATION AND PAYMENT

A. The parties agree that the estimated total Project cost is **FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000.00)**. The parties further agree that the DEPARTMENT'S maximum participation is **TWO MILLION TWO HUNDRED FIFTY**

THOUSAND DOLLARS (\$2,250,000.00), for construction and CEI Services. All remaining costs of the Project will be borne by the **COUNTY**.

i) The **COUNTY** shall submit one invoice (4 copies) plus supporting documentation required by the **DEPARTMENT** to the Project Manager for approval and processing on a quarterly basis.

ii) In the event the **COUNTY** proceeds with the construction and construction engineering inspection services (CEI) of the **PROJECT** with its own forces, the **COUNTY** will only be reimbursed for direct costs (this excludes general and administrative overhead).

iii) All costs charged to the **PROJECT** shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the **DEPARTMENT'S** Comptroller under Section 334.044 (29), Florida Statutes.

C. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

D. The **COUNTY** must submit the final invoice to the **DEPARTMENT** within 180 days after the final acceptance of the project. Invoices submitted after the 180-day time period will not be paid.

E. The **DEPARTMENT'S** obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

F. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

G. Travel costs will not be reimbursed.

H. The **COUNTY** providing goods and services to the **DEPARTMENT** should be award of the following time frames. Upon receipt, the **DEPARTMENT** has ten (10) working days to inspect and approve the goods and services. The **DEPARTMENT** has twenty (20) dys to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

I. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to *Section 55.03(1), F.S.*, will be due and payable, in addition to the invoice amount, to the **COUNTY**. Interest penalties of less than one (1) dollar will not be enforced unless the **COUNTY** requests payment. Invoices that have to be returned to the **COUNTY** because of **COUNTY** 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**.