

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 20, 2009

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to: **A) adopt** Resolution approving a Locally Funded Agreement with the Florida Department of Transportation for pedestrian improvements under the US-1/SR-5 bridge; **B) execute** a State of Florida Department of Transportation Locally Funded Agreement with a total project cost of \$56,000 to construct pedestrian improvements under the southern end of the northern bridge spans adjacent to Burt Reynolds Park; **C) authorize** the County Administrator or his designee to execute any certifications, standard forms, or amendments to the Agreement that do not change the scope of work or terms and conditions of the Agreement; **D) authorize** the Director of the Parks and Recreation Department to serve as Liaison Agent with the Florida Department of Transportation for this project; **E) request** the Clerk of the Court make an advance payment of \$56,000 to State of Florida Department of Transportation in accordance with the requirements of the Locally Funded Agreement; and **F) approve** Budget Transfer of \$120,000 within the Park Improvement Fund from the Florida Boating Improvement Program reserve to Burt Reynolds Boat Ramp Improvements.

**Summary:** The Florida Department of Transportation (FDOT) is finalizing the plans and specifications for the US 1/SR 5 Low Level Bridges Replacement project adjacent to Burt Reynolds Park. The County has requested that FDOT incorporate pedestrian facilities underneath the southern end of the north bridge spans as part of the bridge construction project. The requested improvements will connect the east and west sides of Burt Reynolds Park and will provide a pedestrian underpass for boaters to launch and retrieve their vessels without having to cross US 1 at street grade, thereby resulting in more efficient use of the boat ramps and improving boater safety. Other improvements to be completed that are not part of the FDOT project include repairing four boat ramps on the east side of the park, expansion of boat trailer parking areas, sidewalks, and other related improvements. The proposed improvements will be paid for using Palm Beach County Florida Boating Improvement Program (FBIP) funding. A Locally Funded Agreement and advance funding in an amount not-to-exceed \$56,000 is necessary for FDOT to commence construction. Once complete the County will be required to maintain the pedestrian improvements in perpetuity. District 1 (AH)

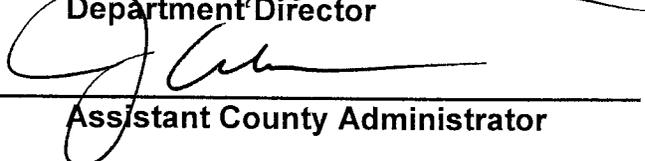
**Background and Justification:** The Locally Funded Agreement provides for advance funding for the proposed improvements prior to the commencement of construction. The FDOT project includes construction of a 100' x 12 concrete sidewalk, bollard lighting and a handrail underneath the southern end of the northern bridge spans. The bridge replacement project is scheduled to begin in the fall of 2010 and take 18 months to complete. The bridge construction will not adversely impact boat launching at Burt Reynolds Park.

**Attachments:**

1. Locally Funded Agreement
2. Resolution
3. Budget Transfer

Recommended by:   
Department Director

9/30/09  
Date

Approved by:   
Assistant County Administrator

10/6/09  
Date



RESOLUTION NO. 2009-\_\_\_\_\_

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING A LOCALLY FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTION FOR PEDESTRIAN IMPROVEMENTS ASSOCIATED WITH US 1/SR 5 LOW LEVEL BRIDGES REPLACEMENT PROJECT. THE COUNTY IS PREPARED TO ADVANCE FUNDING OF THE PROJECT PURSUANT TO SECTION 339.12 FLORIDA STATUTES.

**WHEREAS**, Florida Department of Transportation (FDOT) is completing the final design and specifications for the "US 1/SR 5 Low Level Bridges Replacement" adjacent to Burt Reynolds Park;

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that a Locally Funded Agreement with the FDOT to construct pedestrian facilities to connect the east and west sides of Burt Reynolds Park is in the community's interest and welfare; and

**WHEREAS**, the County will pay the FDOT \$56,000 prior to the commencement of construction to construction pedestrian improvements including; a 110' x 12' concrete sidewalk with bollard lighting, and a handrail; and

**WHEREAS**, the proposed improvements are eligible to receive Florida Boating Improvement Program funds (FBIP) as they will result in more efficient launching and retrieving of vessels.

**WHEREAS**, FBIP funding will be made available from the Park Improvement Fund – Florida Boating Improvement Program

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

**Section 1. Recitals**

The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Conflict with Federal or State Law or County Charter.**

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

**Section 3. Effective Date.**

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

COMMISSIONER JOHN F. KOONS, CHAIRMAN  
COMMISSIONER BURT AARONSON, VICE CHAIRMAN  
COMMISSIONER KAREN T. MARCUS  
COMMISSIONER SHELLEY VANA  
COMMISSIONER STEVEN L. ABRAMS  
COMMISSIONER JESS R. SANTAMARIA  
COMMISSIONER PRISCILLA A. TAYLOR

The Chairman hereupon declares the resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Sharon R. Bock, Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By \_\_\_\_\_  
Commissioner John F. Koons, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Anne Helfant, Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Dennis Eshleman, Director  
Parks and Recreation Department

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER**

BGEX 581

**FUND 3600 - PARK IMPROVEMENT**

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 9/18/2009	REMAINING BALANCE
<b><u>Burt Reynolds Boat Ramp Improvements</u></b>								
3600-581-P667-6520	Park Improvements	140,875	140,875	64,000		204,875	0	204,875
3600-581-P667-8101	Contributions Othr Govtl Agency	0	0	56,000				
<b><u>Boating Improvement Pgm (Fbip)</u></b>								
3600-581-9903-9908	Reserves - New Projects	476,673	476,673		120,000	356,673	0	356,673
<b>TOTAL</b>				<b>120,000</b>	<b>120,000</b>			

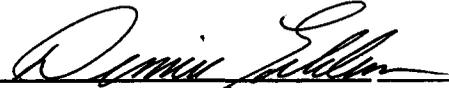
Signatures

Date

Parks and Recreation Department  
**INITIATING DEPARTMENT/DIVISION**

Administration/Budget Department Approval

OFMB Department - Posted

 9-22-09

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By Board of County Commissioners  
At Meeting of  
October 20, 2009  
Deputy Clerk to the Court

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LOCALLY FUNDED AGREEMENT**

THIS Locally Funded Agreement (hereinafter referred to as "AGREEMENT"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and PALM BEACH COUNTY located at 2700 SIXTH AVENUE SOUTH, LAKE WORTH, FLORIDA 33461, hereinafter called the COUNTY .

**WITNESSETH**

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the DEPARTMENT make certain improvements in connection with Financial Management (FM) Number 417506-1-52-03 (Funded in Fiscal Year 2009/2010) for the Construction of Pedestrian Improvements and Low Level Bridge Replacements of the Four (4) Bridges located on US-1/SR-5 in Palm Beach County, Florida. Refer to Exhibit "A" of this Agreement for a detailed Scope of Services; and

WHEREAS, for purposes of this Agreement, improvements to be made as stated above are hereinafter referred to as the PROJECT; and

WHEREAS, the improvements are in the interest of both the COUNTY and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the COUNTY by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 200\_\_\_\_, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the PROJECT, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The COUNTY agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the COUNTY'S input in its decisions.

5. The total cost for the Project referenced above, is estimated to be SEVENTEEN MILLION ONE HUNDRED SIXTY THOUSAND SEVEN HUNDRED FORTY NINE DOLLARS (\$17,160,749.00). The COUNTY'S share is in the estimated amount of FIFTY SIX THOUSAND DOLLARS (\$56,000.00), for pedestrian improvements under the southern end of the northern bridge span. In the event the actual cost of the pedestrian improvements is less than the COUNTY'S share of FIFTY SIX THOUSAND DOLLARS (\$56,000.00), the difference shall be refunded to the COUNTY. In the event the actual cost of the pedestrian improvements is more than the COUNTY'S share, any cost overruns or cost increases shall be the sole responsibility of the COUNTY.

The COUNTY agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount FIFTY SIX THOUSAND DOLLARS (\$56,000.00), towards the Project Costs.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Project No.: 417506-1-52-03. The DEPARTMENT shall utilize this amount towards costs of project 417506-1-52-03.

Payment shall be mailed to:  
Florida Department of Transportation  
Professional Services Unit  
Attention: Leos A. Kennedy, Jr.  
3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309-3421

- A. If the accepted bid amount plus allowances is in excess of the advance deposit amount, the COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent the accepted bid amount plus allowances are in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation. If the COUNTY cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT'S project manager indicating when the deposit will be made. The COUNTY understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project.
- B. If the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount plus allowances if such refund is requested by the COUNTY in writing.
- C. Should Project modifications occur that increase the COUNTY'S share of total Project costs, the COUNTY will be notified by the DEPARTMENT. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient

to fully fund its share of the Project. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation. Funds due from the COUNTY during the Project not paid within forty (40) days calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S.

- D. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the Project. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this AGREEMENT is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.
  - E. In the event the final accounting of total Project costs is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to *Section 55.03, F. S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
  - F. The payment of funds under this Locally Funded Agreement will be made directly to the Department for deposit.
6. The COUNTY may terminate this Agreement at any time if the bid amount is in excess of FIFTY SIX THOUSAND DOLLARS (\$56,000.00) for the pedestrian improvements under the southern end of the northern bridge span. If the COUNTY terminates this Agreement, the DEPARTMENT will make every effort to remit all payments made by the COUNTY to the DEPARTMENT within forty (40) calendar days.
  7. In the event it becomes necessary for the DEPARTMENT or the COUNTY to institute suit for the enforcement of the provisions of this AGREEMENT, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to such litigation shall be in Broward County.
  8. Should the DEPARTMENT and the COUNTY decide to proceed with subsequent phases of the Project, the AGREEMENT may be amended to identify the respective responsibilities and the financial arrangements between the parties.
  9. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of

the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.

10. 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 December 31, 2012 whichever occurs first.
11. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY, to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the COUNTY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the AGREEMENT without liability.
12. This AGREEMENT is governed by and construed in accordance with the laws of the State of Florida.
13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
14. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Attn: Leos A. Kennedy, Jr.  
With a copy to: Henry Oaikhena  
A second copy to: District General Counsel

If to the COUNTY:

Palm Beach County  
Department of Parks and Recreation  
2700 Sixth Avenue South  
Lake Worth, FL 33461  
Attn: Jean Matthews,  
Senior Planner  
With a copy to: Attorney

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. [Authorization has been given to enter into and execute this Agreement by Resolution No. \_\_\_\_\_, hereto attached.]

PALM BEACH COUNTY, Florida, A  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
NAME: JOHN F. KOONS  
TITLE: CHAIRMAN  
\_\_\_\_\_ day of \_\_\_\_\_, 2009

BY: \_\_\_\_\_  
ROSIELYN QUIROZ  
DIRECTOR OF TRANSPORTATION SUPPORT

SHARON R. BOCK ATTEST:

APPROVED: (AS TO FORM)

\_\_\_\_\_  
CLERK & COMPTROLLER (SEAL)  
CIRCUIT COURT

BY: \_\_\_\_\_  
DISTRICT GENERAL COUNSEL

APPROVED: (AS TO FORM)

APPROVED:

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

BY: \_\_\_\_\_  
PROFESSIONAL SERVICES ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

BY:   
DENNIS ESHLEMAN, DIRECTOR  
PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

# **EXHIBIT "A"**

## **SCOPE OF SERVICES**

US-1/SR-5 Pedestrian Improvements &  
Low Level Bridge Replacement  
FM# 417506-1-52-03

The COUNTY shall provide funds to the DEPARTMENT to assist with funding and construction of the Project. The DEPARTMENT shall perform services which are to include the construction of a 10 foot wide concrete sidewalk, bollard lighting and handrail underneath the southern end of the northern bridge spans as part of the bridge construction project. The construction of the Project will provide additional pedestrian improvements during the bridge replacement. The intended improvements will provide an underpass for boaters to launch and retrieve their vessels without having to cross US-1 at street grade, thereby resulting in more efficient use of the ramps and improving boater safety.