

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: August 17, 2010 Consent Regular
 Workshop Public Hearing

Department

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) State of Florida Department of Transportation (FDOT) Local Agency Program Supplemental Agreement No. 1 for Historic Jupiter-Indiantown Trail from Mack Dairy Road to Jupiter Farms Road (FM #425259-1-58-01) that modifies Local Agency Program Agreement R2010-0343 (Agreement) to: 1) reduce funding by \$291,481.05, 2) extend the time for completion of the funded project to June 30, 2011, and 3) add an Exhibit L; and

B) Budget Amendment of \$291,481 in the Environmental Capital Projects Fund to recognize the reduction in Agreement funding.

Summary: Per current FDOT practice, the Florida Stimulus Scenic Enhancement (FSSE) funding for construction of this phase of the Historic Jupiter-Indiantown Trail (Project) is being reduced because the bid price is lower than was estimated. The Supplemental Agreement amount of \$458,519 equals the bid price for items that are FSSE eligible plus a 12% allowance for construction engineering inspection. The time extension is needed to allow for weather and other contingencies that may interfere with completion of the Project. Exhibit L incorporates landscaping into the Project as a funded item. No matching funds were required. District 1 (JM)

Background and Justification:

Under a Local Agency Program Agreement (R2010-0343) executed by FDOT in January 2010, a maximum of \$750,000 in FSSE funds was allocated to reimburse the expenses of constructing a segment of the Northeast Everglades Natural Area Historic Jupiter-Indiantown Trail. During the plan development phase of the Project, landscaping was added to the Project scope for purposes of soils stabilization and environmental enhancement. In July, 2010, a construction contract was awarded to H & J Contracting, Inc. with Natural Areas Fund providing \$188,097 for FSSE ineligible contract items and contingencies (R2010-1130). The initial LAP Agreement timing was unusually short, therefore FDOT is agreeing to a six month extension of time to complete the Project items eligible for reimbursement.

Attachments:

1. Supplemental Agreement including Exhibits "B" and "L"
2. Budget Amendment (3654)

Recommended by: Richard E. Welsby 8/3/10
 Department Director Date

Approved by: [Signature] 8/11/10
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	(291,481)	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(291,481)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes x No _____
 Budget Account No.: Fund 3654 Department 381 Unit E460 RSRC 3138
 Program _____
 CFDA 20.205 ARRA 016B

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 FSSE funds in excess of construction contract award

C. Department Fiscal Review: *JP*

III. REVIEW COMMENTS

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

[Signature]

 OFMB

[Signature] 8/9/10

 Contract Development and Control

B. Legal Sufficiency: *PM 8/4/10*
[Signature] 8/10/10

 Assistant County Attorney

C. Other Department Review:

 Department Director

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 425259-1-58-01 CONTRACT NO. APT-26
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The Palm Beach County desires to supplement the original Agreement entered into and executed on January 12th, 2010 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 Historic Jupiter-Indiantown Road Length 2.02 miles

Termini From Mack Dairy Road to Jupiter Farms Road

Description of Work:

Construct a bicycle/pedestrian path running diagonally through the Palm Beach County's Cypress Creek Natural Area. This path will be built on the "Old Indiantown Road" from Mack Dairy Road to Jupiter Farms Road.

Reasons for Supplement:

The terms of the original agreement, referenced above, are hereby amended as follows:

- In accordance with Provision 2.02 of subject agreement, the Department hereby extends the time for completion of said services until June 30th, 2011.
- This supplemental agreement adds Exhibit L for Landscaping activities as it was not included in the original agreement.
- This Supplemental Agreement decreases the Original Agreement Amount by \$291,481.05, because the total awarded bid is in the amount of \$543,171.33. This amount includes \$133,779.41 in non-participating items which will be funded with Local Funds outside of this Agreement.
- Funding sources have been adjusted to fund Construction Engineering and Inspection (CEI) efforts in the amount of twelve percent (12%) of the total cost of participating items

Total bid Amount	\$	543,171.33
Non-Participating Items	\$	(133,779.41)
Total Participating Items	\$	409,391.92
CEI (12%)	\$	49,127.03
Total Amount to be funded	\$	458,518.95

- See Exhibit B attached hereto and made a part hereof which replaces Exhibit B attached to the original Agreement.

EXHIBIT B
SCHEDULE OF FUNDING

525-010-32
PRODUCTION SUPPORT
12/09

SUPPLEMENTAL NO. 1	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 425259-1-58-01 CONTRACT NO. APT-26
DUNS NO. 80-939-7102		

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					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	_____	_____	_____	_____	_____
2010-2011	_____	_____	_____	_____	_____
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E)					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	_____	_____	_____	_____	_____
2010-2011	_____	_____	_____	_____	_____
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	_____	_____	_____	_____	_____
2010-2011	_____	_____	_____	_____	_____
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	_____	_____	_____	_____	_____
2010-2011	_____	_____	_____	_____	_____
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010 FSSE	\$750,000.00	(\$291,481.05)	\$458,518.95	_____	\$458,518.95
2010-2011	_____	_____	_____	_____	_____
Total Construction Cost	\$750,000.00	(\$291,481.05)	\$458,518.95	\$0.00	\$458,518.95
Construction Engineering and Inspection (CEI)					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	_____	_____	_____	_____	_____
2010-2011	_____	_____	_____	_____	_____
Total CEI Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Construction & CEI Costs	\$750,000.00	(\$291,481.05)	\$458,518.95	\$0.00	\$458,518.95
TOTAL COST OF THE PROJECT	\$750,000.00	(\$291,481.05)	\$458,518.95	\$0.00	\$458,518.95

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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PRODUCTION SUPPORT
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EXHIBIT "L"

LANDSCAPE MAINTENANCE AGREEMENT (LMA)

Paragraph 13.14 is expanded by the following:

The Department and the Agency agree as follows:

1. Until such time as the project is removed from the project highway pursuant to paragraphs 3 and 5 of this LMA the Agency shall, at all times, maintain the project in a reasonable manner and with due care in accordance with a applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

- a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
- b) Properly mulch plant beds;
- c) Keep the premises free of weeds;
- d) Mow and/or cut the grass to the proper length;
- e) Properly prune all plants which responsibility includes removing dead or diseased parts of plant and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
- f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this LMA. In the event any part or parts of the project, including plants, has to be removed and replaced for whatever reason, then the shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a), may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties hereto that any portion of or the entire project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the project at its own cost. The Agency will own that part of the project it removed. After the 60-day removal period the Department will become the owner of the unresolved portion of the project, and the Department then may remove, relocate or adjust the project as it deems best, with the Agency being responsible for the cost incurred for the removal of the project.

4. This LMA may be terminated under any one of the following conditions:

- a) By the Department, if the Agency fails to perform its duties under this LMA following 15 days' written notice; or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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PRODUCTION SUPPORT
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EXHIBIT "L" (continued)

LANDSCAPE MAINTENANCE AGREEMENT (LMA)

b) By either party following 60-calendar days' written notice.

5. In the event this LMA is terminated in accordance with paragraph 4 hereof, the Agency shall have 60 days after the date upon which this LMA is effectively terminated to remove all or part of the remaining project at its own cost and expense. The Agency will own that part of the project it removed. After the 60-day removal period, the Department then may take any action with the project highway or all or part of the project it deems best, with the Agency being responsible for any removal costs incurred.

6. This LMA embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

7. This LMA may not be assigned or transferred by the Agency, in whole or in part, without consent of the Department.

8. This LMA shall be governed by and construed in accordance with the laws of the State of Florida.

9. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. mail, postage prepaid, registered or certified with return receipt requested:

a) If to the Department, addressed to:

Barbara Handrahan, Local Programs Administrator
Florida Department of Transportation
Program Management Office
3400 West Commercial Boulevard
Ft. Lauderdale, Florida 33309-3421

or at such other address as the Department may from time to time designate by written notice to the Agency; and

b) If to the Agency, addressed to:

Richard E. Waleski, Director
Environmental Resources Mgmt.; Palm Beach County
2300 N. Jog Road
West Palm Beach, Florida 33411

or at such other address as the Agency may from time to time designate by written notice to the Department.

10. This LMA, if attached as an exhibit to the Agreement, forms an integral part of the Agreement between the parties dated _____.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests, and other instruments.

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 425259-1-58-01 CONTRACT NO. APT-26
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY, Palm Beach County

STATE OF FLORIDA DEPARTMENT OF TRANSPORT

By: _____
 Name: Burt Aaronson
 Title: Chair

By: _____
 Name: _____
 Title: _____

Attest: _____
 Name: _____
 Title: _____

Attest: _____
 Name: _____
 Title: _____

Date: _____

Date: _____

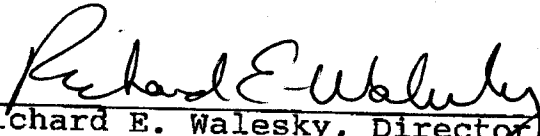
Approved
As to form and Legal Sufficiency

Legal Review:

Attorney

Office of the General Counsel

Approved as to
Terms and Conditions



 Richard E. Walesky, Director
 Dept. of Environmental Resources Management

2010 - 1089

BGEX - 380 - 080210*1914

BGRV - 380 - 080210*573

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

Fund 3654 Environmental Resources Capital Projects

ACCOUNT NAME AND NUMBER	ORIGINAL	CURRENT	INCREASE	DECREASE	ADJUSTED ENCUMBERED		REMAINING
	BUDGET	BUDGET			BUDGET	/ Expended	
						8/1/2010	
<u>REVENUES</u>							
381-E460 ARRA Jupiter Indiantown Trail 3138 Federal Indirect Grant	0	750,000	0	291,481	458,519	0	458,519
TOTAL RECEIPTS & BALANCES	17,614,876	20,260,362	0	291,481	19,968,881		
<u>EXPENDITURES</u>							
381-E460 ARRA Jupiter Indiantown Trail 6504 IOTB Infrastructure	0	938,097	0	291,481	646,616	0	646,616
TOTAL APPROPRIATIONS & EXPENDITURES	17,614,876	20,260,362	0	291,481	19,968,881		

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

Richard E. W. W. W. 8/3/10
J. W. W. 8-9-10

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

August 17, 2010

Deputy Clerk to the
Board of County Commissioners