

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 5, 2011

☒ Consent
☐ Workshop

☐ Regular
☐ Public Hearing

Department:

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Inter-local Agreement with the Solid Waste Authority (SWA) in the amount of \$21,671.56 as payment for Palm Beach County's (County) construction of a right turn lane and driveway connection at the SWA's new Recovered Materials Processing (RMP) facility on 45th Street.

SUMMARY: Approval of the Inter-local Agreement will allow the County's Engineering Department to construct a right turn lane and driveway connection at the RMP facility as requested by the SWA. SWA agrees to pay the total amount of \$21,671.56 to complete the construction of the turn lane and driveway connection.

District 6 & 7 (MRE)

Background and Justification: The County is currently reconstructing 45th from Jog Road to Haverhill Road (Project). A right turn lane and driveway connection was requested by the SWA to provide ingress and egress to the new Recovered Materials Processing facility. The additional right-of-way for the right turn lane has already been dedicated to the County. Since the County is currently constructing the Project, SWA is requesting the construction of a turn lane and driveway connection be added to the Project.

Attachments:

1. Location Sketch
2. SWA Inter-local Agreement for additional right turn lane (3 Originals)

Recommended by: Ornelis A. Fernandez

Division Director

Date

3/3/11

Approved by: S. J. Walsh

County Engineer

Date

3/14/11

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(\$21,672)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(\$21,672)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

[illegible]

Budget Account No:

Fund 3502 Dept 361 Unit 0967 Object 6994

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Fund - Zone 2
45th Street/Jog Road to Haverhill Drive
Solid Waste Authority

This work is already included in the budget and the construction contract.

C. Departmental Fiscal Review: April 14, 2014

III. REVIEW COMMENTS

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

A. OFMB Fiscal and/or Contract Dev. a

Contract Dev. and Control

This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

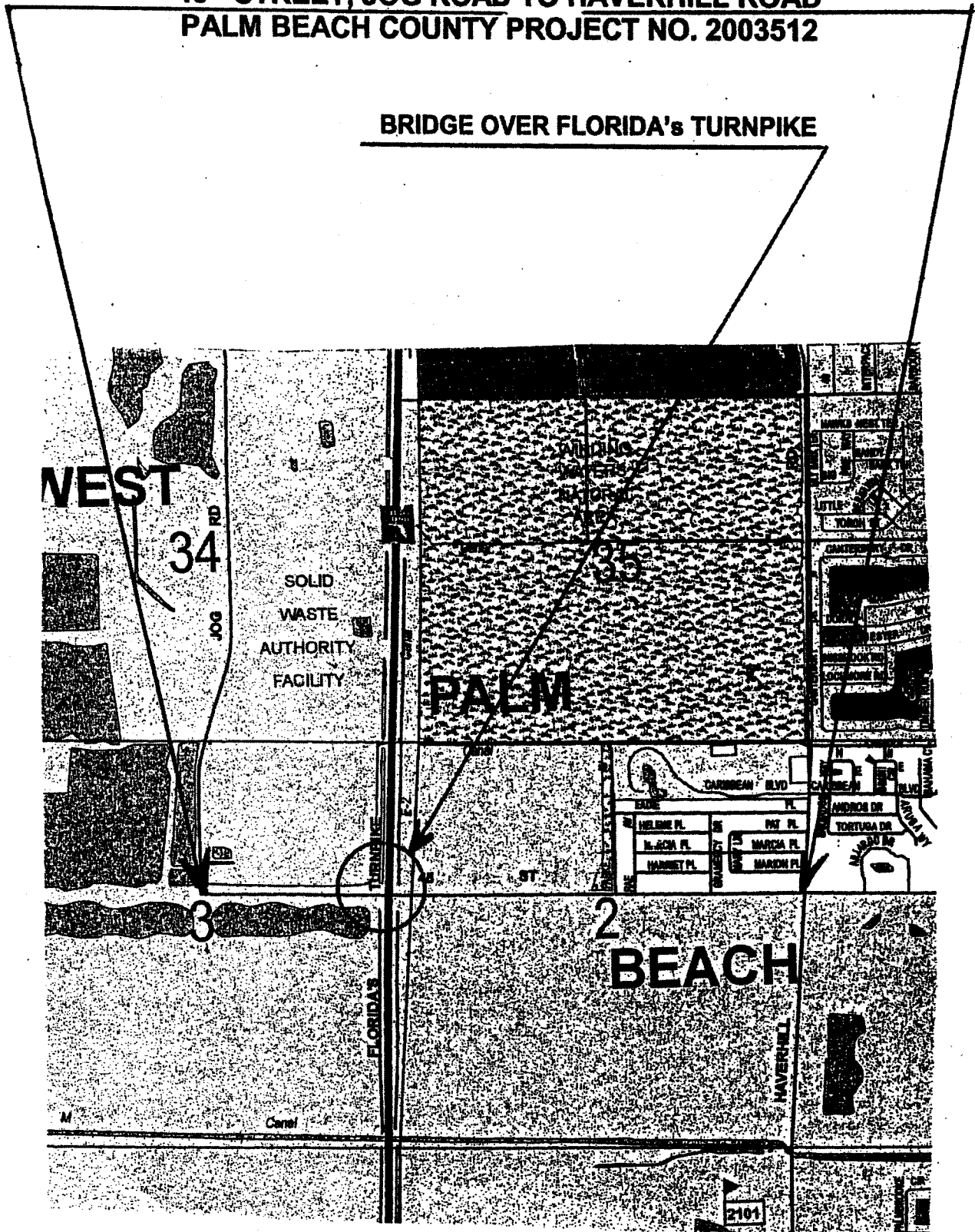
Department Director

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

PROJECT LOCATION

45th STREET, JOG ROAD TO HAVERHILL ROAD
PALM BEACH COUNTY PROJECT NO. 2003512

BRIDGE OVER FLORIDA'S TURNPIKE



LOCATION SKETCH



**INTERLOCAL AGREEMENT
FOR THE ADDITION OF A RIGHT TURN LANE AT THE
RECOVERED MATERIALS PROCESSING FACILITY AND 45TH STREET
IMPROVEMENT PROJECT**

This Interlocal Agreement ("Agreement") is made on _____, 2011, between the Solid Waste Authority of Palm Beach County, a special district created by Chapter 2001-331, Laws of Florida, ("Authority"), and Palm Beach County, a political subdivision of the State of Florida ("County"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

W I T N E S S E T H

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Palm Beach County Roadway division is currently undertaking a project to widen 45th Street and to replace the bridge spanning the Florida Turnpike; and

WHEREAS, the Authority wishes to have the County add to this project a right turn lane and driveway to provide access for east bound traffic to the new Recovered Materials Processing Facility on 45th Street.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Purpose

A right turn lane and driveway connection was requested by the Authority to provide ingress and egress to the new Recovered Materials Processing Facility (RMPF). The turn lane is required to accommodate the additional tractor-trailer traffic inbound as a deceleration lane for east bound traffic safety on 45th Street coming across the new bridge over the Florida Turnpike. The additional public right-of-way has already been dedicated for this improvement.

Section 2. Effective Date and Term

This Agreement shall take effect upon execution of the parties and shall continue until either completion of the work or January 1, 2012 whichever occurs first.

Section 3. Funding

The Authority agrees to pay a lump sum fee of \$21,671.56 to complete the Scope of Work attached in Exhibit A.

Section 4. Notice

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

County

Omelio A. Fernandez P.E., Director
Roadway Production Division
Vista Center
2300 North Jog Road
West Palm Beach, FL 33411-2745

Authority

Mark Hammond, Executive Director
Solid Waste Authority of PBC
7501 North Jog Road
West Palm Beach, FL 33412

Section 5. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

Section 6. Filing

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 7. Liability

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

Section 8. Remedies

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will 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 such 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 or further exercise thereof.

Section 9. Time of the Essence

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 10. Equal Opportunity Provision

Inspector General and Authority agree that no person shall, on the grounds of race, color, religion, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or disability be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Section 11. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 12. Severability

In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 13. Entirety of Agreement

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.

ATTEST:

SHARON R. BOCK
Clerk & Comptroller

By: _____
Clerk

PALM BEACH COUNTY, FLORIDA,
THROUGH ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Karen T. Marcus, Chair

(SEAL)

APPROVED AS TO FORM
AND CONDITIONS

By: _____
County Attorney

APPROVED AS TO
TERMS AND CONDITIONS

By: *Michael A. Fernald*
Director, Roadway Production Division

ATTEST:

By: *[Signature]*
Clerk to the Authority

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

By: *Shelley Vana*
Chair

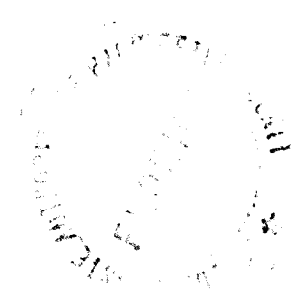


EXHIBIT A

<p>CONSTRUCTION COSTS FOR RIGHT TURN LANE (Sta 169+5.0 to 173+24.33) and DRIVEWAY (Sta 182+55.06 to 183+55) For SWA MATERIAL RECYCLING FACILITY 45th Street-Jog Road to Haverhill Road PBC Project No. 2003512</p>					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Mobilization(6.07% *)	1	LS	\$ 1,315.46	\$ 1,315.46
2	Maintenance Of Traffic (Includes Pedestrian M.O.T.) (1.31%*)	1	LS	\$ 283.90	\$ 283.90
3	Clearing & Grubbing (2.50%*)	1	LS	\$ 541.79	\$ 541.79
4	NPDES Compliance(See SPs) (0.14%*)	1	LS	\$ 30.34	\$ 30.34
5	Regular Excavation	27	CY	\$ 1.55	\$ 41.70
6	Embankment (Compacted in Place)	670	CY	\$ 2.80	\$ 1,876.00
7	Type "C" Stabilization (FBV 75)	683	SY	\$ 1.15	\$ 785.45
8	Base rock (8") (LBR 100) (2 LIFTS)	683	SY	\$ 7.45	\$ 5,088.35
9	Type S-I Asphaltic Concrete (1.5")	683	SY	\$ 4.25	\$ 2,902.75
10	Type S-III Asphaltic Concrete (1")	683	SY	\$ 3.10	\$ 2,117.30
11	Inlets (Curb) Type-S (<10')	1	EA	\$ 2,455.00	\$ 2,455.00
12	Concrete Pipe Culvert (18")	24	LF	\$ 25.90	\$ 621.60
	* Percentage derived from actual Bid for 45th St project				
	** Quantities as per Plan (sheet 12)				
	SUB-TOTAL				\$ 18,059.64
	PBC Staff Cost (20%)				\$ 3,611.93
	TOTAL				\$ 21,671.57