

Agenda Item #: 3-C-14

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 12, 2017	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

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

I. EXECUTIVE BRIEF

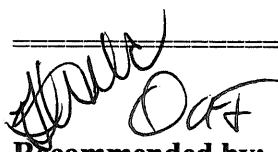
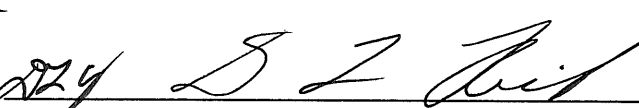
Motion and Title: Staff recommends motion to adopt: a Resolution approving a memorandum of agreement (MOA) with the Florida Department of Transportation (FDOT) for the construction of intersection improvements at Glades Road and US 441 (SR 7) and Glades Road and North Dixie Highway (Project).

SUMMARY: Adoption of this Resolution approving the MOA will allow FDOT to construct the project, which will consist of a third northbound and southbound left turn lane at Glades Road and US 441 (SR 7) and an extension of the northbound left turn lane at Glades Road and North Dixie Highway. The MOA is required since the project impacts Palm Beach County (County) road rights-of-way. Construction will be entirely funded by FDOT at an estimated cost of \$2,040,000. Districts 4 and 5 (LBH)

Background and Justification: Construction of the project will be within County road rights-of-way and will include roadway widening, milling, resurfacing and restriping. The Engineering Department has determined that the improvements are beneficial to the County. FDOT requires execution of this MOA to provide authority for FDOT to construct improvements in County road rights-of-way and for the County to commit to maintain the improvements after completion of the project. The Resolution will become Exhibit B to the MOA upon adoption.

Attachments:

1. Location Map
2. Resolution (5)
3. Agreement with Exhibit "A" (5)

 Recommended by:	 Department Director	8/22/17 Date
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Approved By:	 Assistant County Administrator	8/24/17 Date
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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
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>-0-</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>\$ **</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget?	Yes	No
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Budget Account No:

Fund	Dept	Unit	Object
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Recommended Sources of Funds/Summary of Fiscal Impact:

**This item has no immediate fiscal impact. FDOT will be funding the improvements. Maintenance funding in future years will be subject to budget approval.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

APD 8/15
OFMB ET 8/15

Don S. Jacobson 8/23/17
Contract Dev. and Control
8/23/17 TW

B. Approved as to Form and Legal Sufficiency:

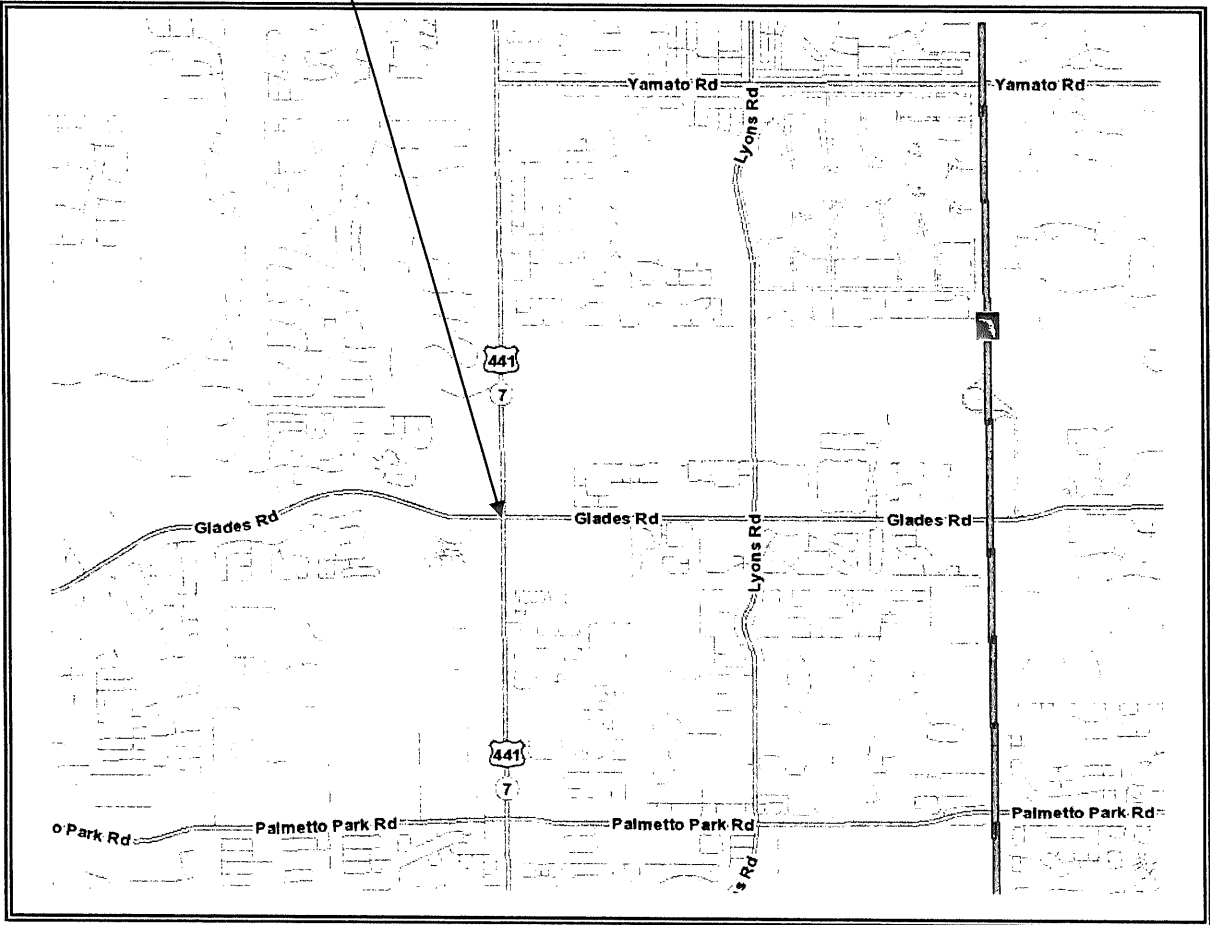
8/29/17 M. Fleman
Assistant County Attorney

C. Other Department Review:

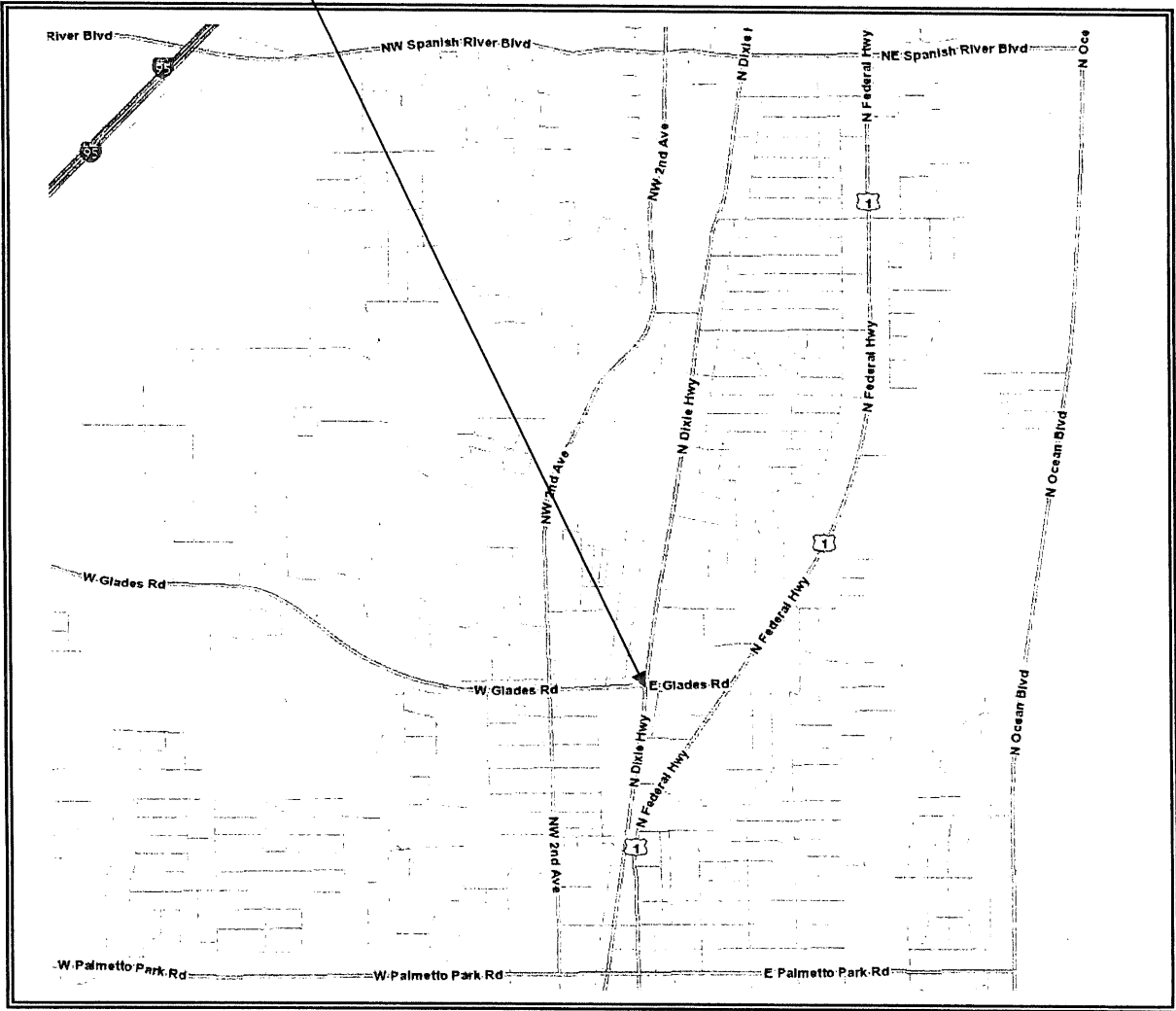
Department Director

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

GLADES ROAD & US 441 (SR 7)



GLADES ROAD & N DIXIE HIGHWAY



RESOLUTION NO. R-2017-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT GLADES ROAD AND US 441 (SR 7) AND GLADES ROAD AND NORTH DIXIE HIGHWAY.

WHEREAS, the Florida Department of Transportation (FDOT) intends to construct intersection improvements at Glades Road and US 441 (SR 7) and at Glades Road and North Dixie Highway (Project); and

WHEREAS, the FDOT has requested that Palm Beach County (County) enter into a Memorandum of Agreement (MOA) outlining the responsibilities of each party with respect to the construction of the Project; and

WHEREAS, the County Engineering Department supports the planned improvements to be made; and

WHEREAS, the FDOT will be responsible for construction and funding of the Project; and

WHEREAS, the County will be responsible for maintaining the improvements after completion of the Project; and

WHEREAS, the Board of County Commissioners has determined execution of the MOA to be in the best interest of the citizens and residents of the County.

(Intentionally Left Blank)

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Mayor is hereby authorized to execute the MOA.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein.
2. This Resolution will take effect upon its adoption.

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 Paulette Burdick, Mayor	-
Commissioner, Melissa McKinlay, Vice Mayor	-
Commissioner Hal R. Valeche	-
Commissioner Dave Kerner	-
Commissioner Steven L. Abrams	-
Commissioner Mary Lou Berger	-
Commissioner Mack Bernard	-

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2017.

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

APPROVED AS TO FORM
LEGAL SUFFICIENCY

SHARON R. BOCK, CLERK AND AND
COMPTROLLER

By: _____
Assistant County Attorney

By: _____
Deputy Clerk

SECTION No.: N/A
FM No.: 233166-2-52-01
AGENCY: PALM BEACH COUNTY
S.R. No.: N/A
C.R.: North Dixie Highway and
Glades Road

DISTRICT FOUR
MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over North Dixie Highway, as part of the Palm Beach County Roadway System from the Broward/Palm Beach County Line to Linton Boulevard; and has jurisdiction over Glades Road, as part of the Palm Beach County Roadway System from CR-798/West Palmetto Park Road to SR-7/US-441; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY geographical limits and the AGENCY is desirous of having this improvement constructed; and

WHEREAS, the DEPARTMENT and the AGENCY are desirous of having the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 233166-2-52-01, which involves intersection improvements at the intersections of Glades Road and North Dixie Highway and Glades Road at SR-7/US-441; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution on the ____ day of _____, _____, a copy of which is attached hereto as Exhibit B and by this reference made a part hereof, desires to enter into this Agreement and authorizes its representatives to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project, as more particularly described in **Exhibit A**.
2. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property to construct this Project. No further permit or agreement shall be required to construct this Project.

3. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for Mowing and Litter Removal during the duration of the Project.
4. It is understood and agreed by the parties that upon "final acceptance" by the DEPARTMENT of the Project (as that term is described in the Standard Specifications for Roadway and Bridge Construction dated January 2017, as amended by contract documents), and notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of said Project within the AGENCY's right-of-way, at its own cost. Maintenance of said Project includes, but is not limited to, roadway maintenance. The DEPARTMENT shall give the AGENCY ten (10) days notice before final acceptance.
5. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
6. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
7. Drainage: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to ensure existing drainage patterns are maintained, resulting in no adverse drainage-related impacts from the final roadway improvements.
8. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, in order to construct the Project including but not limited to executing documents, allowing the DEPARTMENT or its contractor to enter into any real property owned, possessed and controlled by the AGENCY, or any other occupancy right the AGENCY may have.
9. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the Final Proposed Construction plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
10. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
11. Additional Insured: The DEPARTMENT shall include the following paragraph as part of Section 7-13.2 of the Standard Specifications for Road and Bridge Construction, as amended, applicable to the Project:

Cause Palm Beach County to be an additional insured party on the Contractor's Commercial General Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.

12. LIST OF EXHIBITS

- **Exhibit A:** Project Improvements and Scope
- **Exhibit B:** Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

AGENCY

ATTEST:

PALM BEACH COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

_____ day of _____, 20____

Approved as to terms and condition:

By: _____

Approved as to form:

By: _____
County Attorney

DEPARTMENT

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary
(SEAL)

By: _____
Transportation Development Director

_____ day of _____, 20____

Approval:

Office of the General Counsel (Date)

SECTION No.: N/A
FM No.: 233166-2-52-01
AGENCY: PALM BEACH COUNTY
S.R. No.: N/A
C.R.: North Dixie Highway and
Glades Road

EXHIBIT A

PROJECT IMPROVEMENTS AND SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way.

A. Glades Road from west of Diego Drive East to SR-7/US-441

a. Typical Sections

i. Glades Road from Diego Drive East to Calle Comercio – Westbound Only

1. No work proposed in the median and on the eastbound side of Glades Road.
2. Proposed three 11-foot wide westbound travel lanes. The outside (third) westbound travel lane ends west of Diego Drive East.
3. Proposed four-foot wide un-designated bicycle lane. The designated westbound bicycle lane ends at Calle Comercio.
4. Proposed outside curb and gutter. Existing median curb and gutter will remain.

ii. Glades Road from Calle Comercio to SR-7

1. Proposed three 11-foot wide westbound travel lanes. The center and inside westbound travel lanes widens to 15-feet wide at the SR-7 intersection.
2. Proposed westbound four-foot wide designated bicycle lane.
3. Proposed six-foot wide concrete median with Type F curb and gutter.
4. Proposed two 11-foot wide eastbound left turn lanes.
5. Proposed three 11-foot wide eastbound thru lane.
6. Proposed eastbound five-foot wide bicycle keyhole.
7. Proposed 11-foot wide eastbound right turn lane.
8. Existing six-foot wide sidewalk on both sides to remain.
9. Existing outside curb and gutter on both sides to remain.
10. The outside curb and gutter and sidewalk on the northwest corner of the Glades Road at SR-7 intersection will be reconstructed to accommodate the 45-foot wide pavement width for the triple left turn traffic movement from northbound SR-7.

b. Pavement: The pavement will be milled and resurfaced within the following limits:

- i. Eastbound Glades Road from Calle Comercio to SR-7/US-441. No modifications are proposed from Diego Drive East to Calle Comercio.
- ii. Westbound Glades Road from west of Diego Drive East to SR-7/US-441.

Pavement widening is proposed on westbound Glades Road between west of Diego Drive East to Calle Comercio.

c. Drainage: The existing open drainage system will be modified to accommodate the pavement widening on westbound Glades Road between west of Diego Drive East and Calle Comercio.

- d. Signing and Pavement Markings: New signs and pavement markings will be installed to accommodate the proposed typical section.
 - e. Signalization: New signal structures will be installed at the intersection.
- B. North Dixie Highway between NE 11th Street and Glades Road
- a. Typical Section:
 - i. Existing three-foot wide paved shoulder area on both sides to remain.
 - ii. Existing two 11-foot wide southbound thru lanes to remain.
 - iii. Existing two 11-foot wide northbound thru lanes to remain.
 - iv. An existing 12-foot wide optional left turn lane to remain. The northbound left turn lane is being extended by 200 feet.
 - v. Existing six-foot sidewalks on both sides to remain.
 - vi. Existing outside curb and gutter on both sides to remain.
 - b. Pavement: The pavement will be milled and resurfaced.
 - c. Signing and Pavement Markings: New pavement markings will be installed to accommodate the extension of the northbound left turn lane.