

Agenda Item #: 3-C-11

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 20, 2018 Consent Regular
 Workshop 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 highway maintenance memorandum of agreement (MMOA) with the Florida Department of Transportation (FDOT) for the construction of improvements on the Forest Hill Boulevard bridge over South Florida Water Management District's (SFWMD) C-51 Canal and within the Crestwood Boulevard right-of-way (Project).

SUMMARY: Adoption of this Resolution approving the MMOA will allow FDOT to construct the Project. This includes widening the Forest Hill Boulevard bridge over SFWMD's C-51 Canal to accommodate a northbound to eastbound free flow right turn, new sidewalks and updated traffic railings, as well as minor modifications within the Crestwood Boulevard right-of-way that include median nose modification, milling and resurfacing of pavement, and installation of new pavement markings. The MMOA is required since the Project impacts the County maintained Forest Hill Boulevard bridge over the SFWMD C-51 Canal. Construction will be funded entirely by FDOT at an estimated cost of \$4,971,306. District 6 (LBH)

Background and Justification: Construction of the project will be within County road rights-of-way and will include bridge widening, milling, resurfacing and restriping. The Engineering Department has determined that the improvements are beneficial to the County. FDOT requires execution of this MMOA 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.

Attachments:

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

MR. OCF
Recommended by: _____ David I. Best _____ 11/5/2018
County Engineer Date

Approved By: _____ JDO _____ 11/15/18
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ **	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No X

Budget Acct No.: Fund__ Dept.__ Unit__ Object
 Program

Recommended Sources of Funds/Summary of Fiscal Impact:

**This item has no fiscal impact.

C. Departmental Fiscal Review: Shwillite

III. REVIEW COMMENTS

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

Lisa Pome 11/5/18
 OFMB 9/11/18
com 11/5 Lucy Sullivan for Devin Jacobowitz
 Contract Dev. and Control 11/16/18

B. Approved as to Form and Legal Sufficiency:

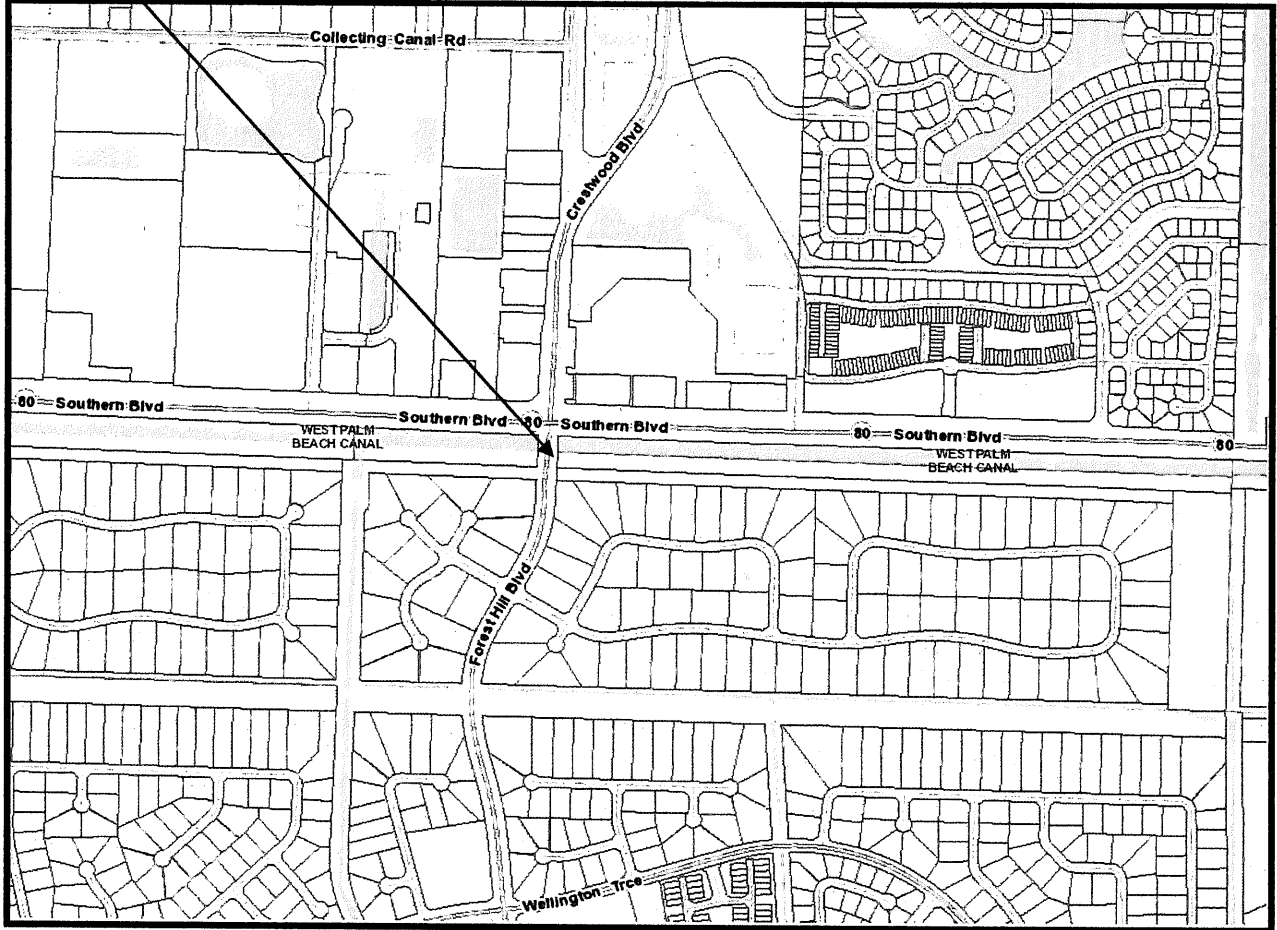
M. Hemen 11/13/2018
 Assistant County Attorney

C. Other Department Review:

 Department Director

LOCATION MAP

FOREST HILL BOULEVARD BRIDGE OVER THE SFWMD C-51 CANAL



RESOLUTION NO. R-2018-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING THE HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION THAT INVOLVE THE FOREST HILL BOULEVARD BRIDGE OVER SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S C-51 CANAL AND CRESTWOOD BOULEVARD.

WHEREAS, the Florida Department of Transportation (FDOT) will construct certain improvements, more particularly described as Financial Project ID 436307-1-52-01, which involves widening the Forest Hill Boulevard bridge (No. 934213) over South Florida Water Management District's C-51 Canal and performing minor intersection modifications within the Crestwood Boulevard right-of-way (Project); and

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

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

WHEREAS, the County Engineering Department supports 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 MMOA 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 MMOA.

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 for its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

District 1:	Hal R. Valeche	-
District 2:		-
District 3:	Dave Kerner	-
District 4:		-
District 5:	Mary Lou Berger	-
District 6:	Melissa McKinlay	-
District 7:	Mack Bernard	-

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2018.

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

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

SHARON R. BOCK, CLERK AND
COMPTROLLER

By: _____

By: _____

Assistant County Attorney

Deputy Clerk

SECTION No.: 93120000
FM No.: 436307-1-52-01
AGENCY: Palm Beach County
C.R. No.: N/A

**DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, 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** collectively referred to as Parties.

WITNESSETH:

WHEREAS, the **AGENCY** has jurisdiction over **FOREST HILL BOULEVARD & CRESTWOOD BOULEVARD**, as part of the County Roadway System for the crossing of South Florida Water Management District (SFWMD) Canal C-51; 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, pursuant to such authority, the **DEPARTMENT** and the **AGENCY** are desirous of having the **DEPARTMENT** construct certain improvements more particularly described as Financial Project ID 436307-1-52-01, which involves Forest Hill Boulevard Bridge (No. 934213) over SFWMD Canal C-51 and Crestwood Blvd improvements; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the **AGENCY** to maintain the Project; and

WHEREAS, the **DEPARTMENT** may not spend state funds for Off-system projects; and

WHEREAS, upon acquisition of the necessary right-of-way, if needed, the **DEPARTMENT** will proceed to construct the Project; 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 _____, 20___, a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers 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, including easements on property acquired by the DEPARTMENT, 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.
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 2017, as amended by contract documents), and Notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of said roads and bridge improved by the Project within the Agency's right-of-way, at its own cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (a) FDOT Design Manual (FDM), current edition, (b) Florida Green Book dated 2016, as amended (c) Governing standards and specifications: FDOT Standard Plans dated FY 2018-19, as amended (d) Standard Specifications for Roadway and Bridge Construction dated January 2019, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes, but is not limited to, Bridge No. 934213 over SFWMD Canal C-51 and the associated features (asphalt overlay, signing and markings). The Department shall give the AGENCY ten (10) days notice before final acceptance.
 - The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the Project.
5. No additional right of way is required for the Project. The Project can be completed within the AGENCY's public right of way.
6. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
7. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant. Further the AGENCY shall be in compliance with all permits after the construction is complete and the improvements are transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the DEPARTMENT or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the AGENCY shall be the applicant.
8. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to

accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by permit, as necessary.

- a. AGENCY'S UTILITIES: The AGENCY shall be responsible for relocating and adjusting its own utilities including connection with utility customers.
9. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
 10. 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.
 11. E-verify requirements: The AGENCY:
 - shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
 - shall expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term.
 12. 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.
 13. 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, Division 1, General Requirements and Covenants (January 2019), as amended, applicable to this Project:

"Cause Palm Beach County to be an additional insured party on the Contractor's Public Liability and Property Damages Liability Insurance policies that insure the Contractor for the described work that it performs under the contract."
 14. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
 15. LIST OF EXHIBITS
 - **Exhibit A:** Project Scope

[This space intentionally left blank.]

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

AGENCY

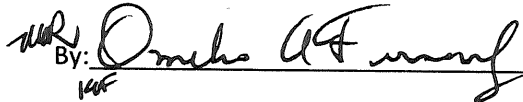
ATTEST:

PALM BEACH COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

_____ day of _____, 20____

Approved as to terms and condition

By:  _____
10/16

Approved as to form by Office of County Attorney

By: _____

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.: 93120000
FM No.: 436307-1-52-01
AGENCY: Palm Beach County
C.R. No.: N/A

EXHIBIT A

PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing Forest Hill Boulevard and Crestwood Boulevard right-of-way.

Within the Forest Hill Blvd right of way, the project consists of widening the existing Forest Hill Blvd Bridge No. 934213 over the SFWMD Canal C-51.

Improvements to Bridge No. 934213 include:

- West side of bridge
 - Outside widening (all spans) to accommodate 15-foot receiving lanes
 - 6.5-foot sidewalk
 - Vertical face traffic railing and aluminum bullet railing
- East side of bridge
 - Outside widening (northern 3 spans only) to accommodate free flow right turn
 - Variable width sidewalk (6-foot minimum)
 - Type F traffic railing and aluminum bullet railing
- Full asphalt overlay removal and replacement.
- Thermoplastic pavement markings

Within the Crestwood Blvd right of way, the projects consist of:

- Sidewalk connections
- Curb return connections
- Minor modifications to the median traffic separator nose
- Milling and resurfacing
- Thermoplastic pavement markings