

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 5, 2019

{X} Consent { } Regular
{ } Public Hearing { } Workshop

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:


- A) **adopt** a Resolution to approve a Highway Maintenance Memorandum of Agreement (HMMOA) with the Florida Department of Transportation (FDOT) to construct certain improvements more particularly described as Financial Project ID 436894-4-52-01 for the replacement of Seminole Drive over the L-16 Canal bridge (Project); and
- B) **approve** an HMMOA with the FDOT for the Project.


SUMMARY: FDOT, in coordination with the County, is designing, permitting and constructing the Project. The Project includes replacing the existing bridge with a new bridge with two 12 foot lanes, five foot designated bike lanes and six foot sidewalks on both sides. As a requirement of the Local Initiatives Program between Palm Beach County (County) and FDOT, an HMMOA must be executed by the Board of County Commissioners prior to the Project going to production. FDOT requires the County to adopt a resolution approving the HMMOA and to execute the HMMOA itself. District 3 (LBH)

Background and Justification: This Project was identified for replacement by the County using the Palm Beach Metropolitan Planning Organization 2014 Local Initiative Program funding. The production date for the Project is June 3, 2019.

Attachments:

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

Recommended By:  1/15/2019
County Engineer Date

Approved By:  1/28/19
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: Alice Kovalainen

III. REVIEW COMMENTS

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

[Signature] 1/15/19
 OFMB
 8/1/15
 Jan 1/15

[Signature] 1/23/19
 Contract Dev. and Control
 1/28/19 TW

B. Approved as to Form and Legal Sufficiency:

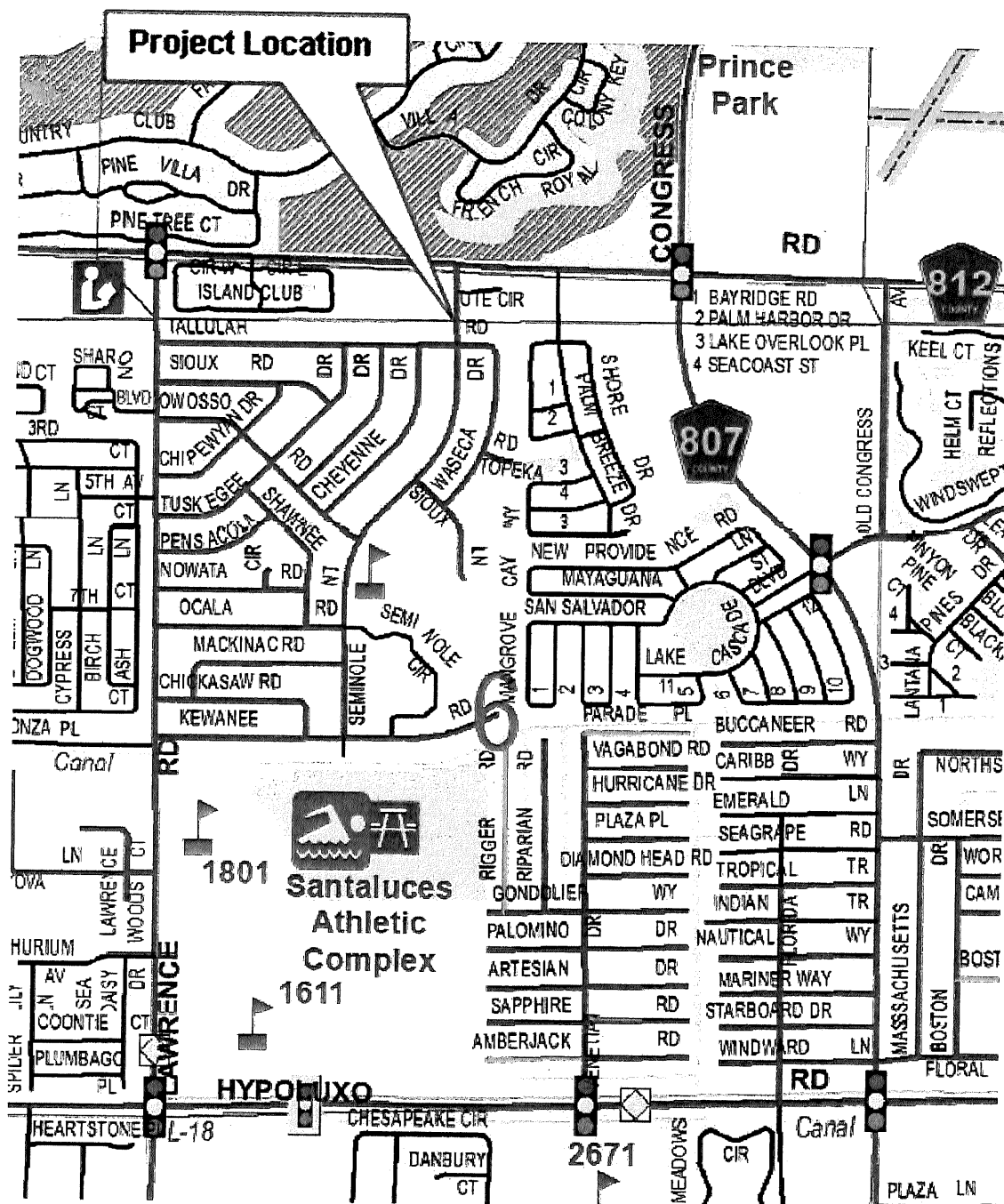
[Signature] 1/28/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

SEMINOLE DR. OVER L-16 CANAL BRIDGE



LOCATION SKETCH

RESOLUTION NO. R-2019-

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 FOR THE REPLACEMENT OF SEMINOLE DRIVE OVER THE L-16 CANAL BRIDGE.

WHEREAS, the Florida Department of Transportation (FDOT) will construct certain improvements, more particularly described as Financial Project ID 436894-4-52-01, for the replacement of Seminole Drive over the L-16 Canal bridge (Project); and

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

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

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

WHEREAS, the County Engineering Department supports the Project; and

WHEREAS, the Board of County Commissioners has determined execution of the HMMOA 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 HMMOA.

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 7:	Mack Bernard, Mayor	-
District 3:	Dave Kerner, Vice Mayor	-
District 1:	Hal R. Valeche	-
District 2:	Gregg K. Weiss	-
District 4:	Robert S. Weinroth	-
District 5:	Mary Lou Berger	-
District 6:	Melissa McKinlay	-

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2019.

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: _____
Yelizaveta B. Herman,
Assistant County Attorney

By: _____
Deputy Clerk

SECTION No.: 93900
FM No.: 436894-4-52-01
AGENCY: PALM BEACH CO.
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 Seminole Drive over L-16 Canal, as part of the **COUNTY** Roadway System; 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 436894-4-52-01 which involves the replacement of the existing bridge; 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 recitals set forth above are true and correct and are deemed to be restated herein.

2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project, as more particularly described in Exhibit A. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
3. 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.
4. The AGENCY shall continue to maintain the existing roadway under its jurisdiction 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.
5. 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 2018, as amended by contract documents), and Notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of said Project, within 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 Design Standards dated FY 2018-19, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2018, 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 and associated structures, flexible pavement, sidewalks, and signing and pavement markings. The Department shall give the AGENCY ten (10) days' notice before final acceptance.
 - 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 and be responsible for the permits related to the Project. Further, the AGENCY shall be in compliance with all permits after the construction is complete. 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 Agreement 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. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
 14. 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."
 15. LIST OF EXHIBITS
 - **Exhibit A:** Project Scope

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

AGENCY

ATTEST:
SHARON R. BOCK

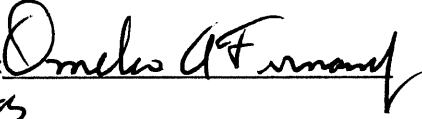
PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA, by and through its
BOARD OF COUNTY COMMISSIONERS

Clerk & Comptroller (SEAL)

By: _____
Mack Bernard, Mayor

Approved as to Terms and Conditions

_____ day of _____, 20____

By: 
AKS

Approved as to Form and Legal Sufficiency

By: 
Assistant 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.: 93900
FM No.: 436894-4-52-01
AGENCY: PALM BEACH CO.
C.R. No.: N/A

EXHIBIT A

PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing Seminole Drive over LWDD L-16 canal right-of-way.

Typical Section

- Bridge – Includes two-12-foot travel lanes, 5-foot designated bike lanes on both sides of the bridge and 6-foot 2-inch sidewalks with a 1-foot, 3-inch barrier on both sides of the bridge, raised from the deck by 6 inches.
- Roadway – Includes two-12-foot travel lanes, a 4-foot paved shoulders.
- Sidewalk – Existing sidewalk to remain.

Signing and Pavement Markings

- Includes signing and pavement markings along Seminole Drive within the project limits.

Permits

- The FDOT will acquire in the AGENCY's name a SFWMD, USACE and LWDD permits.

Drainage

- The proposed design will maintain existing drainage patterns.