PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	**March 10, 2026**	**[X] Consent**	**[ ] Regular**
		[ ] Workshop	**[ ] Public Hearing**

Department: **Engineering and Public Works**
Submitted For: **Traffic Division**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) **adopt** a Resolution approving the State of Florida (State) Funded Grant Supplemental Agreement (Supplemental) with the Florida Department of Transportation (FDOT), amending the State Funded Grant Agreement (R2025-0110) approved by the Board of County Commissioners (BCC) on January 14, 2025 (Agreement) for design, construction and construction engineering inspection (CEI) of an adaptive traffic control system (ATCS) along Okeechobee Boulevard between I-95 and Flagler Drive (Project), to delete references to construction work and related requirements and address minor typographical errors; and

B) **approve** the Supplemental with the FDOT.

Summary: The State appropriated $2,750,000 for Palm Beach County (County) to design and implement an ATCS on Okeechobee Boulevard, from the I-95 overpass to Flagler Drive. The Agreement requires the County to design and oversee the construction and CEI services required to complete the Project, and be responsible for any costs exceeding $2,750,000. The Supplemental clarifies the scope of the Project and deletes references to any construction work and related requirements. The Project will be implemented as furnish and install through the purchasing procurement process. The County estimates Project costs to be $2,783,476. **The local match of $33,476 is 1.20% of the estimated Project cost.** Once the Project is complete, the County agrees to maintain the Project. The Catalog of State Financial Assistance (CSFA) number for this grant is 55.039 Highway Operations. The Supplemental also resolves minor typographical errors in the Agreement. The Project's cost and schedule will not be impacted by the Supplemental. On November 5, 2024 (R2024-1528) the BCC approved Consultant Service Authorization No. 2 to identify a compatible ATCS that will work with the existing traffic signal system, develop the request for proposal documents for a design build contract to implement the Project, and perform a study to evaluate the performance of the implemented ATCS. Districts 2 & 7 (YBH)

Background and Justification: A solicitation to furnish and install the ATCS was advertised in 2025 and selected on January 28, 2026. Contractor award is estimated for March 2026. The Engineering and Public Works Department recommends BCC approval.

Attachments:
1. Location Map
2. Resolution (3)
3. Supplemental Agreement with Exhibits A and O (3)

Recommended by: _____ 2/10/26
YBH/TEL — County Engineer — Date

Approved By: _____ 2/17/26
Deputy County Administrator — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
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-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes ☑ No ☐
Is this item using Federal Funds? Yes ☐ No ☑
Is this item using State Funds? Yes ☑ No ☐

Budget Account No: Fund 3500 **Dept** 361 **Unit** 2004-034 **Object** 6505

Recommended Sources of Funds/Summary of Fiscal Impact:
Transportation Improvement Fund/
Traffic Signals - Countywide/
Okeechobee Boulevard Adaptive Traffic Control System (ATCS)

****No Fiscal Impact****

C. Departmental Fiscal Review: Danny Rutledge

III. REVIEW COMMENTS

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

Lisa Martin 2/12/2026
OFMB DA 2/11 NAT 2/11

Brenda Machado 2/12/26
Contract Dev. and Control 26 2.12.26

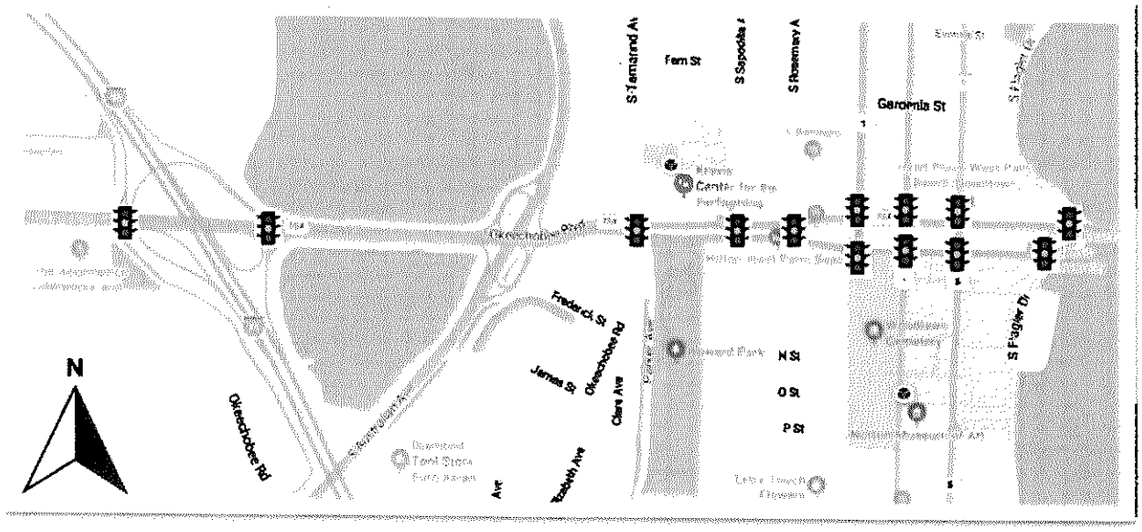
B. Approved as to Form and Legal Sufficiency:

2/13/26
Assistant County Attorney

C. Other Department Review:

Department Director

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



Okeechobee Boulevard
from I-95 Overpass to Flagler Drive

Attachment 1

RESOLUTION NO. R 2026-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING THE STATE OF FLORIDA (STATE) FUNDED GRANT SUPPLEMENTAL AGREEMENT (SUPPLEMENTAL) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), AMENDING THE STATE FUNDED GRANT AGREEMENT (R2025-0110) APPROVED BY THE BOARD OF COUNTY COMMISSIONERS (BCC) ON JANUARY 14, 2025 (AGREEMENT) FOR DESIGN, CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION (CEI) OF AN ADAPTIVE TRAFFIC CONTROL SYSTEM (ATCS) ALONG OKEECHOBEE BOULEVARD BETWEEN I-95 AND FLAGLER DRIVE (PROJECT).

WHEREAS, on January 14, 2025 the Palm Beach County (County) BCC approved the Agreement outlining the responsibilities of each party with respect to the Project; and

WHEREAS, the County requested the Supplemental to the Agreement to delete all references to construction work and related requirements, and address minor typographical errors in the Agreement; and

WHEREAS, the Project's cost and schedule will not be impacted by the Supplemental; and

WHEREAS, the BCC has determined that execution of the Supplemental is in the best interest of the citizens and residents of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The Mayor is hereby authorized to execute the Supplemental.
2. The foregoing recitations are true, accurate and correct and are incorporated herein.
3. This Resolution shall 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:

Commissioner Sara Baxter, Mayor	-
Commissioner Marci Woodward, Vice Mayor	-
Commissioner Maria G. Marino	-
Commissioner Gregg K. Weiss	-
Commissioner Joel G. Flores	-
Commissioner Maria Sachs	-
Commissioner Bobby Powell Jr.	-

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2026.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

MICHAEL A. CARUSO
CLERK OF THE
CIRCUIT COURT & COMPTROLLER

BY: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Yelizaveta B. Herman
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
Motasem Al-Turk, Ph.D., P.E.
Traffic Division Director

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
1

CONTRACT NO.
G3985

FPN
454548-1-54-01

Recipient: PALM BEACH COUNTY

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on February 14, 2025 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

Section 16 "Exhibits" is hereby deleted and replaced with the revised Section 16; attached hereto and incorporated into this supplemental.

Exhibit "O" Terms and Conditions of Construction in Department Right-of-Way is hereby deleted and replaced with the amended Exhibit O and is attached hereto and incorporated into this supplemental.

Exhibit "A" is hereby deleted and replaced with the revised Exhibit A, attached hereto and incorporated into this supplemental.

Reason for this Supplemental and supporting engineering and/or cost analysis:

The County is requesting that references to "Construction" in the above referenced Exhibit(s) be amended to more accurately reflect the scope of the project. The funding for the project will remain, and is not subject to any amendment.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT **APPROVED AS TO TERMS AND CONDITIONS**

By: _____

Name: Motasem Al-Turk, P.E., Ph.D.

Title: Traffic Division Director

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: John P. Krane, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: Francine Steelman

ATTEST:

MICHAEL A. CARUSO,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____

Deputy Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____

Yelizaveta B. Herman
Assistant County Attorney

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

By: _____

Mayor

16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☐ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☒ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: Exhibit P: Traffic Signal Maintenance and Compensation Agreement, Exhibit Q: Compensation For Maintaining Traffic Signals and Devices For FY 2024-2025

g. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): Exhibit P:Traffic Signal Maintenance and Compensation Agreeement, Exhibit Q: Compensation For Maintaining Traffic Signals and Devices For FY 2024-2025
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 454548-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Palm Beach County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.669 Miles; Roadway ID: 9328000 From 7.594 to 9.393 | Roadway ID: 9328001 From 0 to 0.522

PROJECT DESCRIPTION: The Design, Furnishing, Installation, and Inspection of an Adaptive Traffic Control System (ATCS) on Okeechobee Blvd. between I-95 and Flagler Dr, 14 signalized intersections in West Palm Beach, Florida. The ATCS improvements shall provide the following benefits: new vehicle detection devices, controller cabinet hardware and software, and system software to monitor and manage the ATCS from the Palm Beach County Traffic Management Center. Phase 1 is approximately 1.9 miles.

The project will include the following 14 signalized intersections along with their County signal ID's:

1. Okeechobee Blvd- I-95 West (27925)
2. Okeechobee Blvd- I-95 East (27926)
3 Okeechobee Blvd- Parker Ave/Tamarind Ave (27950)
4. Okeechobee Blvd- N Sapodilla Ave (27952)
5. Okeechobee Blvd- Rosemary Ave (27953)
6. Okeechobee Blvd- Quadrille Blvd (27955)
7. Okeechobee Blvd- Ouadrille Blvd (27956)
8. Okeechobee Blvd- Alabama Ave (27958)
9. Okeechobee Blvd- Dixie Hwy (27960)
10. Okeechobee Blvd- Oliver Ave (27961)
11. Okeechobee Blvd- Flagler Driv (27965)
12. Lakeview Ave/ Okeechobee Blvd- Dixie Hwy (27625)
13. Lakeview Ave- Olive Ave (27645)
14. Lakeview Ave- Flagler Drive (27648)

The Recipient shall provide completed signed and sealed plans,including but not necessarily limited to roadway and signing and marking plans.

Upon completion of this project the Recipient will be responsible for operating and maintaing all ATCS hardware and software in accordance with the Traffic Signal Maintenance and Compensation Agreement (TSMCA) requirements as part of the existing traffic signal system. No additional compensation will be provided by FDOT for operations and maintenance

cost.

The Recipient shall ensure that ATCS equipment deployed is approved by FDOT. The Recipient shall obtain FDOT's approval on the design before advancing into implementation of the project.

Project plans shall be produced in accordance with the design criteria and standards for Class A projects. The Recipient is required to use the FDOT Design Manual, FDOT Structures Manual and FDOT Standard Plans. The Recipient is required to ensure that specifications are in accordance with the FDOT Standard Specifications for Road and Bridge Construction. The Recipient shall utilize the Sample Testing and Reporting Guide, along with the FDOT Materials Manual.

The Recipient is responsible for following the anticipated schedule as detailed here:
1. The initial study, concept of operations, and Request for Proposal (RFP) should be available March 2025.
2. The Notice To Proceed (NTP) shall be issued on or before March 2026.
3. Project should be completed by December 2026.

The Recipient shall be responsible for coordinating, preparing, and holding all Project Public Involvement meetings as required per the Department's guidelines and procedures.

The Recipient must submit the following documents for the Departments review with the Final design submittal:
a) Copies of all permits from applicable agencies.
b) Copies of signed acceptances from the local maintaining agency/ City roadway signalization, lighting and/ or landscaping.
c) Level II Contamination Assessments (as needed)

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient will not be reimbursed for costs that are incurred before the execution of this agreement.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) The Project is to be completed by December 31, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Issuance of FDOT Notice to Proceed for Project activities such as project advertisement and contract award is subject to the submittal and approval of the agency production package.

The TSMCA satisfies the requirements for Section 11: Maintenance Obligations, therefore the Recipient will not be required to execute a Maintenance Memorandum of Agreement.

EXHIBIT O

TERMS AND CONDITIONS OF WORK IN DEPARTMENT RIGHT OF WAY

Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be installed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and installed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Jonathan Overton P.E. | Phone: 954-777-4351 | Email: jonathan.overton@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring design operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the design plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all project delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from the project.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of the project, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that the project was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the Project.

p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during the project, the Department must be contacted immediately.

q. During the Project, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from 7:00 AM to 9:00 PM, (4:00 PM to 6:00 PM), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Guillermo "Billy" Canedo
Phone: 954-777-4302
Email: guillermo.canedo@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)