COUNCIL ITEM 11P
DATE 10/22/12

RESOLUTION 12-R 118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE CITY MANAGER AND HIS STAFF TO ENTER INTO AND EXECUTE A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING LANDSCAPE IMPROVEMENTS ON STATE ROAD 716 (PORT ST LUCIE BOULEVARD) BETWEEN BAYSHORE BOULEVARD AND PETUNIA AVENUE; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Port St. Lucie and the State of Florida Department of Transportation ("FDOT") entered into a Local Agency Program ("LAP") Agreement, on or about February 8, 2012, passed by City Council in Resolution 12-R17 for certain landscape improvements on Port St Lucie Boulevard between Bayshore Boulevard and Petunia Avenue (hereinafter referred to as the "Project"); and

WHEREAS, the total cost of the Project, which will be financed through the use of State and/or Federal funds that are being made available to the City for the Project was originally estimated to be $1,097,788.00; and

WHEREAS, the City and FDOT desire to amend certain portions of the original LAP Agreement by entering into the attached LAP Supplemental Agreement ("Supplement"); and

WHEREAS, the Supplement and the Adjusted Exhibit B Schedule of Funding attached thereto, shall reflect and correspond with the decrease by $85,292.05 in Total Project Costs and therefore identify the amount of $1,012,495.95 as being the new sum for Total Project Costs; and

WHEREAS, except as modified and amended by the Supplement, the original LAP Agreement remains in full force and effect in accordance with its terms and conditions.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THAT:

1. This City Council adopts and ratifies those matters set forth in the foregoing recitals.

2. The City Manager, or his designee, are hereby authorized to enter into, execute and deliver to FDOT the Supplement, in substantially the same form that is attached hereto and incorporated herein as Exhibit "A," and such other documents necessary to implement the terms of said Agreement.

3. The City Manager and City Engineer, and their designees, are hereby authorized to take all actions necessary to implement the terms and conditions of the LAP Agreement and Supplement, and accomplish the purposes set forth therein.

BE IT FURTHER RESOLVED that this Resolution becomes effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of October, 2012.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Karen A. Phillips, City Clerk

By:_____
JoAnn M. Faiella, Mayor

APPROVED AS TO FORM:

By:_____
Roger G. Orr, City Attorney

CITY OF PORT ST. LUCIE

Engineering Department

Accredited Agency – American Public Works Association

"A City for All Ages"

MEMORANDUM

TO: Gregory J. Oravec, City Manager

THRU: James Angstadt P.E., Assistant Public Works Director

FROM: John Dunton Manager, Public Works Department

RECEIVED
OCT 16 2012
City Manager's Office

DATE: October 15, 2012

RE: Port St. Lucie Landscape Improvements Supplemental Agreement

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On February 8, 2012 the City of Port St. Lucie and the Florida Department of Transportation (FDOT) entered into a Local Area Program (LAP) agreement concerning the construction of the Port St. Lucie Boulevard landscape improvements with a total construction cost of $1,097,788.00 of which $997,788.00 was to be funded by state and federal funds and $100,000 was to be funded by the City of Port St. Lucie. The original agreement did not include funding for Consultant Construction Engineering Inspection (CEI) services.

On July 9, 2012, the City awarded the landscape and irrigation improvement project to Arazoza Brothers Corporation for a total cost of $911,514.24 which was lower than the cost in the original agreement. Due to the lower cost of the project, FDOT agreed to revise the original agreement and to provide funds for CEI services and reduce the City's share of the funding requirements. The Supplemental Agreement has a total project cost of $1,012,495.95 which is explained as follows:

Total Bid Amount	$911,514.24
Non-Participating Items	($7,500.00)
Total Participating Items	$904,014.24
Consultant CEI Costs	$108,481.71 (*12% of Participating Items*)
Total Project Costs (*Participating Items + CEI*)	$1,012,495.95

Attached please find the Resolution along with a Local Agency Program Supplemental Agreement, and memorandum from the Legal Department regarding the subject project. The Resolution authorizes the City Manager to enter into the FDOT LAP Supplemental Agreement and that the City Staff take actions necessary to implement the terms and conditions of the agreement.

If you concur with the requested supplemental agreement please add this item to the next available City Council Agenda for their consideration. Should you have any questions or require additional information, please contact me.

jea/
Attachments

c: Patricia Roebling, P.E. – City Engineer
Sue Walsh – Manager, Operations

S:\Jim\Correspondance\PSL Supplement\12-10-15 Memo GO PSL BLVD Supp Agree.doc

MEMORANDUM

TO: PATRICIA ROEBLING, P.E., CITY ENGINEER

FROM: STEFANIE BESKOVOYNE, ASSISTANT CITY ATTORNEY

DATE: October 10, 2012

SUBJECT: RESOLUTION 12-R_____
AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT WITH FDOT CONCERNING THE CONSTRUCTION OF LANDSCAPE IMPROVEMENTS ON STATE ROAD 716 (PORT ST LUCIE BOULEVARD) BETWEEN BAYSHORE BOULEVARD AND PETUNIA AVENUE

Pursuant to your Department's request, I have reviewed the proposed Local Agency Program Supplemental Agreement ("Supplement") between the State of Florida Department of Transportation ("FDOT") and the City of Port St. Lucie. As you are aware, the City and FDOT entered into the original Local Agency Program ("LAP") Agreement concerning landscape improvements on Port St Lucie Boulevard. The total estimated cost of the project was estimated to be $1,097,788.00 as stated in Resolution 12-R17. The supplement reflects a decrease in the project price by $85,292.05, hereby making the new sum for Total Project Costs $1,012,495.95.

Accordingly, I have prepared the required resolution for review and approval by the City Council which shall serve to authorize the City Manager's execution of the Supplement. In addition, said resolution shall serve to authorize the City Manager and City Engineer, and their designees, to take all actions necessary to implement the terms and conditions of the LAP Agreement and the Supplement to accomplish the purposes set forth therein.

Please process this resolution as required for the placement of this matter on the agenda for the appropriate City Council Meeting. If you have any questions, please do not hesitate to contact me.

SB/bb
Attachments: Resolution 12-R_____ with Exhibit

cc: John Dunton, Project Manager

SUPPLEMENTAL NO. ONE DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**	FPN 425258-1-57-01 CONTRACT NO. AQK-52

The City of Port St. Lucie desires to supplement the original Agreement entered into and executed on February 8, 2012 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name SR-716/ Port St. Lucie Length 2.588

Termini Bayshore Blvd. to Petunia Ave.

Description of Work:
Landscaping

Reason for Supplement and supporting engineering and/or cost analysis:

The terms of the original agreement, referenced above, are hereby amended as follows:

- This supplemental Agreement decreases the original Agreement amount by $85,292.05 as explained below:

  Total bid Amount $911,514.24

  Non-Participating Items ($7,500.00)

  Total Participating Items $904,014.24

  Consultant CEI Costs $108,481.71 *(12% of Participating Items)*

  Total Project Costs (Participating Items + CEI) $1,012,495.95

- See Adjusted Exhibit B Schedule of Funding attached hereto and made a part hereof which replaces Exhibit B attached to the original Agreement

- This Supplemental Agreement adds Exhibit E "Specialty Surfacing Installation" and Exhibit F "Specialty Surfacing Maintenance", attached hereto and made a part hereof for stamped concrete activities as it was not included in the Original Agreement. This will be at no additional cost to the Department.

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

SUPPLEMENTAL NO. ONE DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**	FPN 425258-1-57-01 CONTRACT NO. AQK-52

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Planning Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Project Development & Environment (PD&E)					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total PD&E Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Design					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Design Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Right-of-Way					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Right-of-Way Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Construction					
FY: 2011-2012 (LF)	$100,000.00	($85,292.05)	$14,707.95	$0.00	$14,707.95
FY: 2011-2012 (SE)	$997,788.00	$0.00	$997,788.00	$0.00	$997,788.00
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Construction Cost	$1,097,788.00	($85,292.05)	$1,012,495.95	$0.00	$1,012,495.95
Construction Engineering and Inspection (CEI)					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total CEI Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Total Construction & CEI Costs	$1,097,788.00	($85,292.05)	$1,012,495.95	$0.00	$1,012,495.95
TOTAL COST OF THE PROJECT	**$1,097,788.00**	**($85,292.05)**	**$1,012,495.95**	**$0.00**	**$1,012,495.95**

FM No. (s)	**425258-1-58-01**
COUNTY.:	**St. Lucie County**
COUNTY.:	**City of Port St. Lucie**

EXHIBIT E

SPECIALITY SURFACING INSTALLATION

1. Prior to acceptance by the DEPARTMENT, all lanes for each of the specialty surfacing crossings projects shall be tested for friction in accordance with ASTM E 274-06. The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed test tire (FN40R) or equivalent as specified in Table 1. Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL). All lanes receiving new installations shall again be friction tested within 60-90 days of their acceptance by the local AGENCY. The initial friction resistance of each new installation shall be at least 35 (FN40R) or equivalent as specified in Table 1. Failure to achieve this minimum resistance shall require all deficient areas be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the DEPARTMENT 'S QPL.

- The results of all friction tests and condition surveys shall be sent to the FDOT District Four Operations Warranty Coordinator at the local FDOT District Four Operations Center located at (Palm Beach Operations, 7900 Forest Hill Blvd., West Palm Beach, FL 33413 (561) 432-4966 or Broward Operations, 5548 NW 9th Avenue, Ft. Lauderdale, FL 33309 (954) 776-4300 or Treasure Coast Operations, 3601 Oleander Avenue, Fort Pierce, FL 34982 (772) 465-7396, with a cover letter either certifying that the crosswalks comply with the above stated requirements; or what remedial action will be taken to restore the friction and/or integrity of the crosswalk area.

2. When remedial action is required in accordance with the above requirements, the local AGENCY at its own expense shall complete all necessary repairs within 90 days of the date the deficiency was identified.
3. Should the local AGENCY fail to satisfactorily perform any required remedial work in accordance with this agreement, the DEPARTMENT reserves the right to replace the specialty surfacing pavement with conventional pavement and bill the local AGENCY for

this cost. No more than two full specialty surfacing pavement depth repairs shall be made to an area without first resurfacing the pavement to its full depth.

Table 1: Pavement Friction Number Conversions for Test Speeds Other Than 40 mph

30 mph Test Speed FN Results	To Convert to 40 mph Results	50 mph Test Speed FN Results	To Convert to 40 mph Results
<29	Subtract 1	<26	Add 1
29 to 47	Subtract 2	26 to 42	Add 2
48 to 67	Subtract 3	43 to 60	Add 3

FM No. (s)	**425258-1-58-01**
COUNTY.:	**St. Lucie County**
COUNTY.:	**City of Port St. Lucie**

EXHIBIT F

SPECIALTY SURFACING MAINTENANCE

1. On a biennial basis, the area of each crosswalk in the outside traffic lane on the project shall be tested for friction resistance in accordance with ASTM E 274-06. Friction resistance shall be no less than 30 FN40R or equivalent as specified in Table 1. Failure to achieve this minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL.

2. The integrity of the specialty surfacing pavement shall be maintained throughout its life. The local AGENCY shall conduct biennial condition surveys of the specialty surfacing pavement for rutting, raveling, pot holes, delamination and cracking for the life of the adjacent pavement.

    a. Unless the pavement adjacent to the crosswalk is also deficient in rutting, rutting depth of the specialty surfacing pavement shall not exceed 0.25". Remedial work shall include the full depth removal of the specialty surfacing payment across the full width of the lane and crosswalk.

    b. Unless the pavement in the intersection is showing uniform raveling deficiencies, raveling, pot holes or delamination of the specialty surfacing pavement shall not exceed 0.25" in depth or more than 25 square inches in area. Remedial work shall include the patching of the specialty surfacing pavement in accordance with the manufacturer's instructions.

c. Unless pavement adjacent in the intersection is deficient in cracking criteria, cracking width of the specialty surfacing pavement shall not exceed 1/8" for more than 10' in any lane of the crosswalk. Remedial work shall include as a minimum, the full depth removal of the specialty surfacing pavement along the complete length of the crack(s) and for the width recommended by the manufacturer.

3. The results of all friction tests and condition surveys shall be sent to the FDOT District Four Operations Warranty Coordinator at the local FDOT District Four Operations Center located at (Palm Beach Operations, 7900 Forest Hill Blvd., West Palm Beach, FL 33413 (561) 432-4966 or Broward Operations, 5548 NW 9th Avenue, Ft. Lauderdale, FL 33309 (954) 776-4300 or Treasure Coast Operations, 3601 Oleander Avenue, Fort Pierce, FL 34982 (772) 465-7396, with a cover letter either certifying that the crosswalks comply with the above stated requirements; or what remedial action will be taken to restore the friction and/or integrity of the crosswalk area.

4. When remedial action is required in accordance with the above requirements, the local AGENCY at its own expense shall complete all necessary repairs within 90 days of the date the deficiency was identified. However, if the circumstance requires and depending on the surface conditions of the payment, this period of time may be reduced.

5. Should the local AGENCY fail to satisfactorily perform any required remedial work in accordance with this agreement, the DEPARTMENT reserves the right to replace the patterned textured pavement with conventional pavement and bill the local AGENCY for this cost. No more than two full specialty surfacing pavement depth repairs shall be made to an area without first resurfacing the pavement to its full depth.

Table 1: Pavement Friction Number Conversions for Test Speeds Other Than 40 mph

30 mph Test Speed FN Results	To Convert to 40 mph Results	50 mph Test Speed FN Results	To Convert to 40 mph Results
<29	Subtract 1	<26	Add 1
29 to 47	Subtract 2	26 to 42	Add 2
48 to 67	Subtract 3	43 to 60	Add 3

SUPPLEMENTAL NO. ONE DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**	FPN 425258-1-57-01 CONTRACT NO. AQK-52

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

AGENCY City of Port St. Lucie

By:_____
Name:
Title:

Attest:_____
Name:
Title:

Date: _____

Legal Review:

_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:_____
Name: Gerry O'Reily, P.E.
Title: Director of Transportation Development

Attest:_____
Name:
Title:

Date:_____

Legal Review:

_____
Office of the General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.