

Lee County Board of County Commissioners
Agenda Item Summary

Blue Sheet No. 20040333-1 TT.

1. REQUESTED MOTION:

ACTION REQUESTED: Approve a Joint Project Agreement between Lee County and the City of Fort Myers, and authorize the expenditure of \$72,755.55 for the cost of design and relocation of Lee County utilities located within both the City and County right-of-way along Veronica S. Shoemaker Boulevard.

WHY ACTION IS NECESSARY: Board approval is required to enter into a Joint Project Agreement, and Board authorization is required for expenditures exceeding \$50,000.

WHAT ACTION ACCOMPLISHES: Allows Lee County to work cooperatively with the City of Fort Myers during the design and construction on Veronica S. Shoemaker Boulevard.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C10J

3. MEETING DATE:

03-30-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER
Joint Project Agreement

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
 - B. DEPARTMENT Lee County Public Works
 - C. DIVISION Utilities Division
- BY: *[Signature]* FOR R. D. DIAZ
Rick Diaz, P.E., Director

7. BACKGROUND:

The City of Fort Myers is designing and constructing Veronica S. Shoemaker Boulevard. Lee County Utilities desires to relocate existing water and sewer lines along Veronica S. Shoemaker Boulevard between Hanson Street and Dr. Martin Luther King, Jr. Boulevard with utility lines crossing the intersections of Canal Street and Edison Avenue in the City of Fort Myers. The Joint Project Agreement was approved by the Fort Myers City Council on March 15, 2004.

During the road construction phase of Veronica S. Shoemaker Boulevard, Lee County Utilities desires to relocate and maintain existing utility facilities. Lee County Utilities has received a bid of \$72,755.55 to perform the relocation and maintenance utility work.

Funds are available in Account No. 20741648730.506540

ATTACHMENT: (4) Original JPA Agreements

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager
<i>[Signature]</i> J. Lavender Date: 3.17.04	N/A	N/A	<i>[Signature]</i> B. Dearborn Date: 3/17/04	<i>[Signature]</i> 3/17/04	GA 3/18/04 QM 3/18/04 RISK 3/18/04 GC 3/18/04	<i>[Signature]</i> J. Lavender Date: 3.17.04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY COUNTY ADMIN:	<i>[Signature]</i>
DATE:	3/18/04
COUNTY ADMIN FORWARDED TO:	<i>[Signature]</i>
DATE:	3/18/04

**Lee County Utilities
and
City of Fort Myers**

JOINT PROJECT AGREEMENT

UTILITY INSTALLATION BY HIGHWAY CONTRACTOR

THIS AGREEMENT, made and entered into this _____ day of _____
_____, 2004, by and between LEE COUNTY, a political subdivision of the
State of Florida, hereinafter referred to as "COUNTY", and CITY OF FORT
MYERS, an incorporated municipality within Lee County, hereinafter referred
to as "CITY".

WITNESSETH:

WHEREAS, COUNTY and CITY are jointly constructing, reconstructing or otherwise
modifying a portion of the Fort Myers Highway System designed by CITY as Construction
Contract No. 37-02-03, and known as 'VERONICA S. SHOEMAKER BOULEVARD', which
calls for the relocation of COUNTY utilities to include: potable water and sewer facilities
along said highway; and

WHEREAS, the engineering plans for the said construction, reconstruction, or other
modifications to the COUNTY'S facilities as described will be prepared by the COUNTY
and will be reviewed by both CITY and COUNTY, said above-described utility relocation
hereinafter to be designated as the COUNTY'S "Utility Work", and

WHEREAS, the term "Cost of Utility Work" shall include the total dollar amount to
be paid by the COUNTY properly attributable to such work after deducting therefrom any
increase in the value of the new facilities and any salvage value of material recovered from
the old facilities; and

WHEREAS, COUNTY has expressed its desire to assume all costs incurred for the
portion of the COUNTY'S "Utility Work", and

WHEREAS, COUNTY has requested CITY to include in said Construction Contract
certain plans and specifications to meet COUNTY requirements; and

WHEREAS, COUNTY and CITY have determined that it serves a public purpose
and is in the public interest to enter into a JOINT PROJECT AGREEMENT providing for
such work.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt whereof is hereby acknowledge, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. COUNTY and CITY shall participate in a JOINT PROJECT, the scope of which will cover COUNTY Utility Facilities within the limits of the project as included in the plans and estimate of the construction contract, more specifically described as the relocation of existing COUNTY water and sewer lines along Veronica S. Shoemaker Boulevard between Hanson Street and Dr. Martin Luther King, Jr. Boulevard with utility lines crossing the intersections of Canal Street and Edison Avenue, in the City of Fort Myers.
2. CITY'S design consultant will, at COUNTY'S request and expense, incorporate the design and plans for all of COUNTY'S necessary Utility Work specified above, into the CITY'S plans and will furnish to both COUNTY and CITY complete original plans on standard size sheet 24" x 36", all suitable for the Utility Work. Final Utility Work plans shall be complete in every detail and will include a "Summary of Quantities" sheet and construction cost estimate. It will be the responsibility of COUNTY to coordinate the development of the COUNTY'S Utility Work plans with CITY'S design consultant.
3. All of the work on the JOINT PROJECT shall be performed according to the plans and specifications of both COUNTY and CITY, which plans and specifications are, by reference hereto, made a part hereof.
4. COUNTY, on request and at its expense, will furnish all engineering inspection and supervision for the installation of pipe, valves and appurtenances, placement of pipe bedding, and all pipe testing of the COUNTY'S Utility Work, and will also furnish CITY with progress reports for daily records, approved quantities and amounts for weekly, monthly and final estimates. The CITY will provide the COUNTY with copies of all monthly progress payment estimates for the COUNTY'S Utility Work for approval by the COUNTY. All field survey control for the COUNTY'S Utility Work will be furnished by CITY.
5. CITY shall bid all COUNTY Utility Work and shall coordinate with COUNTY for selection of the general contractor. CITY shall coordinate with COUNTY with respect to Disadvantaged Business Enterprise (DBE) participation as outlined in Paragraph 6, below. The coordination of COUNTY'S Utility Work with that of the highway contractor, their subcontractors, other utility relocation contractors associated with this project and/or other CITY contractors and other utilities and/or their contractors will be the responsibility of CITY, and COUNTY shall cooperate fully in the matter. All information required for Change Orders or Supplemental Agreements pertaining to COUNTY'S Utility Work or otherwise related to subject matter of this Agreement shall be promptly furnished to CITY by COUNTY, upon the request of CITY.

6. CITY will provide the necessary engineering supervision to assure construction is in compliance with the plans and specifications herein above referred to, and shall receive all bids for and let all contracts for said COUNTY Utility Work, all at the sole expense of COUNTY. All bids for said COUNTY Utility Work shall be taken into consideration in the award of the bid on the Highway Construction Contract and COUNTY shall have the right to reject any bids on the portion of the COUNTY'S Utility Work with just cause, which shall include but not be limited to an "unbalanced bid", to the detriment of the COUNTY, for the purpose of this Agreement an "unbalanced bid" shall include: excessive unit pricing, other unfair pricing for materials or labor, or a disproportionate allocation of cost to the COUNTY for the actual construction performed. CITY shall make all reasonable efforts to meet COUNTY'S DBE contractor participation goals for the COUNTY'S Utility Work performed pursuant to this Agreement.
7. All adjustments, relocations, repairs and incidentals required to be performed to the existing COUNTY Utilities within this project and not included in this Contract, will be the sole responsibility of the COUNTY. All such work shall be coordinated with the construction of this project in a manner that will not cause delay to the highway contractor.
8. COUNTY agrees that it will, upon the execution of this Agreement and notification of the costs (bid) for COUNTY'S Utility Work, set aside and hold in trust in an appropriate Lee County Utilities Account, One Hundred Percent (100%) of the proposed (bid) costs of the CITY'S highway contractor to perform the COUNTY'S Utility Work. Every thirty (30) days the CITY will submit an invoice to the COUNTY detailing the COUNTY'S Utility Work performed. Upon review and approval of the invoice by the COUNTY, the COUNTY will pay said invoice and transfer funds to the CITY.
9. Upon completion and acceptance of the work, COUNTY shall own, control, maintain and be responsible for all COUNTY Utility Facilities involved. COUNTY further agrees that it will maintain and keep in repair, or cause to be maintained and kept in repair, all of such constructed COUNTY facilities or utilities within the right-of-way of said CITY road and to comply with all provisions of applicable law.
10. Upon completion of the work, CITY shall, at the earliest date practicable, furnish COUNTY with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the COUNTY'S portion of the Construction Contract. The final billing shall show the description and site of the project; the date on which the first work was performed; the date on which the earliest item of billed expenses was incurred; the date on which the last work was performed or the last item of billed expenses was incurred; and the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to CITY records, accounts or other relevant documents. All cost records and accounts shall be subject to audit by a representative of either COUNTY or CITY.

- 11. (A) This Agreement constitutes the entire understanding between the PARTIES, and any previous Agreements whether written or oral, shall be superceded by the Agreement.
- (B) This Agreement may be amended upon the concurrence of both PARTIES and executed with the same formalities as this original Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, the day and year first above written.

ATTEST:

CITY OF FORT MYERS, FLORIDA

BY:

Marie Adams

City Clerk Marie Adams

BY:

Jim Humphrey
Mayor Jim Humphrey

APPROVED AS TO FORM:

BY:

Grant W. Alley 3/16/04
City Attorney Grant W. Alley

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:

Deputy Clerk

BY:

Chairman

APPROVED AS TO FORM:

BY:

Office of the County Attorney