

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20060260**

**1. ACTION REQUESTED/PURPOSE:** Approve an Amendment to the Second Joint Supplemental Interlocal Agreement between Lee County and the City of Bonita Springs under its Master Transportation Agreement related to the Imperial Street Four Lane Capital Improvement Project.

**2. WHAT ACTION ACCOMPLISHES:** Allows County to enter into a modification of an existing Interlocal Agreement with the City of Bonita Springs to reflect the current funding program.

**3. MANAGEMENT RECOMMENDATION:** Approve.

**4. Departmental Category:** q

**C9C**

**5. Meeting Date:**

**03-28-2006**

**6. Agenda:**

**7. Requirement/Purpose: (specify)**

**8. Request Initiated:**

**Consent**  
 **Administrative**  
 **Appeals**  
 **Public**  
 **Walk-On**

**Statute**  
 **Ordinance**  
 **Admin. Code**  
 **Other**

**Commissioner**  
**Department** Transportation  
**Division**  
**By:** Scott M. Gilbertson  
**Director**

**9. Background:** On May 22, 2001, Lee County approved the Second Joint Supplemental Interlocal Agreement to the Master Transportation System Agreement regarding the Imperial Street Four-laning Project. Originally, Transportation Regional Incentive Program (TRIP) funds were anticipated to be used for this project. TRIP funds are not available for this project. Changes were necessary to address this issue and clearly define the participation of both parties. The City Council approved the Amendment on February 1, 2006.

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>[Signature]</i>				<i>[Signature]</i> 3/2/06	Analyst RK 3/9	Risk 3/9/06	Grants 3/9/06	Mgr. 3/13/06	<i>[Signature]</i> 3-16-06

**11. Commission Action:**

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY COUNTY ADMIN:
<u>3-9-06</u>
<u>4:26</u>
COUNTY ADMIN FORWARDED TO:
<u>3/16/06</u>
<u>2m</u>

*RK*

Rec. by CoAtty
Date: <u>3/9/06</u>
Time: <u>2:30pm</u>
Forwarded To:
Co. mgr. <u>3/9/06</u>

**AMENDED JOINT SUPPLEMENTAL INTERLOCAL AGREEMENT  
BETWEEN LEE COUNTY AND THE CITY OF BONITA SPRINGS  
UNDER ITS MASTER TRANSPORTATION AGREEMENT:  
IMPERIAL FOUR LANE: BONITA BEACH ROAD TO TERRY STREET**

**THIS AMENDMENT TO THE SECOND JOINT SUPPLEMENTAL INTERLOCAL AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between Lee County, a political subdivision and charter county of the State of Florida, hereinafter referred to as "COUNTY", and the City of Bonita Springs, a municipal corporation in the State of Florida, hereinafter referred to as "CITY".

**WHEREAS**, the respective governing bodies for Bonita Springs and Lee County executed a Master Transportation System Agreement dated September 19, 2000, to jointly establish a Five-Year Road Improvement Plan requiring resources of both the County and the City; and

**WHEREAS**, the Agreement contemplates the use of Supplemental Agreements to the said Master Interlocal Agreement for different stages of road work in Bonita Springs; and

**WHEREAS**, the Parties on May 22, 2001 entered into a Second Joint Supplemental Interlocal Agreement regarding the four laning of Imperial Street as a collector road from Bonita Beach Road to Terry Street; and

**WHEREAS**, the Parties desire to amend the Second Joint Supplemental Interlocal Agreement for the Imperial Street four-laning.

Now, therefore, in consideration of the above premises and other good and other valuable consideration, the receipt of which is hereby acknowledged, and 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 is specifically defined in the CIP project sheet attached as Exhibit A to this Agreement. The project is identified on said exhibit as project 4060, Imperial Street four laning from Bonita Beach Road to East Terry Street, including a new bridge.
2. COUNTY and CITY agree that as special considerations, the design cross section of the project shall reflect a four-lane divided street with landscaping, sidewalks and additional residential characteristics as may be determined by the City during the street design process.

3. COUNTY and CITY agree that during the street design process, the preliminary street cross-section and alignment should take into consideration the acquisition of whole properties for the purposes of:
  - A) maximizing the buffer for remaining residential properties;
  - B) maximizing the median width;
  - C) incorporating on-site water management; and
  - D) maximizing potential for future landscaping and traffic calming techniques.
4. COUNTY'S design consultant will prepare, at COUNTY'S expense, the design and plans for CITY'S project, and will furnish to CITY at various stages of completion (30%, 60%, 90% and complete) for review and comment, a complete duplicate set of plans on reduced size sheets (11" x 17"). Final project 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 with the CITY the development of the project plans and specifications between COUNTY'S and CITY'S consultants.
5. COUNTY will undertake all right-of-way negotiations and acquisition. All land acquisition proposals will be provided to the City Manager for review and sign-off prior to any proposal being approved by the Board of County Commissioners.
6. 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 in their entirety.
7. CITY agrees that it will, upon execution of this amended Agreement and request by the COUNTY, furnish to COUNTY the funds specified by fiscal year on the attached CIP request sheet. All payment due through FY 04/05 have been paid by the CITY, and the CITY will not provide any additional funding beyond the \$5,184,000 committed for FY 05/06 that might be necessary due to project delays or higher-than-anticipated bid prices unless otherwise agreed to by amendment of this agreement.
8. COUNTY shall bid all "Work" using its forms and procedures, and shall coordinate with CITY for selection of the Contractor. The coordination of construction activities for the CITY'S project with that of the Contractor, their subcontractors, other utility relocation contractors associated with this project and/or other COUNTY contractors and other utilities and/or their contractors will be the responsibility of COUNTY, and CITY shall cooperate fully in this coordination. All information required for Change Orders or Supplemental Agreements pertaining to CITY'S project or otherwise related to subject matter of this Agreement shall be promptly furnished to CITY by COUNTY, upon request of CITY. The COUNTY acknowledges the importance of the Imperial Street four-laning, which is

why it has proceeded with due diligence to complete the design, permitting and right-of-way acquisition phases in a timely manner. The project is expected to be bid for construction in February, 2006, with bid award anticipated in Spring, 2006 and construction completion anticipated within 18 months of notice to proceed.

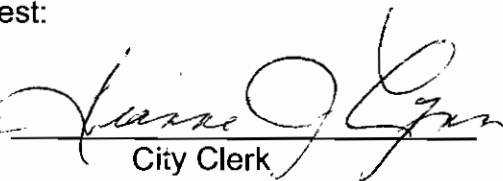
9. COUNTY will provide the necessary engineering supervision to assure construction is in compliance with the plans and specifications hereinabove referred to, and shall let all contracts for said project. All bids for said project, shall be taken into consideration in the award of bid for the construction of the project and CITY shall have the right to reject any bids for the project, with just cause, which shall include, but not be specifically limited to: responsibility of a vendor or an "unbalanced bid" to the detriment of CITY. For purposes of this Agreement, an "unbalanced bid" shall include: excessive unit pricing, other unfair pricing for materials or labor.
10. Upon completion of the work, COUNTY shall, at the earliest date practicable, furnish CITY with two (2) copies of its final and complete billing of all costs incurred in conjunction with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. 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 expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts bill can be audited. Sufficient reference shall be made in the billing to COUNTY records, accounts or other relevant documents. All cost records and accounts shall be subject to audit by representative(s) of either COUNTY or CITY, at their election.
11. After construction of the four-lane road is complete and the road is constructed in accordance with the requirements of the COUNTY, the COUNTY will transfer the jurisdictional responsibility to the CITY, who will be ultimately responsible for maintenance of the roadway. The COUNTY will give the CITY one full set of the "As-Built Record Drawings".
12. Neither Lee County nor the City of Bonita Springs will be responsible for any claims, liabilities, lawsuits, or causes of action arising out of the other party, its contractors, agents, or representatives. This Agreement is Supplemental to the Master Transportation System Agreement referenced above. However, this Agreement constitutes the entire understanding between the parties, and other than the Master Transportation System Agreement, any previous Agreements on the subject matter of this Agreement, whether written or oral, is superceded by this Agreement to the extent of any conflict.

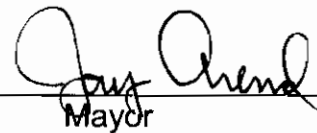
13. This Agreement may be amended only by the concurrence of both parties and executed with the same formalities as this original Agreement.
14. All of the remaining terms in the Master Transportation System Agreement dated September 19, 2000, as may be amended or updated, remain as written, and in full force and effect.
15. At the request of the CITY, both the section of Imperial Street from Bonita Beach Road to East Terry Street and the section of Livingstone Road from the Collier County Line to Bonita Beach Road will be named "Imperial Parkway" by the COUNTY.

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

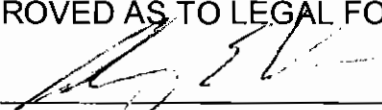
Attest:

CITY OF BONITA SPRINGS

By:   
City Clerk

By:   
Mayor

APPROVED AS TO LEGAL FORM:

By:   
City Attorney

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF COUNTY COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairwoman

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Office of the County Attorney

**CIP REQUEST FORM - FY 05/06 - 09/10**

PROJECT NAME <b>Imperial Street</b>	NEW PROJECT	CAPITAL TYPE PROJECT	X
PROJECT NUMBER 204060	EXISTING PROJECT	MAINTENANCE TYPE PROJECT	
REQUESTING DEPT. Transportation	COMMISSION DIST. 3	DATE ADOPTED:	9/22/2005
MANAGING DEPT. Transportation			

**PROJECT DESCRIPTION:**  
Widen 2-lane Imperial Street to 4 lanes, including construction of a bridge across the Imperial River, 1.0 mile.

**PROJECT LOCATION:**  
Bonita Springs, Bonita Beach Road to East Terry Street.

**CIP PROJECT RATING (Required if requesting 30100 funds):**

**JUSTIFICATION FOR THE PROJECT:**

If mandated, indicate under what authority: \_\_\_\_\_ FL Stat. #: \_\_\_\_\_ Lee Plan: \_\_\_\_\_ Co Ord #: \_\_\_\_\_ Admin Code: \_\_\_\_\_ Other: \_\_\_\_\_

ESTIMATED PROJECT COST	ACTUAL PRIOR	FY 04/05 BUDGET	FY 05/06	FY 06/07	FY 07/08	FY 08/09	FY 09/10	5 YEAR TOTAL	YEARS 6-10	PROJECT TOTAL
PREPARED BY: <u>Nicole Maxey</u>										
LAND	2,091,309	7,082,790						0		9,174,099
PROFESSIONAL SERVICES	749,876	223,134						0		973,010
CONSTRUCTION		2,207,000	5,184,000					5,184,000		7,391,000
PROJECT MGMT.	146,980	155,000						0		301,980
MITIGATION								0		0
LANDSCAPING		650,000						0		650,000
<b>TOTAL</b>	<b>2,988,165</b>	<b>10,317,924</b>	<b>5,184,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,184,000</b>	<b>0</b>	<b>18,490,089</b>

**CIP FUNDING SOURCES AND AMOUNTS:**

Impact Fees City Funds Ad Valorem	FY 05/06	FY 06/07	FY 07/08	FY 08/09	FY 09/10
	5,184,000				

**CONTACT PERSON:**  
Nicole Maxey, Project Manager

**PHONE NUMBER:** 479-8569

**OPERATING IMPACT:**

(Complete the details on the back of the form)

	FY 05/06	FY 06/07	FY 07/08	FY 08/09	FY 09/10
START UP	N/A	N/A	N/A	N/A	N/A
RECURRING (Ops)	N/A	N/A	N/A	N/A	N/A
(Traffic)	N/A	N/A	N/A	N/A	N/A
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**COMMENTS:**  
ROW costs increased \$3,784,000, CST costs increased \$1,400,000, CST phase moved back 1 year to balance. Subject to Master Transportation System Agreement and Joint Supplemental Interlocal Agreement with City of Bonita Springs.