

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 18, 2008 {X} Consent { } Regular
{ } Workshop { } Public Hearing

Department:

Submitted By: Engineering & Public Works
Submitted For: Engineering Services Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A \$38,000 Joint Project Agreement (JPA) with Seacoast Utility Authority (Seacoast) for the design of water and sewer main improvements. This will be in conjunction with Roan Lane Street Improvements, Project No. 2007056 (Project).

SUMMARY: Approval of this JPA will allow for the design and permitting of the replacement of the potable water and sewer mains within our proposed Project, which includes the installation of drainage along with paving of the streets. The potable water and sewer mains will be replaced with the Project and paid for by Seacoast, the maintaining agency.

District 1 (MRE)

Background and Justification: Palm Beach County (County) and Seacoast are desirous of using this JPA to accomplish the design work needed for Roan Lane, using the County's consulting engineer, Keshavarz & Associates, Inc. If the utility mains are installed in tandem with the paving and drainage improvements, the cost to all involved will be considerably less than if they were constructed separately.

Attachments:

- 1. Location Sketch
2. Joint Project Agreements (2)

Separator line consisting of a row of equals signs.

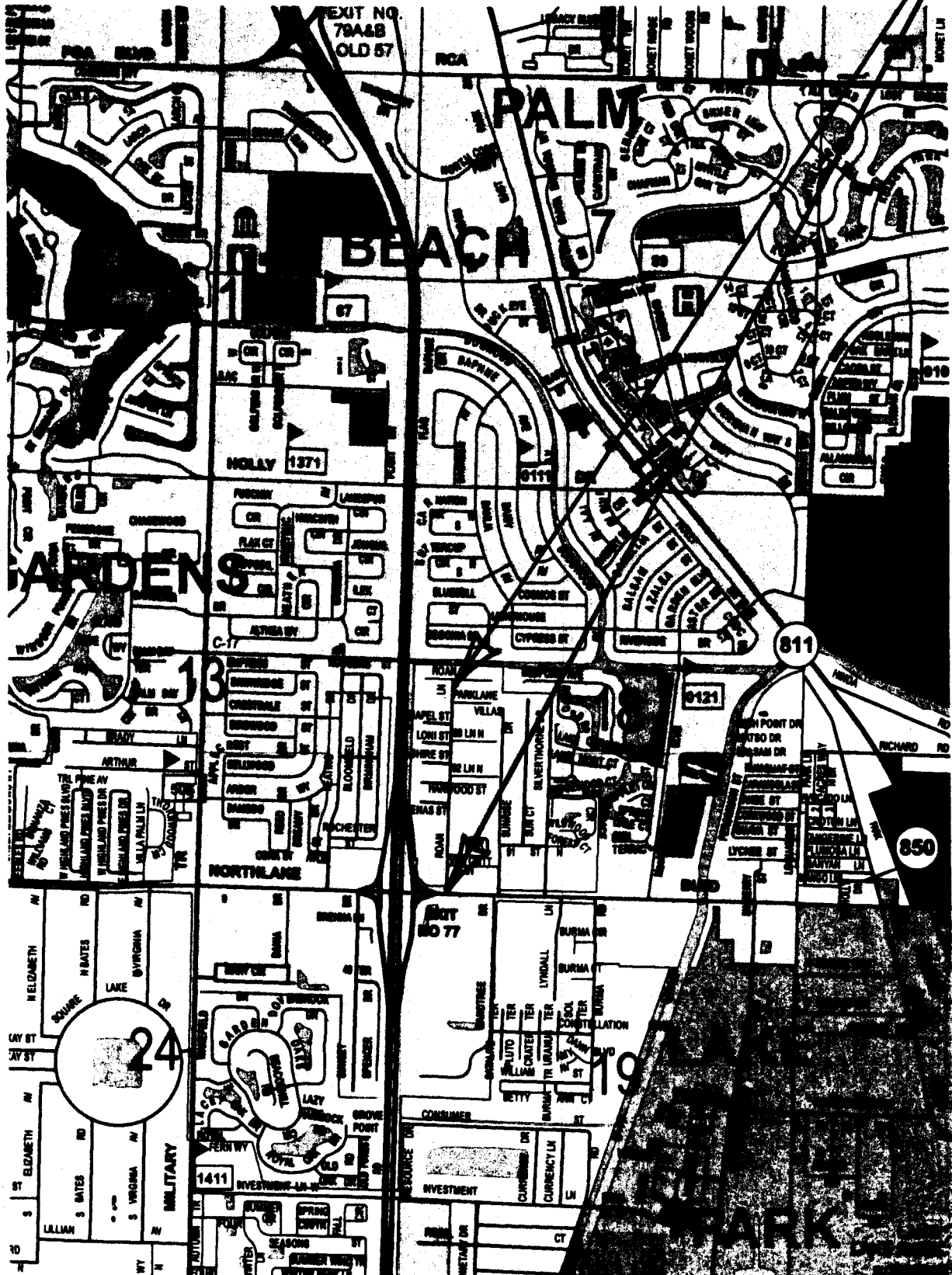
Recommended by: J. Chamber Rich (signature), 9/29/08 (date), J. Chamber (signature)
Division Director Date

Approved By: Guy T. Walsh (signature), 10/21/08 (date)
County Engineer Date

PROJECT LOCATION

ROAN LANE STREET IMPROVEMENTS

PROJECT NO. 2007056



LOCATION SKETCH

AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
SEACOAST UTILITY AUTHORITY
FOR
THE JOINT PROJECT PARTICIPATION IN ENGINEERING SERVICES
OF
WATER AND SEWER MAIN IMPROVEMENTS
FOR
ROAN LANE

THIS AGREEMENT, hereinafter referred to as the "AGREEMENT", made and entered into this _____ day of _____, 2008, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "COUNTY", and SEACOAST UTILITY AUTHORITY, hereinafter referred to as "AUTHORITY",

WITNESSETH:

WHEREAS, the COUNTY and the AUTHORITY are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the COUNTY has caused to be prepared construction plans and specifications for constructing paving and drainage improvements for Roan Lane; and

WHEREAS, the AUTHORITY is desirous of funding the engineering services for the design for the installation of water and sewer main improvements for Roan Lane; and

WHEREAS, the COUNTY and the AUTHORITY declare that it is in the public's interest to engineer the drainage, water and sewer improvements together as one project, identified as COUNTY Project #2007056, hereinafter referred to as PROJECT;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the AUTHORITY do hereby agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.
2. The COUNTY agrees to:
 - A. Engineer the PROJECT, including the component that comprises the water and sewer main relocation and improvements for Roan Lane (the "Water and Sewer Main Improvements").
 - B. Employ the COUNTY'S annual consulting firm, Keshavarz & Associates, Inc., for the design and permitting of the Water and Sewer Main Improvements.
 - C. Obtain written approval in advance, from the AUTHORITY, for payment of all Change Orders related to the engineering services of the Water and Sewer Main Improvements.

Supply the AUTHORITY with a contract audit in accordance with standard accounting procedures, which reflect total costs of the engineering services for Water and Sewer Main improvements, upon completion of the design and permitting.

3. The AUTHORITY agrees to:
- A. Reimburse the COUNTY for the engineer of Water and Sewer Main Improvements for Roan Lane, in the amount of \$38,000.00, as shown in Exhibit "A" of this document.
 - B. In the event that additional work and funding are required for the Water and Sewer Main Improvements, the additional cost attributable to said engineering of the AUTHORITY'S portion of the PROJECT is the responsibility of the AUTHORITY unless such additional work is caused by the COUNTY, in which case such additional cost shall be borne by the COUNTY.
 - C. Costs shall be adjusted upon actual costs at completion of the design and permitting.

4. MISCELLANEOUS PROVISIONS

- A. Notices. All notices, requests, consents and other communications required or permitted under this AGREEMENT shall be in writing and shall be hand delivered by prepaid express overnight courier or messenger service, or mailed by registered or certified mail to the following addresses:

As to COUNTY

Palm Beach County Engineering Department
Attention: Tanya McConnell, P.E.
Deputy County Engineer
P. O. Box 21229
West Palm Beach FL 33416-1229
Phone: 561-684-2900 Fax: 561-684-4167

As to AUTHORITY

Seacoast Utility Authority
Attention: Rim Bishop, Executive Director
4200 Hood Road
Palm Beach Gardens FL 33410
Phone: 561-627-2900 Fax: 561-624-2839

If either party changes its mailing address of designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

- B. Entire Agreement. This AGREEMENT represents the entire understanding and agreement between the parties with respect to the subject matter hereof.
- C. Binding Effect. All of the terms and provisions of this AGREEMENT, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.
- D. Assignability. This AGREEMENT may not be assigned without prior written consent of all parties to this AGREEMENT, provided such consent may not be unreasonably withheld.
- E. Severability. If any part of this AGREEMENT is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- F. Governing Law and Venue. This AGREEMENT and all transactions contemplated by this AGREEMENT shall be governed by, and

construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida, and each Party hereby waives whatever their respective rights may have been in the selection of venue.

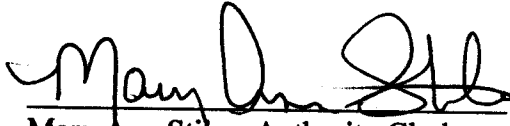
- G. Headings. The headings contained in this AGREEMENT are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this AGREEMENT.
- H. Attorney Fees. It is hereby understood and agreed that in the event any lawsuit in any judicial system, including federal or state, is brought to enforce compliance with this AGREEMENT or interpret same, or if any administrative proceeding is brought for the same purposes, each party to said action shall be responsible for its own Attorney's fees and costs, including appellate costs.
- I. Enforcement of Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of any subsequent breach or default in any terms and conditions.
- J. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- K. Effective Date. This AGREEMENT shall be effective as of the last date that it is signed by all parties hereto.
- L. The AUTHORITY shall indemnify, defend, and hold harmless the COUNTY against any actions, claims, or damages arising out of AUTHORITY'S negligence in connection with this AGREEMENT to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the COUNTY for the COUNTY'S negligent acts or omissions.
- M. The COUNTY shall indemnify, defend, and hold harmless the AUTHORITY against any actions, claims, or damages arising out of COUNTY'S negligence in connection with this AGREEMENT to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the AUTHORITY for the AUTHORITY'S negligent acts or omissions.

EXECUTED by SEACOAST UTILITY AUTHORITY this 25 day of September, 2008.

(Authority Seal)

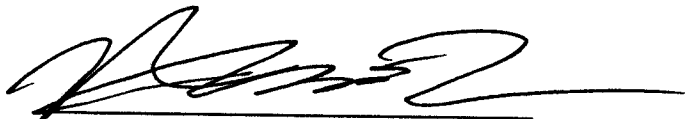
ATTEST:

SEACOAST UTILITY AUTHORITY


Mary Ann Stiles, Authority Clerk


Don Noel, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


Nathan Nason, Legal Counsel

EXECUTED by COUNTY this _____ day of _____, 2008.

(County Seal)

ATTEST:

PALM BEACH COUNTY, FLORIDA
By ITS BOARD OF COUNTY
COMMISSIONERS

SHARON R. BOCK, CLERK


Deputy Clerk

Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS:

Assistant County Attorney


Engineering

DATE: _____

DATE: _____

EXHIBIT "A"

Our fee for the above services shall be a total of Thirty-Eight Thousand Dollars (\$38,000.00) outlined as follows:

- 1. CONCEPTUAL DESIGN AND CONSULTATION**
 - 1.1 Site Visit/Project Orientation/Preliminary Research \$ 1,000.00
 - 1.2 Agency Preliminary Reviews \$ 2,000.00
 - 1.3 Conceptual Site Engineering Plan(s) \$ 2,500.00

- 2. SITE ENGINEERING DESIGN SERVICES**
 - 2.1 Phasing Plans \$ 1,500.00
 - 2.2 Water and Wastewater Plans \$21,000.00
 - 2.3 Easement / RW / Pavement \$ N/A
 - 2.4 Consultant's Summary of Quantities and Cost Estimate \$ 1,500.00

- 3. PERMITTING**
 - 3.1 Permitting Applications \$ 8,500.00
 - 3.2 Permit Tracking and Processing *included above*

WORK SCHEDULE:

65% COMPLETE: 60 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED.

95% COMPLETE: 30 CALENDAR DAYS AFTER RECEIPT OF WRITTEN COMMENTS RECEIVED FROM THE COUNTY REGARDING 65% SUBMITTAL.

100% COMPLETE: 30 CALENDAR DAYS AFTER RECEIPT OF WRITTEN COMMENTS RECEIVED FROM THE COUNTY REGARDING 95% SUBMITTAL.