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AN AGREEMENT BETWEEN CHARLOTTE COUNTY AND GENERAL DEVELOPMENT PERTAINING TO MANAGEMENT AND FUNDING RESPONSIBILITIES FOR THE CONSTRUCTION OF A PORTION OF MURDOCK CIRCLE.

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WHEREAS, General Development Corporation (General) as a condition of the Murdock Center Increment I Development Order, Resolution No. 88-83 (Development Order), is required to make certain improvements to Murdock Circle, as further outlined herein.

WHEREAS, General and Charlotte County (County) have determined that the necessary improvements to Murdock Circle might be efficiently and potentially more cost-effectively coordinated and accomplished together with the planned construction of El Jobean Road (New Kenilworth Boulevard) by the County.

WHEREAS, General and the County have agreed, if the improvements required of General can be constructed more efficiently and cost-effectively, they will work together to coordinate the construction of Murdock Circle, and to provide for the financing of certain costs related to the improvements to Murdock Circle, a portion of which General is obligated to make pursuant to the Development Order.

WHEREAS, General desires to enter into an agreement with the County for General to pay for certain improvements to Murdock Circle.

WHEREAS, the County has agreed that the execution of this agreement and the provision of adequate assurances by General to the County for improvements, as outlined herein, is in the public interest and shall fully meet General's requirements of the Development Order as they pertain to the two-laning of Murdock Circle.

NOW, THEREFORE, BE IT RESOLVED:

1. Pursuant to the Development Order, General shall provide to the County plans and permits for a four-lane divided section of Murdock Circle from U.S. 41 to El Jobean Road Extension; General shall also provide to the County sufficient funding to cover all costs associated with the construction of the first two lanes of the roadway.

2. Based upon the plans prepared by David Plummer and Associates, Inc., dated January 19, 1989 and approved by the County on February 3, 1989 and receipt of all necessary permits, the County shall prepare the appropriate documents and solicit bids for the four-lane construction of the previously described portion of Murdock Circle.

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FEB 27 1989

DIVISION OF COMMUNITY DEVELOPMENT CHARLOTTE COUNTY, FLORIDA

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RECORD VERIFIED - Barbara Scott, Clerk
JEAN JONES
By _____ D.C.

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3. Five (5) days prior to bid opening, General shall provide to the County a form of financial assurance acceptable to the County, in the amount of a mutually agreed-upon estimated cost of construction of General's two-laning responsibility. The estimated cost of construction and percentage of financial responsibility for both General and the County is attached as Exhibit 1.

4. Five (5) days prior to bid opening, General shall provide to the County \$50,000.00 to cover miscellaneous expenses associated with the construction management of the project, including, but not limited to, on-site inspection, administration, construction supervision and laboratory testing. County shall document and provide copies to General of the expenditure of these funds. If additional funds are needed through the course of the construction, County shall so certify an itemized projection of such funds to General, who shall provide these funds to the County within thirty (30) days of the County's request. All such funds so provided to County by General shall be deposited in the account described in paragraph 7 below.

5. Charlotte County shall fund the costs of the additional two lanes of the roadway.

6. Charlotte County shall be obligated to accept the lowest and best bid for the construction of the roadway.

7. Within thirty (30) days after bid opening, General shall provide to the County one half (1/2) of the necessary funds to meet their two-lane construction obligations, based upon the actual price of the bid which is to receive the contract. Said funds shall be deposited by County into a special account established exclusively for the purpose of construction-related funding of the above specified road segment. County shall keep separate and specific records of the expenditures of all such funds.

8. General shall be responsible for utility relocation costs which may be associated with its two lanes of the project. County shall be responsible for utility relocation costs which may be associated with its two lanes of the project. In the instance where utility relocation cost cannot be determined to be either General's or the County's responsibility, said costs shall be shared by both parties according to the percentage of the total cost associated with each party's responsibility, as shown in Exhibit 1.

9. Any increase to the contract amount shall be submitted as a written

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change order by the contractor and approved by bot. County and General. The responsibility for the increased costs incurred by an approved change order shall be assigned to the appropriate party in the same manner as outlined for utility relocation costs in #8 above.

10. The County shall assure that the notice to bidders, instruction to bidders, and the construction contract provide that the Murdock Circle improvements work must be prosecuted in compliance with all applicable Federal, State, and local laws, and with due diligence to assure the completion of the improvements no later than August 1, 1989.

11. Upon certification by County that construction has progressed to the road sub-grade installation phase, General shall provide to the County the balance of the necessary funds, within thirty (30) days of said certification, to meet their two-lane construction obligations, based upon the actual contract amount. Said funds shall be deposited by County into the special account established exclusively for the purpose of construction-related funding of the above specified road segment.

12. Upon final inspection and approval of the completed road project by the County, then the County shall certify to General that all funds provided by General have been used to pay for costs associated with General's construction responsibilities and provide an accounting therefore. If all funds provided by General are not needed to complete the project, then the remaining funds shall be reimbursed to General within thirty (30) days of final inspection and approval by the County.

13. Upon completion and certification of the improvements, the County agrees to immediately assume the maintenance obligation by Resolution, and shall declare that General has met all obligations for the two-laning of Murdock Circle as set forth in the Development Order for Increment I.

14. Upon the provision of the construction funding to County by General, as set forth in paragraph 7, the County shall thereafter issue building permits for any development within the lands west of Murdock Circle for which all applicable approvals necessary for issuance of building permits have been obtained. No building permits shall be issued unless the site has access which does not interfere with the road construction. Upon completion of the road work described herein, certificates of occupancy may be issued for work completed under approved building permits.

15. The County shall be solely responsible for:

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(A) The selection of any necessary engineers, inspectors, and construction supervisors.

(B) The satisfactory performance of all inspection, supervision, and certification of the Murdock Circle improvements.

(C) Ensuring that the construction is in conformance with all designs and specifications, with all permit conditions, Federal and State law, and local ordinances.

(D) Assuring that the contractor's contract requires that the contractor understand and agree to comply with all permit conditions and provide adequate assurances to assure that the project is constructed in accordance with the design and specifications and in compliance with all applicable State, Federal and local laws and permit conditions.

(E) Ensuring that the improvements are completed within a time certain as set forth in paragraph 10 of this agreement.

16. This agreement encompasses the entire agreement of the parties and shall not be modified except by an instrument in writing signed by the parties.

17. This agreement shall be binding upon the parties and their respective representatives and assigns.

PASSED AND DULY adopted this 15 day of February, 1989.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By Bill Burdick
Bill Burdick, Chairman

ATTEST:
Barbara T. Scott, Clerk of
Circuit Court and Ex-officio
Clerk to the Board of County
Commissioners

By Katherine Doney
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

William D. Moore
William D. Moore, County Attorney

GENERAL DEVELOPMENT CORPORATION

By: Carlton L. Piersish
Senior Vice-President

ATTEST:
By: Ned Shandloff
Ned Shandloff
Assistant Secretary

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METHODOLOGY FOR ASCERTAINING THE
 PERCENTAGE OF FINANCIAL RESPONSIBILITY
 BETWEEN GENERAL DEVELOPMENT CORPORATION
 AND CHARLOTTE COUNTY

From FDOT District One Construction
 Cost tables per mile -

4 lane Rural New construction (divided):	\$1,293,329	(100%)
2 lane Rural New construction:	\$673,081	(52%)
	=====	
Cost differential:	\$620,248	(48%)

THEREFORE, since General Development is responsible for the construction cost of the first two lanes of Murdock Circle, it's percentage of financial responsibility is 52%. The County is responsible for the construction cost of the second two lanes which makes their percentage of financial responsibility 48%. The estimated cost of road construction can therefore be assigned as follows:

SUMMARY OF PROBABLE CONSTRUCTION
 COST ESTIMATE (1989) FOR MURDOCK
 CIRCLE (from OS 41 to Kenilworth)

	Estimated Cost (1)	GDC's Cost @ 52%	County's Cost @ 48%
	=====		
Roadway Construction	\$191,220	\$99,434	\$91,786
Signing and Pavement Marking	\$8,900	\$4,628	\$4,272
Water Distribution System (2)	\$89,600	\$89,600	\$0
	=====		
TOTAL:	\$289,720	\$193,662	\$96,058

- (1) Based on Florida Department of Transportation's Statewide Average Prices adjusted to 1989 dollars.
- (2) Although the installation of the Water Distribution System is a portion of the work to be performed under this agreement, it is not, nor is any portion of the work, the financial responsibility of the County. All cost for this line item has therefore been assigned to General Development.

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