

Meeting Date
September 3, 2015



AGENDA	
Section	
Item No.	V.C.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Interlocal Agreement with the City of Cocoa Pertaining to the Utility Removal and Relocation at Diana Boulevard, Merritt Island – District 2 (Fiscal Impact: \$88,255.29 Funding Provided by the City of Cocoa)
DEPT/OFFICE:	Public Works Department – Finance and Contracts Administration

Requested Action:
It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the Interlocal Agreement with the City of Cocoa pertaining to the removal and relocation of utilities at the intersection of Diana Boulevard and Mercury Street in Merritt Island.

Summary Explanation & Background:
Public Works Road & Bridge New Construction plans to construct roadway drainage improvements at Diana Boulevard on Merritt Island. The City of Cocoa has notified the County that they have existing utilities in the right-of-way at the intersection of Diana Boulevard and Mercury Street. The City desires to have these utilities, which include potable water mains, to be removed and relocated during the County's construction of the roadway drainage improvements at the intersection.

The cost estimate to remove and relocate the City's utilities is \$88,255.29. This amount includes a ten (10) percent Contingency. The City will deposit the funding with the County within fourteen (14) days of issuance of the Notice to Proceed.


Performing the utilities work in conjunction with the drainage improvements will help to alleviate inconvenience to citizens traveling in the project area. Additionally, this coordination between the City and the County will prevent unnecessary duplication of work effort and promote efficiency.

Fiscal Impact: FY 2014/2015/2016 - There is no cost to Brevard County for this action.

Clerk to the Board Instructions: Please return fully executed Interlocal Agreement (3 originals) to the Public Works Department

Exhibits Attached: Interlocal Agreement (4 originals)

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten	Assistant County Manager	 John P. Denninghoff / 57202



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

September 4, 2015

M E M O R A N D U M

TO: John Denninghoff, Public Works Director

RE: Item V.C., Interlocal Agreement with City of Cocoa Pertaining to the Utility Removal and Relocation at Diana Boulevard, Merritt Island

The Board of County Commissioners, in regular session on September 3, 2015, executed Interlocal Agreement with City of Cocoa pertaining to the removal and relocation of utilities at the intersection of Diana Boulevard and Mercury Street in Merritt Island. Enclosed are two fully-executed and one certified Agreement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

Encls. (3)

cc: Contracts Administration

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT, made and entered into 3 day of September, 2015 by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the City of Cocoa, Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "CITY"

WITNESSETH:

Whereas, the COUNTY provides infrastructure improvements for Merritt Island, Florida; and

Whereas, the COUNTY plans to construct roadway drainage improvements at the intersection of Diana Boulevard and Mercury Street; and

Whereas, the CITY desires to have their utilities (potable water mains) removed and relocated, hereinafter referred to as the PROJECT, as part of the COUNTY'S construction of the roadway drainage improvements; and

Whereas, the COUNTY desires to work with the CITY to remove and relocate the waterline at the intersection of Diana Boulevard and Mercury Street; and

Whereas, the PROJECT will be performed in conjunction with the construction on the applicable portion of the roadway drainage improvements to promote efficiency, to prevent unnecessary duplication of effort, and to prevent further inconvenience to the citizens of Merritt Island, Brevard COUNTY; and

Whereas, the CITY desires the COUNTY'S assistance in coordinating the construction of the PROJECT along the affected portion of roadway and drainage rights-of-way and easements; and

NOW THEREFORE, the COUNTY and CITY covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

1. The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.
2. Statutory Authority: This Agreement shall be considered an Interlocal Agreement pursuant to authority of Florida Statutes, Chapter 163 Part 1, 2013.

3. Project: The CITY and the COUNTY agree that the construction of the PROJECT shall be in conjunction with the roadway drainage improvements. The PROJECT shall be performed by the Public Works, Road and Bridge New Construction.
4. Approval of Plans: The CITY shall have the opportunity to review and approve all plans and specifications prior to any construction being undertaken by the COUNTY. The COUNTY shall be responsible for ensuring that any plans which are submitted to the CITY shall be submitted in a timely fashion. Whenever plans are submitted to the CITY for review, the CITY shall return said plans in "marked up" form with comments to the COUNTY within fourteen (14) calendar days. If the CITY does not return the "marked up" plans and comments within fourteen (14) calendar days, the CITY's right to approve is forfeited and the COUNTY shall continue with the PROJECT using its best judgment.
5. Financial Contribution to the PROJECT: The CITY shall deposit funds with the COUNTY, within 14 days of Notice to Proceed of the PROJECT, in the amount of the PROJECT Cost Estimate \$88,255.29, which includes 10% Contingency, as depicted on Exhibit "A", which is attached hereto and deemed fully incorporated herein by this reference.
6. CITY's Separate Financial Responsibility: The CITY shall be financially responsible for any and all costs in excess of the PROJECT Cost Estimate, Exhibit "A" for the construction of the PROJECT; and any additional engineering costs, permit costs/fees, contractor supervision, technical services incurred as a result of the construction of the PROJECT, and any potential right-of-way acquisition. The CITY shall have 14 days to review any increased costs or fees in excess of the PROJECT Cost Estimate for the construction of the PROJECT. The CITY has the right to refuse any costs that it deems inappropriate and provide that portion of the PROJECT itself. Nothing herein shall release the CITY from Financial responsibility for payment of costs incurred by the COUNTY as a result of construction of the PROJECT described herein.
7. Lead Agency: The CITY agrees that COUNTY shall be the lead agency to perform all work on the PROJECT. The COUNTY shall have the authority to enter into appropriate contract (s) with contractor (s) to perform work on the PROJECT in compliance with Florida Statutes.
8. Review Meetings: The CITY shall have the right to have a representative present at any construction site meetings which shall be set at such time and place as the COUNTY deems appropriate. The COUNTY shall provide one (1) day advance notice of date, time, and location unless an emergency meeting is required, in which case all best efforts shall be made to contact the CITY's designated representative on the PROJECT.

9. Notices: All notices required under the agreement shall be in writing and delivered to the parties by United States mail, as follows:

a. CITY Representative
George R. Toler
Engineering Technician
351 Shearer Blvd.
Cocoa, FL 32922

b. COUNTY Representative
Tammy Thomas-Wood
Public Works Support Services Manager
2725 Judge Fran Jamieson Way, Bldg. A-201
Viera, Florida 32940

10. Final Approval: The CITY shall approve the construction of the PROJECT if the work is in substantial compliance with the plans previously approved by the CITY and provided to the COUNTY. The CITY shall not unreasonably withhold final approval.

11. Precedence: The COUNTY and the CITY agree that the COUNTY'S roadway drainage improvements have precedence over the PROJECT.

12. Repairs and Maintenance: Upon acceptance of the PROJECT by the CITY, the CITY shall thereafter maintain the utilities and make all necessary changes, repairs and replacements to such utilities and any improvements to it. Upon acceptance by the CITY, the COUNTY shall have no further responsibility for any further construction or modifications/changes or maintenance/repair of the utilities.

13. Responsibilities; Contractor Indemnity and Insurance

(a) The COUNTY and CITY shall each be responsible for their own actions and the actions of their respective employees and contractors in connection with this Agreement. Nothing in this Agreement, express or implied, is intended to be nor shall be construed as a waiver or limitation of the COUNTY'S or the CITY'S right to sovereign immunity under Section 768.28, Florida Statutes or other applicable provisions of law.

(b) The COUNTY shall require any third party contractor performing work referenced in the Agreement including, but not limited to the work required to complete the PROJECT, to maintain general liability insurance with at least one million dollars (\$1,000,000.00) of insurance coverage. The COUNTY shall require any such third party contractor (s), in the construction contract, to indemnify and hold harmless the COUNTY and the CITY from and against any claims, liability, damages, expenses, proceedings,

judgements, and causes of action of any kind and/or nature arising out of or connected with the third party contractor's performance of work contemplated by the Agreement ("Claims"). In additions, the third party contractor shall, prior to commencing any work under the construction contract, provide a current certificate of insurance and endorsement listing the COUNTY and the CITY as additional named insureds under the general liability policy to cover any such Claims.

14. Attorney's Fees: In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.
15. Default: Either party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.
16. Severability: If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceable shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.
17. Entirety: This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to the Agreement unless such amendments are in writing and signed by both parties.
18. Effective Date: The effective date of the Agreement shall be the date on which the last signature required to execute this Agreement is attached.
19. No Third Party Beneficiaries: This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, express or implied, is intended to be nor shall be a conferring upon or giving any person or entity any right, remedy or claim by reason of this Agreement or any provisions or conditions hereof, including any provisions or conditions hereof that may be implied or suggested in equity, and only the express parties to this Agreement and their respective designated representatives, successors and assigns shall have any rights under this Agreement.
20. Applicable Law: This Agreement and the provisions herein shall be construed, controlled and interpreted according to the laws of Florida.
21. Binding Effect: Each party represents to the other it has undertaken all necessary actions to execute this Agreement and has the legal authority to enter this Agreement and to undertake all obligations imposed on it.

22. Recording: Upon execution of the Agreement, the COUNTY shall record a fully executed original of this Agreement in the Public Records of Brevard COUNTY, Florida, and shall return a recorded Agreement to the CITY's City Clerk.

23. Venue: Venue for any action brought by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

24. Termination Clause: The COUNTY or the CITY shall have the right to terminate this Agreement by furnishing written notice as provided in paragraph (9). However, paragraphs (5) and (6) of this Agreement shall be adhered to in so far as the COUNTY shall be compensated for any portion of the PROJECT that has been completed through this Agreement prior to any termination.

IN WITNESS WHEREOF, we have set our hands and seals.

ATTEST:



Carrie Sweeney
City Clerk

CITY OF COCOA:



John Titkanich, City Manager
Date 08/25/15

ATTEST:




Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Robin Fisher, Chairman
As approved by the Board on: 09/03/15

Reviewed for Legal Form and Content



Deputy County Attorney

Public Works Construction
 2725 Judge Fran Jamieson Way
 Building A - Room 201
 Viera, FL 32940



Job Estimate

Date	Estimate #
8/10/2015	226

Name / Address
City of Cocoa 65 Stone Street Cocoa, FL 32922

Project	P.O. No.	Rep
160 Diana Blvd waterline replacement		JW

Item	Description	Unit Ms	Qty	Cost	Total
100-7-2	CONTINGENCY	LS	1	8,178.00	8,178.00
100-8-1	DEWATERING(WELLPOINTS)	LF	150	8.00	1,200.00
101-1	MOBILIZATION	LS	1	1,200.00	1,200.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	1,200.00	1,200.00
104-18	INLET PROTECTION SYSTEM	EA	4	36.26	145.04
1050-15002	UTILITY PIPE, ADJUST/MODIFY, 4"	LF	200	55.29	11,058.00
1050-15004	UTILITY PIPE, ADJUST/MODIFY, 8"	LF	80	57.29	4,583.20
1050-16002	UTILITY PIPE,REMOVE & DISPOSE, 4"	LF	200	39.28	7,856.00
1050-16004	UTILITY PIPE,REMOVE & DISPOSE, 8"	LF	80	39.28	3,142.40
1055-1	WATERMAIN FITTINGS	LS	1	10,296.00	10,296.00
1080-11207	UTILITY FIXTURES, F&I, 4", LINE STOP ASSEMBLY	EA	1	4,500.00	4,500.00
1080-11407	UTILITY FIXTURES, F&I, 8", LINE STOP ASSEMBLY	EA	2	8,000.00	16,000.00
1080-11204	UTILITY FIXTURES, F&I,4", VALVE ASSEMBLY	EA	3	675.03	2,025.09
1080-11404	UTILITY FIXTURES, F&I, 8", VALVE ASSEMBLY	EA	2	1,101.78	2,203.56
121-70	FLOWABLE FILL	CY	41	130.00	5,330.00
210-2	LIMEROCK-NEW MATERIAL FOR REWORKING BASE	SY	56	33.00	1,848.00
339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	10	300.00	3,000.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	130	20.00	2,600.00
522-5	CONCRETE SIDEWALK 12" W/FIBER with truncated Domes	SY	4	385.00	1,540.00
711-11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	100	3.50	350.00

APPROVAL FOR PAYMENT

FUND / COST CENTER GENERAL LEDGER INTERNAL ORDER
 IF THIS ESTIMATE MEETS YOUR APPROVAL PLEASE SIGN BELOW AND EMAIL BACK TO
 bruce.black@brevardcounty.us OR INITIATING PARTY. THIS IS NOT A BILL

Total \$88,255.29

 SIGN HERE

 DATE

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor:	
2. Fund/Account #:	Division Name: Finance and Contracts Administration
4. Contract Description: Interlocal Agreement with the City of Cocoa – Diana Blvd Waterline	
5. Contract Monitor: Jeanette Scott	6. Mail Stop #: 81 & Ext. 52853
7. Dept./Office Director: Public Works / John P. Denninghoff	8. Contract Type: Intergovernmental - Local
ACTION DATE: September Board meeting	ACTION REQUIREMENT: Review please

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>thw</u>	<u>8/24</u>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>	<u> </u>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u> </u>	<u>8/24</u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.*

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

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	<u>YES</u>	<u>NO</u>		
User Agency	_____	_____	_____	_____
Risk Management	✓ _____	_____	JLJ _____	8/27/2015 _____
County Attorney	_____	_____	_____	_____

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H.C.

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IN WITNESS WHEREOF, we have set our hands and seals.

ATTEST:

CITY OF COCOA:

Care Shealy
City Clerk

John Titkanich
John Titkanich, City Manager
Date 02/25/15

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Scott Ellis, Clerk

Robin Fisher, Chairman
As approved by the Board on: 09/03/15

Reviewed for Legal Form and Content

[Signature]
Deputy County Attorney