

AGENDA	
Section	Consent
Item No.	II A 10

Meeting Date
July 11, 2017



**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 within Cone Road Commercial Park, Merritt Island – District 2 (Fiscal Impact: None – The City of Cocoa To Fund Costs)
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 (potable water mains) within Cone Road Commercial Park in Merritt Island. It is further requested that the Board approve any budget change requests as a result of this action.

Summary Explanation & Background:

Public Works plans to construct sewer system, drainage and water quality improvements, and a sidewalk within Cone Road Commercial Park on Merritt Island. The City of Cocoa has notified the County that they have existing utilities (potable water mains) in the County right-of-way within the County's project limits, and at certain locations, these utilities will be in conflict with the proposed improvements. In order to eliminate the conflicts, the City desires to have these utilities relocated and reinstalled during the County's construction of the Cone Road Drainage and Sidewalk Improvements/Infrastructure project. The cost, based on the Engineer of Record's estimate, to remove and relocate the City's utilities is \$85,342.00. This amount includes a ten (10) percent contingency. The City will deposit the funding with the County within thirty (30) days of bid advertisement of the County's project. The City shall be responsible for all costs associated with this utilities work, including any change orders.

Performing the utilities work in conjunction with the construction of the sewer system, drainage and water quality improvements and sidewalk 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: There is no cost to Brevard County for this action. The City shall be responsible for the cost to remove and relocate the utilities.

Clerk to the Board Instructions: Please return signed Interlocal Agreement (3 originals) to the Public Works Department for execution and recording by the City of Cocoa.

Exhibits Attached: Interlocal Agreement (3 originals)

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
Interim County Manager	Assistant County Manager	Department Director / Extension					
Frank Abbate	Venetta Valdengo						
	Interim Assistant County Manager	Andrew J. Holmes, P.E., Interim Director / 57202					
	John P. Denninghoff						

**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.**

<b>1. Contractor:</b>	
<b>2. Fund/Account #:</b>	<b>Department Name:</b> Public Works
<b>4. Contract Description:</b> Interlocal Agreement with City of Cocoa re: Utilities Relocation within Cone Road project	
<b>5. Contract Monitor:</b> Jeanette Scott	<b>6. Mail Stop #:</b> EXT 52853
<b>7. Dept./Office Director:</b> Andrew J. Holmes, P.E., Interim Public Works Director	<b>8. Contract Type:</b> Intergov. Local
<b>ACTION DATE:</b> 30 days from entry	<b>ACTION REQUIREMENT:</b> Need complete data

**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	✓		<i>ALS</i>	7/6/17
Risk Management				
County Attorney	✓		<i>DEC</i>	7/5/2017

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

**SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST**

<u>DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
<b>Note:</b> Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

**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, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

July 12, 2017

**M E M O R A N D U M**

**TO:** Andrew Holmes, Interim Public Works Director

**RE:** Item II.A.10., Interlocal Agreement with City of Cocoa Pertaining to the Utility Removal and Relocation within Cone Road Commercial Park in Merritt Island

The Board of County Commissioners, in regular session on July 11, 2017, executed Interlocal Agreement with City of Cocoa pertaining to the removal and relocation of utilities (potable water mains) within Cone Road Commercial Park in Merritt Island; and approved any budget change requests as a result of this action. Enclosed are three executed Interlocal Agreements.

**Upon execution by the City of Cocoa, please return a fully-executed Interlocal Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encls. (3)

cc: Contracts Administration

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT, made and entered into 11 day of July, 2017 by and between the Board of County Commissioners, 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 plans to construct sewer system, water quality and drainage improvements, and sidewalk installation within the Cone Road Commercial Park within Merritt Island; and

**WHEREAS**, the CITY desires to have their existing utilities (potable water mains) removed and relocated, that in certain locations conflict with the COUNTY's construction of the sewer system, water quality and drainage improvements and sidewalk installation, hereinafter referred to as the PROJECT; and

**WHEREAS**, the COUNTY desires to work with the CITY to remove and relocate the water mains that are in conflict within the PROJECT area; and

**WHEREAS**, the PROJECT will be performed in conjunction with the construction of the sewer system, water quality and drainage improvements, and sidewalk installation to promote efficiency, to prevent unnecessary duplication of effort, and to prevent further inconvenience to the citizens of Merritt Island, Brevard County; 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 COUNTY'S sewer system, water quality and drainage improvements, and sidewalk installation. The PROJECT shall be performed by the Contractor awarded the construction contract of the COUNTY'S Cone Road Drainage and Sidewalk/Infrastructure Project.
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 Fourteen (14) calendar days of the COUNTY'S acceptance of the award amount, in the amount of the actual bid cost plus 10% or \$85,342.00, whichever is less, which includes a 10% contingency of the PROJECT, as depicted on Exhibit "A", which is attached hereto and deemed fully incorporated herein by this reference. If the award amount of the PROJECT is greater than \$85,342.00, the CITY shall deposit the difference with the COUNTY within thirty (30) calendar days of contract execution with the Contractor by the COUNTY.
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.

The CITY may review and approve change orders prior to COUNTY execution. The COUNTY will provide change orders to the CITY, and the CITY shall provide any review comments or approval within five (5) calendar days. If the CITY does not provide review comments or approval within five (5) calendar days from the date of receipt of the change order to the CITY, the COUNTY may proceed in the best interest of the PROJECT and approve the change order. 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 the 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 five (5) 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 Supervisor  
351 Shearer Blvd.  
Cocoa, FL 32922

b. COUNTY Representative  
Tammy Thomas-Wood  
Support Services Manager  
2725 Judge Fran Jamieson Way, Suite A-201  
Viera, FL 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 constructed 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 CITY 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 COUNTY'S Representative.
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:

CITY OF COCOA:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
John Titkanich, City Manager

Date \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY

  
\_\_\_\_\_  
Scott Ellis, Clerk

  
\_\_\_\_\_  
Curt Smith, Chairman

As approved by the Board on: 7/11/17

Reviewed for Legal Form and Content

  
\_\_\_\_\_  
Assistant County Attorney

## Exhibit "A"

Engineer's Estimate of Probable Cost  
**Cone Road Drainage and Sidewalk Improvements**

Bussen-Mayer File # 388006 drain water\$

Date: 06/26/17

**City of Cocoa Utilities Dept.**

Item No.	Qty.	Unit	Item	Unit \$	Extended \$
2055-11-404	4	EA	Bend, 45°, 4"	200.00	800.00
2055-11-412	4	EA	Bend, 45°, 12"	900.00	3,600.00
2060-16-002	28	LF	Remove exist. 4" AC water main	18.00	504.00
2060-16-006	35	LF	Remove exist. 12" DIP water main	12.00	420.00
2060-51-204	28	LF	4" DIP water main	40.00	1,120.00
2060-51-212	35	LF	12" DIP water main	60.00	2,100.00
2080-11-207	2	EA	4" Line stop	4,000.00	8,000.00
2080-11-208	2	EA	Transition coupling, AC to DIP, 4"	300.00	600.00
2080-11-407	2	EA	12" Line stop	6,000.00	12,000.00

Subtotal                   \$29,144  
 10% Contingency           \$2,914

**Total Estimated Cost           32,058**

Engineer's Estimate of Probable Cost  
Cone Road Infrastructure Improvements (MIRA)

Bussen-Mayer File # 394002 water\$

Date: 06/26/17

**City of Cocoa Utilities Dept.**

Item No.	Qty.	Unit	Item	Unit \$	Extended \$
2055-11-408	8	EA	Bend, 45°, 8"	450.00	3,600.00
2055-11-412	4	EA	Bend, 45°, 12"	900.00	3,600.00
2060-16-004	40	LF	Remove exist. 8" AC water main	20.00	800.00
2060-16-007	20	LF	Remove exist. 12" AC water main	22.00	440.00
2060-51-208	40	LF	8" DIP water main	50.00	2,000.00
2060-51-212	20	LF	12" DIP water main	60.00	1,200.00
2080-11-307	4	EA	8" Line stop	4,500.00	18,000.00
2080-11-308	2	EA	Transition coupling, AC to DIP, 8"	400.00	800.00
2080-11-407	3	EA	12" Line stop	6,000.00	18,000.00

Subtotal \$48,440

10% Contingency \$4,844

**Total Estimated Cost      53,284**