Item # 36

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Interlocal Agreement between Seminole County and the City	of
Casselberry related to Utility Construction in conjunction with the U	S
Highway 17/92 Reconstruction Project from the Orange County Line to Lake	of
the Woods Boulevard.	_
DEPARTMENT:Public WorksDIVISION:Engineering AUTHORIZED BY:CONTACT:McCollum/P.E. EXT. 576 W. Gary Johnson/P.E., Director	
Agenda Date 01/23/07 Regular Consent Work Session Briefing Public Hearing – 1:30 Public Hearing – 7:00]

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Casselberry for the construction of City utility work concurrently with the US Highway 17/92 Reconstruction Project.

District 4 ~ Commissioner Henley

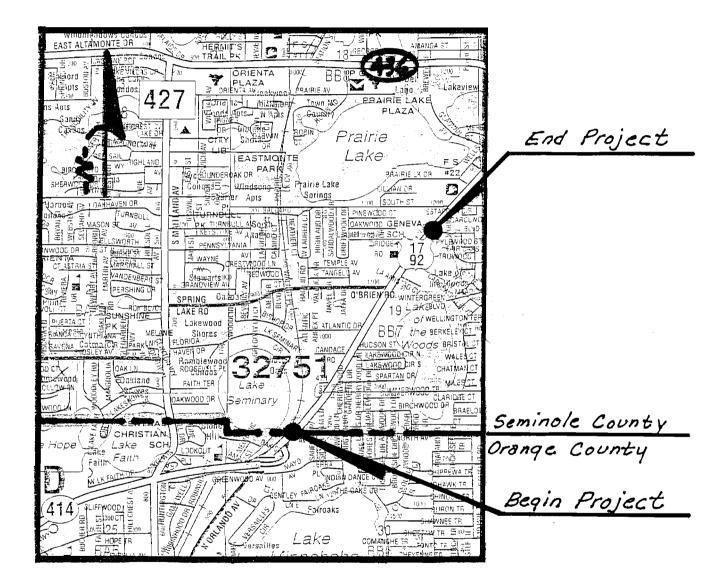
(Jerry McCollum, P.E.)

BACKGROUND:

This Agreement will facilitate the construction of the City of Casselberry water and sewer utilities in conjunction with the reconstruction improvements along US Highway 17/92 from the Orange County Line to Lake of the Woods Boulevard. A corresponding Budget Amendment Resolution is being presented under the Fiscal Services agenda to establish appropriate revenue and expense accounts.

Attachments: Location Map Interlocal Utility Construction Agreement Resolution – City of Casselberry

Reviewed by Co Atty: 🗡 DFS: Other: DCM: см: (File No. CPWE02



LOCATION MAP

CIP # 226502

SEMINOLE COUNTY AND CITY OF CASSELBERRY INTERLOCAL UTILITY CONSTRUCTION AGREEMENT STATE ROAD 15/600 U.S. 17-92 RECONSTRUCTION PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of______, 2006, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as County and the CITY OF CASSELBERRY, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as City.

WITNESSETH:

WHEREAS, the parties hereto have the common power to construct utility and roadway facilities and to contract for the performance of such work; and

WHEREAS, the City desires, at its expense, to construct water and sewer utilities (hereinafter referred to as the City Utility Work) within the County's rights-of-way, in conjunction with the County roadway construction project known as the State Road 15/600 U.S. 17-92 Reconstruction Project (hereinafter referred to as the County Project); and

WHEREAS, the City has requested that the County include the City Utility Work as defined in Section 2 hereinbelow in the County Project in order to meet the needs of the City and complete the City Utility Work in a manner that is economical and timely for the City; and WHEREAS, the County is willing to provide such work pursuant to the terms and conditions of this Agreement; and

WHEREAS, this Agreement is authorized by the provisions of Chapters 125, 163 and 166, Florida Statutes, and other applicable law,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

Section 1. Recitals. The above recitals are true and correct, and form a material part of this Agreement upon which the parties have relied.

Section 2. General. The City acknowledges that certain of its water and sewer utility infrastructure components are included within the geographic parameters of the County Project. The City further acknowledges that consequently, such components must be relocated as shown on the construction plans and defined in Section 4 below and referred to throughout this Agreement as the City Utility Work. The City shall be solely responsible for payment of the costs associated with the City Utility Work tasks as set forth in the City Design Plans, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 3. Rights of Way. The parties acknowledge and agree that the County Project and the City Utility Work shall take place within rights-of-way or easements acquired by the City. The County shall not be obligated to perform any City Utility Work that requires it to acquire any property interests, including temporary construction easements, over and above those already acquired by the County or the City. The City shall be responsible for acquiring and paying for any additional property interests or other rights that may be necessary to complete the City Utility Work prior to performance of said City Utility Work by the County.

Section 4. Construction Plans.

Inasmuch as the City Utility Work shall occur in an area (a) where the County plans to make grade changes for roadway construction and construct underground stormwater facilities, including pipelines and appurtenant structures, it is in the best interest of the City and County to have the City Utility Work and roadway construction performed pursuant to the same construction contract, hereinafter referred to as the County Contract. Accordingly, the City, through its consultant, Horizon Engineering Group, Inc., (Horizon) with a mailing address of 668 North Orlando Avenue, Suite 1009, Maitland, Florida 32751, has prepared the design plans for the City Utility Work (the City Design Plans) and furnished signed and sealed copies of Exhibit A, City Design Plans, to the County. The parties hereto agree that Horizon prepared the City Design Plans with the intent that all City Utility Work shall be performed by the County's contractor, hereinafter referred to as the County's Contractor. These plans consist of:

WATER AND SEWER PLANS

SHEET NO.	LATEST DATE	DESCRIPTION
1	4/06/06	Cover Sheet
2A, 2B	4/06/06	Tabulation of Quantities
3-26	4/06/06	Plan and Profile
27-45	4/06/06	Details

(b) The City acknowledges and agrees that County review of the City Design Plans may require the City to make changes to the plans or submit additional information to the County.

(c) No additional work beyond that specified in Subsection 4(a) shall be preformed without notification to and concurrence of the City; provided, however, that, if in the opinion of the County's consulting engineer an emergency exists, the consulting engineer may authorize measures which in his/her professional opinion are reasonably necessary to prevent or mitigate any resulting damages. The City shall be notified by the County as soon as possible regarding said emergency.

(d) Additional work required for the City Utility Work beyond that specified in the County contract may be authorized by change order issued by the County in accordance with the procedure set forth in Subsection 4(c) and paid for in full by the City. Any reduction of the cost for the City Utility Work made by change order approved by the County will reduce the total amount to be paid by City to County.

Section 5. Utility Specifications. The City shall provide the County with the signed and sealed specifications for construction of the City Utility Work. Such utility specifications shall include copies of issued permits, payment application, submittal requirements, record drawing requirements, testing requirements, payment for the two (2) year maintenance bond to be provided by the County's Contractor to the City and any other information needed by the County or the County's Contractor for construction. The City acknowledges that County's review of the specifications may require the City to make changes to the specifications or submit additional information to County as set forth in Section 4 hereunder.

Section 6. Permitting. The City accepts sole responsibility for obtaining, at City expense, all necessary Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), and County permits required, if any, for the City Utility Work. City shall not apply for a permit from the County until County completes its review of the City Design Plans.

Section 7. Bidding and Contract Award. The City shall provide the County with a bid schedule containing bid items (item number and description), unit of measure and estimated quantity for all major items of the City Utility Work. The bid schedule shall be in tabular format with spaces provided for the County's bidders to fill in unit prices and total prices for each bid item. The City agrees that County review of the bid schedule may require the City to make changes to the schedule or submit additional information to the County.

(a) All tasks associated with bidding, including, but not limited to, bid advertisement, distribution of bid documents, bid opening, evaluation of bidders and award of the County Contract shall be conducted by the County. The City shall provide written answers to questions from the County and respond as needed to questions raised, if any, during the bidding process. Prior to the bid opening, the City shall not communicate and advise Horizon not to communicate in any manner with a prospective bidder, plan holder, subcontractor, or other person, firm or entity regarding the plans and specifications. The parties agree that all information regarding the bid documents, including the City Design plans and specifications, questions, interpretations and explanations regarding same shall be processed through the County.

(b) The County shall provide City with a copy of all bids received so City can evaluate all submitted prices for the City Utility Work. The City understands and agrees that the County shall award the County Contract to the lowest responsive, responsible bidder for the County project in accordance with the County's Purchasing Code requirements, and acknowledges that the bid containing the lowest bid for the County work may not necessarily include the lowest submitted bid for the City Utility Work.

(c) The County shall not award the County Contract until FDEP approval. If FDEP approval is not received within sixty (60) days after determination by the County of the apparent responsive low bidder, then the City Utility Work shall automatically be deleted from the County Contract and the County's award and contract execution shall proceed without including the City Utility Work. The City shall be responsible for subsequent additional costs and charges, if any, caused by issuance of a change order to reincorporate the City Utility Work into the awarded County Contract.

(d) Until twenty (20) days after bid opening, the City may elect to withdraw the City Utility Work from the process by providing written notice to the County. From twenty-one (21) days after bid opening, the City may not terminate this Agreement without providing thirty (30) days written notice to the County and paying all costs and expenses incurred by the County and the County's Contractor up to the date of notification for the City Utility Work.

Section 8. Administration of Construction Contract. Any communication with the County's Contractor during construction shall be through the County or the County's designated Construction Engineering and Inspection Professional Engineer ("CEI Consultant"). The City is authorized to consult with the CEI Consultant during the construction period regarding the City Utility Work. Construction layout, construction coordination, including coordination with other utilities and scheduling all work are the sole responsibility of the County, the CEI Consultant and the County's Contractor and not the responsibility of the City or Horizon.

(a) The County shall ensure that the CEI Consultant shall: (1) schedule and attend the preconstruction meeting, progress meetings, and project closeout meetings with the County's Contractor; (2) provide on-site inspection services, engineering services, surveys for as-built drawings and final quantities; (3) provide construction coordination with subcontractors, surveyors, layout personnel and

construction quality control testing personnel; and (4) issue instructions to the County's Contractor, coordinate the processing of contract change orders, process payment applications and conduct punch list and final inspections of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other contract documents.

(b) The City and/or Horizon shall attend the preconstruction meeting, review and respond to County, County Contractor or CEI Consultant questions or requests for information and review proposed construction changes. The City shall consult with the CEI Consultant during the construction period. The City shall not issue directions, interpretations, product approvals or denials, grant time extensions, approve payment of claims, or in any way administer the County Contractor or construction or associated paperwork with the contractor inasmuch as such actions shall be approved and issued by the County in accordance with applicable provisions of the County's Contract. The City shall be responsible for the cost of conflict manholes not included in the County's Contract.

(c) The City shall have the opportunity to review and approve all change orders related to the City Utility Work prior to approval by the County for inclusion in the County's Contract. The City shall be responsible for payment to the County for costs resulting from approved change orders related to the City Utility Work. The County shall make all reasonable efforts to accommodate the City's request for change orders relating to the City Utility Work. In the event of a conflict or dispute relating in any way to the City Utility Work, the County shall have final authority.

(d) The City shall be solely responsible for coordinating and obtaining all FDEP approvals, processes and notifications required for the City Utility Work.

Section 9. Inspection During Construction. The City and Horizon shall have the right at all times to non-intrusively inspect the City Utility Work and any and all records relating to the performance of the City Utility Work, the contract administration and all inspections. The City and Horizon may inspect the City Utility Work any related construction; however, compliance with and the construction documents shall also be evaluated based on geotechnical testing reports provided by the CEI Consultant and the coordination of construction activities, including the survey and layout of The City and Horizon shall immediately notify the construction. County and CEI Consultant upon the discovery of any non-compliant records or construction work or other issues of concern. The County shall, upon request, furnish the City with three (3) copies of all reports requested by the City. The City shall ensure that copies of any reports or other documents issued by City inspectors or Horizon are provided to the COUNTY and the CEI Consultant.

Section 10. Maintenance of Facilities. During construction, the maintenance of installed City Utility Work is the responsibility of the contractor. It is anticipated that installation and startup of the City Utility Work shall occur prior to completion of the roadway

portion of the construction contract. During this period, City shall be allowed to operate its facilities; however, protection of the completed facilities and maintenance during construction shall be the continued responsibility of the contractor until final contract closeout. If, during the course of the work, cessation of utility services occurs, it shall not constitute a breach of this Agreement on the part of either party hereto and neither party shall be liable to the other for damage resulting from such cessation of services. This release of liability shall not be construed to release the County's Contractor awarded the County Contract or any other third party from any liability for any damage from whatever cause whatsoever. Upon completion of the County Contract, acceptance of the City Utility Work by the City, and final payment by the City, the City shall own, control, maintain and be responsible for its facilities, in accordance with the terms of any and all utility permit(s).

Section 11. Schedule. Except as to delays covered by the force majeure provisions of the County's Contract, should the City's Utility Work be delayed for any reason, the City shall be responsible for the cost of any resultant time delays to the County's roadway portion of the work performed by the County's Contractor and/or CEI Consultant caused by the City's delay. If resolution of a time delay impact is not promptly reached or if the roadway's completion schedule is materially delayed by the City's Utility Work, the County shall timely issue a change order to the County's Contractor deleting the City's unfinished utility work from the County's Contract and shall immediately notify the City.

Section 12. Administrative Agent. The County is designated as the party to administer this Agreement by and through its departments and officers, consultants and independent contractors.

Section 13. Cost Computation, Payment. The City shall pay to the County the cost of the City Utility Work consistent with the approved and accepted bid, as documented by invoices from the County's Contractor to the County, plus a portion of the cost of the services of the CEI Consultant calculated as hereafter stated.

(a) It is the intent of the parties that all construction costs for the City Utility Work, excluding the CEI Consultant services, and including regulatory compliance testing, survey layout, preparation of record drawings and closeout submittals and the maintenance bond, be included in the bid price for the City Utility Work. Should the County incur any cost directly related to performance of the City Utility Work, other than the CEI Consultant services, not included in the bid price, those costs shall be pre-approved by the City, if practicable, and included in the amount payable by the City upon submission of an invoice supporting the amount thereof.

(b) The City's share of the fee paid to the CEI Consultant by the County shall be that portion of the CEI Consultant fee billed to the County that bears the same ratio that the City Utility Work bears to the total County's Contract price for the roadway project, including the City Utility Work. Initially, the percentage to be used

shall be based upon the bid as awarded by the County. At the conclusion of the Project, the final percentage shall be calculated based upon the final contract amounts as adjusted by change orders, if Any difference between the amount paid using the initial any. percentage and the amount due using the final calculation shall be paid by the City or the County, as the case may be, within thirty (30) days after close out of the County Contract. By way of example, if the County Contract as awarded totals \$15,000,000.00 (including the cost of the City Utility Work) and the portion of that amount attributable to the City Utility Work is \$3,000,000.00, then the percentage applied to the CEI Consultant billing will be twenty percent (20%) (\$3,000,000.00 divided by \$15,000,000.00). The same method shall be used to calculate the final CEI Consultant fee percentage except the numbers shall reflect the final contract amounts, including all change orders, if any.

(c) On or before the sixty-second (62nd) day after award of the County Contract, the City shall deposit with the County twelve percent (12%) of the total bid amount for the City Utility Work. Such funds shall be held in a separate account and utilized to pay the County Contractor's invoices related to the City Utility Work and the applicable portion of the CEI Consultant's fee. Should funds remain in the account after County Contract closeout, such funds shall be credited against any and all other charges payable by the City to the County. The County shall refund any remainder to the City within thirty (30) days of closeout of the County Contract. (d) Beginning on the first day of the month following receipt of the first invoice from the County's Contractor, the County shall issue monthly bills to the City for the City's portion of payment due for the City Utility Work and the fee paid to the CEI Consultant, calculated as stated above. All late payments shall be assessed nonrefundable interest at the statutory rate.

Section 14. Closeout. After final completion and acceptance of the County Contractor's work on the City Utility Work and the County Project, the City shall be entitled to receive one (1) set of reproducible as-built drawings and one (1) electronic set of as-built drawings reflecting the City Utility Work, provided the City has made all payments required by this Agreement.

Section 15. Duties and Level of Services. All services and work hereunder shall be performed to the satisfaction of the County or the County's CEI Consultant, which shall decide as provided herein all questions, difficulties and disputes of whatever nature which may arise under or by reason of such services and work, the prosecution and fulfillment of the services and work hereunder, and the character, quality, amount and value thereof, which decision upon all claims, questions, and disputes shall be final and conclusive with respect to all services and work performed or to be performed.

Section 16. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall have no claim against the other party for pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges whether granted by operation of law or by policy of the non-employing party.

Section 17. Funding/Termination. The City, by approving and executing this Agreement, represents and warrants that sufficient funds are available and have been properly budgeted to pay the anticipated costs of the City Utility Work and a portion of the CEI Consultant's fees, all as envisioned by this Agreement. The City understands and agrees that it is in the best interest of both parties that the City Utility Work be accomplished simultaneously with the County Project. Accordingly, the City shall not terminate this Agreement except in the case of a breach of this contract by the County and in accordance with the provisions of this paragraph. То facilitate performance pursuant to this Agreement, each party agrees to provide full cooperation and assistance to the other. Except for failure to make payment, the circumstances whereby the County may terminate this Agreement and remove the City Utility Work from the County Project are specified throughout this Agreement and are not subject to the provisions of this paragraph. As to any City claim of breach by the County and as to a County claim of non-payment by the City, the following shall apply:

(a) Notice. The party making the claim shall provide a written statement of the claim, providing as much detail as reasonably possible under the circumstances. The other party shall have ten (10) days to remedy the claim or, if the matter cannot be resolved in that time period, begin resolution thereof and thereafter, complete in a timely manner resolution of the claim.

(b) Settlement Discussions. If the dispute is not resolved as a result of the notice provided above, the managers of the City and County shall meet and attempt to reach a satisfactory resolution. If the dispute is not so resolved between the managers, this Agreement shall be terminated on the seventh (7th) day after said meeting. In all events, the City shall reimburse the County for all costs and expenses incurred through the date of termination, including the amounts payable to the County's Contractor and the CEI Consultant.

Section 18. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

FOR COUNTY:

County Manager Seminole County Seminole County Services Building 1101 East First Street Sanford, FL 32771

FOR CITY:

City Manager City of Casselberry 95 Triplet Lake Drive Casselberry, FL 32707

Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

Section 19. Liability.

To Third Parties. As to the City Utility Work, the City (a)shall, to the extent permitted by Florida Law, indemnify and hold the County harmless from and against all liability, loss, costs, damages, and claims of any kind arising from personal injuries, including death, or property damage suffered by third parties as a result of the City's Utility Work. The term "third parties" is intended to mean all persons, firms, or other legal entities except the City, the County, County's Contractor, and the CEI Consultant. The County the Contractor's contract and CEI Consultant's contract shall include an indemnity in favor of the City, as well as in favor of the County, for all liability arising from the County Contractor's work or CEI Further, the aforementioned contracts Consultant's work. shall include a provision stating that the City is a third party beneficiary of the respective contracts. In addition, to the extent permitted by law, the City shall indemnify the County, the contractor and the CEI Consultant from and against any and all claims related to or arising from the failure of the City to obtain necessary easements for the location of the City facilities outside the County's rights of way. Nothing herein shall be construed to waive or expand the provisions and requirements of Section 768.28, Florida Statutes.

(b) To the COUNTY. The City shall indemnify and hold the County harmless from any and all contract claims made by the County's Contractor or the CEI Consultant for damages, extra compensation, profit, overhead expenses, for both home office and field operations, or any such cost or expenses related to or arising from the City Utility Work, it being understood and agreed that the County is including this work in its County Contract in order to save the City time and money and that the County is essentially acting as the City's agent with respect to this work. The City shall be relieved from the obligations imposed by this paragraph on account of any breach of contract by the County related to this Interlocal Agreement, the County's Contract with its Contractor or its contract with the CEI Consultant; it being the intent of the parties that the City shall pay the total amount which may be or become payable on account of any claim covered by this paragraph, leaving open the issue of whether the City is entitled to recover damages from the County on account of the breach of contract. City has the right to participate in any settlement discussions with CEI Consultant or County's Contractor relating to the City Utility Work, so long as City pays its share of the costs of litigation, including the judgment. Nothing herein shall be construed to waive or expand the provisions and requirements of Section 768.28, Florida Statutes.

(c) These indemnity obligations include any and all charges, expenses and costs, including but not limited to, attorney's fees, both at trial and on appeal, incurred by the County on account of or by reason of any such damages, liability, claims, suits, or losses. In the event the County is represented by the County Attorney's Office then the amount of attorney's fees shall be calculated using rates charged by attorneys in private practice in the community regardless of the hourly rate actually paid to the attorney or the attorneys working on the case.

Section 20. Entire Agreement. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 21. Conflict of Interest. The parties agree that they will not contract for or accept employment for the performance of any work or services with any individual, business, corporation or government unit that would create a conflict of interest in the performance of the obligations of this Agreement.

Section 22. Constitutional and Statutory Limitations. The terms and conditions of this Agreement are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of the City and the County. Specifically, the parties acknowledge that the County and the City are without authority to grant or pledge a security interest in the products sold pursuant to this Agreement or any other property, either real or personal, that is owned by the County or the City.

Section 23. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and

the parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

By:____

Date:

ATTEST: CHÈLMA L. City Clerk

Ey: 2006 Date:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.

ATTEST:

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency. As authorized for execution by the Board of County Commissioners at its ______, 200_, regular meeting.

, Chairman

County Attorney SED/sb 09/19/06 10/19/06 Exhibit A - City Design Plans

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US 17/92 RECONSTRUCTION PROJECT

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- SEMINOLE COUNTY LINE TO LAKE OF THE WOODS -

US 17-92 Cost Breakdow	LIS 17-92 Cost Breakdown			
00 11-02 003t Dicakaot		10/4/2006		
Roadway Portion	\$	12,129,285.00		
Signing & Pavement Markings	\$	139,392.38		
Signalization Item	\$	182,378.00		
Contaminated Soil & Groundwater	\$	267,430.00		
Subtotal Roadway Cost	\$	12,718,485.38		
Landscaping (FDOT @ 1.5%)	\$	190,777.28		
FDOT Construction Total Including 1.5 % for Landscaping	\$	12,909,262.66		
	† ·			
CRA Landscaping Balance	\$	499,718.27		
Street Lighting	\$	572,324.50		
Total CRA Cost	\$	1,072,042.77		
Sem Co Utilities	\$	508,485.00		
City of Casselberry Utilities	\$	1,452,865.00		
Total FDOT Construction Cost	\$	12,909,262.66		
Total CRA Cost	\$	1,072,042.77		
Total Sem Co Utilities	\$	508,485.00		
Total Casselberry Utilities	\$	1,452,865.00		
Grand Total	\$	15,942,655.43		
CEI Cost FDOT	\$	809,731.02		
CEI Cost CRA	\$	67,243.68		
CEI Cost Sem Co Utilities	\$	31,894.62		
CEI Cost Casselberry	\$	91,130.68		
Total CEI Cost for the Project	\$	1,000,000.00		
Total FDOT Including CEI	\$	13,718,993.68		
Total CRA Including CEI	\$	1,139,286.45		
Total Sem Co Utilities Including CEI	\$	540,379.62		
Total Casselberry Including CEI	\$	1,543,995.68		
Total Project Cost Including CEI	\$	16,942,655.43		
Grand Total Including 5% Cont FDOT	\$	14,404,943.37		
Grand Total Including 5% Cont CRA	\$	1,196,250.77		
Grand Total Including 5% Cont Sem Co Uti	\$	567,398,61		
Grand Total Including 5% Cont Casselberry	\$	1,621,195.46		
Grand Total Project Need	5	17,789,788.20		

*BID COSTS FOR "HDD.ON" UTILITIES FROM THE CITY OF CASSELBERRY.