

MEMORANDUM OF UNDERSTANDING
(Joint Participation Agreement (JPA))
Between
Alachua County (COUNTY)
And
Gainesville Regional Utilities (GRU)
For
Project No. 6362 - CR 172 Milling and Resurfacing Project

This Memorandum of Understanding (MOU) AGREEMENT between the **Alachua County**, hereinafter referred to as the "**COUNTY**" and **GAINESVILLE REGIONAL UTILITIES**, hereinafter referred to as the "**GRU**"; establishes the relationships, clarifies the lines of communication, and outlines the general procedures for a JPA between the **COUNTY** and **GRU**. In this project, **GRU** desires to have the **COUNTY's** roadway contractor "adjust" water/waste water facilities during the roadway project. This MOU is intended to emphasize coordination and cooperation by all participants, with the anticipated result of mutual benefit to both roadway users and utility customers.

PROJECT DESCRIPTION:

CR172 (NW 23rd Ave/NW 16th Blvd/NW 16th Ave) Milling and Resurfacing encompasses pavement rehabilitation and widening, sidewalk rehabilitation and widening, gravity wall rehabilitation and/or replacing, and associated drainage work from NW 57th Avenue to NW 13th Street. Replacing the retaining and gravity walls requires relocating a 16-inch water main that currently lies within the proposed footer of the gravity wall. The pavement rehabilitation and sidewalk rehabilitation and widening requires the adjustment of valve box and manhole tops that currently lie within the pavement and sidewalk.

The **GRU facilities (the "FACILITIES")**, include the adjustment of 1480 feet of 16-inch water main, 100 feet of 12-inch water main, 80 feet of 8-inch water main and adjustment of valve box and manhole tops to accommodate construction, operation, and maintenance of the **CR 172 Milling and Resurfacing Project**. The term, "adjustment" as used herein encompasses relocation, abandonment, protection, removal, replacement, installation, and/or modification of facilities in order to accommodate the project, including the design and construction work necessary for such actions. The term "**PROJECT**" encompasses **CR 172 Milling and Resurfacing Project** as described herein.

The adjustment shall be performed by the **COUNTY** contractor as part of the **COUNTY's** Contract Documents and Specifications and Design Plans.

1. Design and Construction of Adjustment

- a. GRU has provided a plan package and technical specifications for the Water Main Adjustment which are included in the **COUNTY's** Bid 14-490 as Item Number 188 and Bid Option 5. GRU has also provided valve box and manhole top counts for adjustment and are included in the aforementioned bid as Item Numbers 184 through 187 and Bid Option 4.
- b. The JPA Plans Package will be incorporated into the **COUNTY's** contract documents for the Project and shall be suitable for reproduction. Any questions related to the JPA Plans Package will be addressed and answered promptly by GRU.
- c. Unless otherwise specifically directed in writing, the JPA Plans Package will include only those work activities to be performed by the **COUNTY's** contractor. Work to be performed by **GRU** personnel and not by the **COUNTY's** contractor will be described in a Utility Work Schedule (UWS) and coordinated as necessary so as not to delay the project.

d. Efficient coordination and exchange of information is essential for the plan development and construction in order to meet project schedules, reduce public costs, and avoid construction changes and delays. Cooperation and an effective partnership between the **COUNTY** and **GRU** are essential to ensure the efficient execution of these responsibilities to the mutual benefit of the public.

e. In recognition of the responsibilities and mutual benefits of coordinated efforts mentioned in subparagraph 1(d), the following procedures have been developed to facilitate efficient accommodation of the **FACILITIES** and the **PROJECT**. The parties to this MOU agree to perform joint inspections, participate in meetings, exchange information, and maintain open communications. This includes pre-bid, pre-construction and/or weekly construction progress meetings to discuss and clarify any questions or concerns related to the adjustment of the **FACILITIES** by the contractor. A forum should be established for the regular exchange of information during construction to minimize delays and provide for proper inspection.

f. If any issues or conflicts are discovered that lie within the **PROJECT** limits and not addressed in the **Plans Package**, utility work will immediately stop and an onsite meeting with the **COUNTY**, **GRU**, and **COUNTY's** Contractor will take place to discuss the conflict and resolution options. If the conflict cannot be resolved during the onsite meeting, a subsequent office meeting will take place with **GRU** Project Manager, **COUNTY** Project Manager, **GRU** Director of Water/Wastewater Engineering, and **COUNTY** Public Works Director to amicably resolve the conflict. No claims will be filed by either party and the cost (if any) shall be addressed when resolving the conflict.

2. COUNTY RESPONSIBILITIES:

a. The **COUNTY** will incorporate the **JPA Plans Package** into its contract for construction of the **Project**.

b. The **COUNTY** will procure a contract for construction of the **Project** in accordance with the **COUNTY's** purchasing requirements.

c. The **COUNTY** will provide **GRU** with copies of the Contractor's schedule and any updates. The **COUNTY** will notify **GRU** of any proposed schedule or cost changes to the project.

d. The **COUNTY** will be responsible for all contract management and invoicing **GRU** for the **Utility ADJUSTMENT** work. The **COUNTY** will submit contractor pay applications to **GRU** and **GRU** will review and approve the completed items prior to the **COUNTY** processing the Contractor's invoice and invoicing **GRU**. The **COUNTY** will submit monthly invoices to **GRU**.

e. The **COUNTY** will perform all contract administration for its construction contract.

f. The **COUNTY** will fully cooperate with **GRU** in all matters relating to the **Utility ADJUSTMENT**. The **COUNTY** will assist in inspection of all utility related road work, including acceptance for payment of subsoil excavation, borrow, replacement of unsuitable soil, densities, base course, and asphalt work and final acceptance of the project.

3. GRU RESPONSIBILITIES

a. **GRU** will appoint a primary representative for all utility work on the project and lines of authority.

b. **GRU** will be responsible for all costs related to the **Utility ADJUSTMENT** work. If changes to the **Utility ADJUSTMENT** work need to be made, they will be resolved amicably by both parties (**COUNTY** and **GRU**).

- c. If **GRU** elects to remove any portion of the Utility ADJUSTMENT work from the **COUNTY**'s contract, **GRU** shall notify the **County** within 14 days after the bid opening date, **GRU** shall re-issue a UWS, and perform the Utility ADJUSTMENT Work separately pursuant to the terms and conditions of the Construction Contract and shall complete the Utility ADJUSTMENT Work within 32 days after the bid opening date.
- d. **GRU** will perform all engineering inspection, testing, and monitoring of the Utility ADJUSTMENT Work to insure it is properly performed in accordance with **GRU**'s Design, Construction, and Material Standards and the JPA Plans Package. **GRU** will be responsible for all coordination and costs for this work.
- e. **GRU** shall fully cooperate with the **COUNTY** and the **COUNTY**'s contractor and inspectors in all matters relating to the performance of the Utility ADJUSTMENT Work. **GRU** will coordinate with the **COUNTY** and **COUNTY**'s Contractor to perform line stops and tie over the proposed water main to the existing water main.
- f. **GRU** has reviewed the contract documents and is aware of the conditions contained within.
- g. In the event the **COUNTY**'s contractor provides a notice of intent to make a claim against the **COUNTY** relating to the Utility ADJUSTMENT Work, the **COUNTY** will notify **GRU** of the notice of intent and will cooperate with the **COUNTY** in analyzing and resolving the claim within a reasonable time. **GRU** will provide to the **COUNTY** its daily field reports and all other records relating to the intended claim.
- h. **GRU** will be responsible for their share of any additional costs to the project deemed justified by **COUNTY** and **GRU** staff.
- j. **GRU** will submit monthly payments to the **COUNTY** per the invoices. .

4. Out of Service Facilities

- a. All out of service facilities will be filled with flowable fill and placed out of service. This work is part of the JPA work and is outlined in Item 188. Any out of service facilities that need to be removed as part of the gravity/retaining wall construction are part of the **COUNTY** roadway project and the cost of such work should be allocated under bid items 22, 23 or 182 by the contractor and paid for by the **COUNTY**.

5. Miscellaneous

- a. Time is of the essence in the performance of all obligations under this Agreement. The time frame for moving forward shall be mutually agreeable by **GRU** and the **COUNTY** with the understanding that there are liquidated damages on this project as well as funding timelines and other obligations.
- b. Amendments to this MOU shall be in writing and approved by both parties. Amendments to this MOU can be executed on the **COUNTY**'s behalf by the Public Works Director.

Unless otherwise notified in writing, notices to the **COUNTY** shall be sent to Mr. Michael J. Fay; Acting Public Works Director; 5620 NW 120 Lane, Gainesville, FL 32653. Notices to **GRU** shall be sent to Mr. David Richardson, GRU AGM W/WW; 301 SE 4th St, Gainesville, FL 32601.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

Gainesville Regional Utilities:

[Handwritten signature]
Mr. David Richardson; AGM Water/Wastewater Systems Date 10/2/13

[Handwritten signature]
Mr. Robert Hunzinger; General Manager for Utilities Date 10/16/13

ATTEST

ALACHUA COUNTY, FLORIDA

J. K. Irby, Clerk (seal)

Chair
Board of County Commissioners

Approved as to Form
[Handwritten signature]

Alachua County Attorney

Date: _____