

## INTERLOCAL AGREEMENT

**COUNTY PROJECT:** Design Build Golden Gate Boulevard Bridge Replacements (Golden Gate and Miller Canals) Project #66066

**THIS INTERLOCAL AGREEMENT**, made and entered into this 11 day of December, 2012, by and between the Board of County Commissioners, Collier County, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY and the City of Naples, a municipal corporation, hereinafter called the CITY.

### WITNESSETH

**WHEREAS**, the COUNTY is planning to construct, reconstruct or otherwise modify a portion of the COUNTY roadway system designated by the COUNTY as Project No. 66066, Design Build Golden Gate Boulevard Bridge Replacements (Golden Gate and Miller Canals), said roadway improvements hereinafter called the "Roadway;" and

**WHEREAS**, the CITY is planning to minimize certain water Utility systems within, adjacent to, and in the vicinity of the roadway easement, said Utility work and improvements hereinafter called the "Utility;" and

**WHEREAS**, the CITY requested the COUNTY to incorporate into the Roadway project the reconstruction of the CITY's existing 36" raw water main adjacent to and across the aforementioned canals; and

**WHEREAS**, the CITY and the COUNTY shall enter into this Interlocal Agreement for Design, Construction and Engineering Services to be performed by the COUNTY, hereinafter called the "Consultant," for the design, plan preparation, and budget-related activities for the planned Roadway construction work; and

**WHEREAS**, the COUNTY and the CITY have determined and mutually agree that it is economically advantageous and in the best interest of the public to consummate this Interlocal Agreement to provide for the construction of Roadway improvements by the COUNTY pursuant to and in accord with proposed COUNTY's construction contract for the Roadway and to accommodate the CITY raw water main; and

**WHEREAS**, the CITY accepts the items in the project's request for proposal (RFP) Price Proposal Page incorporated herein and included in Exhibit "A," attached hereto; and

**WHEREAS**, the CITY accepts the total bid items for the portions of work identified in the attached Exhibit "A," herein known and referenced as "Actual Cost Statement;" and

**WHEREAS**, the COUNTY is agreeable to and desirous and capable of performing, providing or otherwise undertaking Utility design, construction and contract administration services for CITY jointly and concurrently with the Roadway construction, and CITY agrees to



reimburse COUNTY for the final and actual costs, Actual Cost Statement, for the total bid items for the portion of work as identified in the attached Exhibit "A."

**NOW, THEREFORE**, in consideration of the above premises, and the mutual covenants, terms, and provisions contained herein, the COUNTY and CITY agree as follows:

**SECTION I: COUNTY'S RESPONSIBILITY**

- 1.0 The COUNTY shall provide and perform comprehensive Utility-related design, construction and construction administration services to the CITY for the Roadway project, rendered jointly and concurrently with COUNTY's design and construction of the Roadway.
- 1.1 The following specific services, duties, and responsibilities will be the obligation of the COUNTY regarding design coordination, construction, and contract administration of the Utility work on behalf of the CITY.
  - A. COUNTY shall design Project 66066 so as to accommodate the CITY's existing 36" Raw Water Main so that it may be reconstructed in its current alignment within the existing Golden Gate Boulevard right-of-way. The necessary and applicable Utility plans and specifications shall be subject to the CITY's input and review.
  - B. At the time of contract bid, those bid items for which the CITY is responsible shall be subject to CITY's review and approval by the CITY's representative. Should the CITY disapprove the bid amounts, the CITY will have the option of deleting the subject bid item and/or relocating the water main at specific locations so as to eliminate any possible conflicts between the raw water main and the new Roadway. In exercising this provision, CITY shall be responsible for any and all additional project costs to COUNTY resulting from CITY's action.
  - C. COUNTY shall include Utility work in the Roadway construction bid to arrive at a price for CITY's actual construction Utility work excluding COUNTY's administration fees.
  - D. COUNTY shall conduct a formal preconstruction conference prior to commencing with the Utility construction work. The COUNTY will provide the CITY notice of the preconstruction conference at least five (5) working days prior to the conference. The CITY's representative may attend this conference at the CITY's discretion. A copy of the minutes of said conference shall be submitted to the CITY's contract agent/representative as so identified hereinafter.
  - E. COUNTY shall coordinate the Utility and Roadway work with third parties such as property owners, land developers, environmental agencies, contractors, and the



like to the extent that such parties have a direct interest in or are directly affected by said Utility and Roadway improvements.

- F. COUNTY shall conduct monthly design progress meetings with the CITY.
- G. Periodic on-site inspections and construction reviews will be conducted by the COUNTY or its designee and the CITY to assess the contractor's compliance with the construction plans and contract documents.
- H. The Utility work shall be coordinated with the CITY's utility representative with respect to keeping the CITY advised of technical, cost, and schedule impacts upon the Utility work.
- I. COUNTY shall confer with public officials of the CITY as deemed necessary by the COUNTY in order to coordinate work stages between the Utility improvements and the Roadway improvements from a public interest view point.
- J. Periodic Utility field measurements and quantity calculations shall be made by the COUNTY of Utility work accomplished on an as needed basis for processing of monthly progress payments to the COUNTY's contractor. The Utility-related field measurements, quantity calculations, and other performance data will be verified with the CITY's contract agent/representative if so requested by CITY in writing prior to the COUNTY's issuance of monthly progress payments to the contractor.
- K. The COUNTY shall administer design changes, clarifications, supplements and other contract amendments which may be necessary during design and construction of the Utility improvements. These contract directives to the consultant and contractor may be in the form of plans, memoranda, reports, change orders, and supplemental agreements and shall be subject to a written approval by the CITY's contract agent/representative.

The above notwithstanding, upon notification to CITY, the CITY herein authorizes the COUNTY to prepare, execute, and implement minor change orders for contract amendments necessitated by actual field conditions at the Utility project site so as not to delay the contractor's performance and so as to meet the intent of the approved design for the Utility improvements. Said change orders shall be issued by the COUNTY using either existing contract unit prices or negotiated unit prices for work adjustments within the physical limit of the Utility work as shown in the construction plans. In no event shall the value of any individual change order exceed Five Thousand Dollars (\$5,000) nor shall the cumulative total amount of such change orders exceed ten percent (10%) of the Actual Cost Statement. Additional or extra work which exceeds the above change order authority by COUNTY shall be submitted for review, approval and execution by the CITY.



- L. Upon completion of all Utility work, including all work authorized under change orders and supplemental agreements, the COUNTY shall conduct a final inspection of the Utility work with the CITY's contract agent/representative and/or its record engineer prior to COUNTY's issuing final payment to the contractor.
- M. COUNTY shall submit a final Certificate of Completion letter to the CITY along with an appropriate number of plans detailing the Utility as constructed by the COUNTY's contractor for subsequent certification by the CITY's record engineer. The certification shall be submitted by the CITY's record engineer to the State of Florida Department of Environmental Protection and other local and state agencies which govern the Utility improvements.
- N. All contracts entered into by the COUNTY for the design and/or construction of the Utility facilities shall require the party contracting with the COUNTY to save harmless, indemnify and defend the CITY and COUNTY and its consultants, agents, officers and employees from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorney's fees and paralegal's fees, or any expense, damage, or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the work done by the COUNTY's consultant or contractor pertaining to the design and construction of the Roadway and Utility or by any person, firm or corporation to whom any portion of the Roadway and Utility work is subcontracted by the COUNTY's consultant or contractor.
- O. COUNTY shall obtain Big Cypress Basin right of way permits to do work within the Big Cypress Basin right of way.

## **SECTION II: CITY'S RESPONSIBILITY**

- 2.0 The CITY shall provide and perform project support duties as defined below to ensure that COUNTY is able to furnish construction and contract administration services to the mutual satisfaction of the CITY and COUNTY, and other governing agencies that have jurisdictional control over the Utility improvements.
- 2.1 The specific project support duties and responsibilities enumerated below shall be the obligation of the CITY.
  - A. The CITY shall review the design documents, approve the Utility design, inspect the work as necessary, and review and approve the as-built record drawings which will represent and depict the Utility as constructed by the COUNTY's contractor.
  - B. The CITY shall obtain all other written approvals from parties and/or persons having an interest or direct control over any change in the existing Utility



improvements as deemed necessary to ensure that COUNTY may perform its duties and responsibilities herein in a timely and cost-effective manner without interruption.

- C. The CITY shall be responsible for the cost of Utility construction in accord with the plans, permits, specifications, and designs prepared by the COUNTY or their designee, including but not limited to materials, labor, and delay costs as applicable to the Utility bid items. Additional costs incurred pursuant to future change orders and/or supplemental agreements authorized in accord with the provisions of Article 1.1 K above shall also remain the cost responsibility of the CITY, said final and actual cost of all work herein known as the project Actual Cost Statement. In addition, the CITY shall be responsible for all agreement items included in Exhibit "A," attached hereto and incorporated herein.
- D. The CITY herein agrees to assign a Utility project coordinator to the Utility project for the entire design and construction period and notify the COUNTY in writing so that the COUNTY may effectively coordinate its services with the CITY. The CITY's contract agent/representative shall also act as the CITY's contract authority under the provisions of this Interlocal Agreement. The COUNTY shall provide written notice of all meetings at least five (5) working days prior to the meeting.
- E. The CITY shall assign a Utility project coordinator for the purpose of coordinating, resolving, and communicating construction issues at the field level with COUNTY's resident construction engineer. The CITY shall appoint/designate the project coordinator in writing to the COUNTY prior to COUNTY's commencement of design coordination, construction, and contract administration services herein. The CITYS contract agent/representative and/or the CITY's project coordinator shall attend periodic construction progress meetings with and between the COUNTY and the contractor, subcontractors and utility companies with direct or indirect interest in the provisions of this Interlocal Agreement.
- F. The CITY shall also be responsible for all costs directly associated with all Utility-related design, construction and contract administration services to be performed and provided by the COUNTY. The total sum of the reimbursable costs for said services to be paid unto the COUNTY shall be 2.5% of the Actual Cost Statement.

### **SECTION III: MUTUAL COVENANTS**

- 3.0 The CITY shall not be responsible for, nor shall the CITY dictate upon the COUNTY, construction means, methods, techniques, skills, sequences or procedures of construction relating to Roadway improvements. The above responsibilities during construction shall



remain with the COUNTY's contractor and/or the contractor's subcontractors subject to the conditions and responsibilities set forth in this Interlocal Agreement and in Exhibit "A."

- 3.1 The CITY shall not be responsible to the COUNTY should the COUNTY fail to comply with OSHA Safety and Health Standards (29 CFR 1926/1920) as authorized by the U.S. Department of Labor, Occupational Safety, and Health Administration, said responsibilities to be that of the COUNTY's contractor and/or the contractor's subcontractor.
- 3.2 The COUNTY's Transportation Engineering Department Director, either directly with the CITY or through duly authorized representatives assigned to the Roadway and Utility by him, shall act as the COUNTY's contract manager under this Interlocal Agreement. As the COUNTY's contract manager under this Interlocal Agreement, the Transportation Engineering Department Director shall also have the authority with prior written approval of the CITY to extend the limits and/or scope of Utility construction work.
- 3.3 The COUNTY shall provide the CITY with four (4) sets of the approved construction plans and contract documents for the Roadway work prior to commencement of construction activities by the COUNTY's contractor. The above materials shall include the COUNTY's executed construction contract for the Roadway. The CITY shall pay the COUNTY the Actual Cost Statement within 30 days of the completion of the entire project.

#### **SECTION IV: AGREEMENT TERMS**

- 4.0 This Interlocal Agreement shall remain in full force and effect from the date first above written and shall terminate upon the completion of services and responsibilities mutually performed by the CITY and by the COUNTY to the written satisfaction each to the other for the Utility. It is understood that the actual termination date herein may occur on or about the date of final approval and acceptance of all Roadway improvements by COUNTY and subject to construction contract warranty provisions. This date is contemplated to be subsequent to the actual date of final approval and acceptance of the Utility improvements by the CITY.
- 4.1 The Roadway shall be maintained by the COUNTY or its assigns with respect to roadway and drainage improvements and by the CITY, with respect to utilities within COUNTY public easements and/or rights-of-way.
- 4.2 The COUNTY or CITY may terminate this Interlocal Agreement to the completion of the Utility work upon thirty (30) days prior written notice each to the other. In the event of such termination by either party, the COUNTY shall be entitled to receive due compensation for the value of services rendered, construction performed, and termination costs as actually incurred.



## **SECTION V: INSURANCE**

- 5.0 The CITY and the COUNTY shall maintain insurance in the minimum amounts and types as required by Florida State Statutes.
- 5.1 The CITY and the COUNTY agree that both parties are partially self-insured. Each shall provide to the other evidence of insurance in excess of the self-insured retention.
- 5.2 Nothing in this Agreement shall operate as a waiver of the sovereign immunity afforded to the parties.

## **SECTION VI: MISCELLANEOUS**

- 6.0 This Interlocal Agreement shall be governed by and construed under the laws of the State of Florida. In the event any litigation is instituted by way of construction or enforcement of this Interlocal Agreement, the party prevailing in said litigation shall be entitled to collect and recover from the opposite party all court costs and other expenses excluding attorney's fees. Venue is in Collier County, Florida.
- 6.1 It is understood that this Interlocal Agreement must be executed by both parties prior to the CITY and the COUNTY commencing with the work, services, duties, and responsibilities described heretofore.
- 6.2 The COUNTY shall record this Interlocal Agreement in the Official Records of Collier County as soon as practicable after approval and execution by both parties.

## **SECTION VII: DISPUTE RESOLUTION**

- 7.1 The parties recognize that they are entities subject to dispute resolution procedures set out in Chapter 164, Florida Statutes.
- 7.2 In the event of a dispute between the parties concerning this Agreement, the COUNTY and the CITY agree to attempt to resolve the dispute as expeditiously and inexpensively as feasible. Specifically, their respective staffs will meet within ten (10) days of provision of notice of the dispute and attempt in good faith to resolve the dispute. They may jointly agree to a mediator to expedite and effectuate a resolution. If they are unable to agree upon a mediator, within ten (10) days thereafter, they shall jointly request the Chief Judge of the 20<sup>th</sup> Judicial Circuit to appoint a mediator qualified in construction law to mediate the dispute in accordance with the court's pre-suit mediation procedures. The mediation shall occur within ten (10) days after the mediator is appointed. If the dispute cannot be resolved at this level, the Chapter 164 remedies shall be available. Each party shall pay equally in the cost of the mediation.



IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed by their appropriate officials, as of the date first above written.

AS TO THE COUNTY:

ATTEST  
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: *Dwight E. Brock*  
Deputy Clerk

By: *Fred W. Coyle*  
FRED W. COYLE, CHAIRMAN

Attest as to form  
and legal sufficiency:

*Jeffrey A. Klatzkow*  
County Attorney

AS TO THE CITY OF NAPLES:

ATTEST:

CITY OF NAPLES, a municipal corporation

By: *Patricia L. Rambosk*  
Patricia L. Rambosk City Clerk

By: *John F. Sorey*  
John F. Sorey, Mayor

Approved as to form  
and legal sufficiency:

*Robert D. Pritt*  
Robert Pritt  
City Attorney



EXHIBIT "A"

Design-Build Golden Gate Boulevard Bridge Replacements (Golden Gate and Miller Canals) County Project # 66066

Actual Cost Statement

City of Naples Responsibilities for Costs

36" Water Main Relocation Utility construction costs \$601,150.00

(see attached Thomas Marine fixed price proposal from RFP 11-5722)

Reimbursable costs for Utility-related design, construction and contract administration services to be performed by the County (2.5% x construction costs)  $2.5\% \times \$601,150.00 = \$15,028.75$

**TOTAL COSTS: \$616,178.75**



EXHIBIT "A"

REVISED

Price Proposal Page

Include in Separate Sealed Envelope with Technical Proposal Package

COLLIER COUNTY  
PRICE PROPOSAL FORM

SOLICITATION: RFP 11-5722

PROJECT DESCRIPTION: Design Build Golden Gate Bridge Improvements: 1) Golden Gate Canal and 2) Miller Canal.

PROPOSED CONTRACT TIME: 540 Days Substantial 570 Total Days

Item Description	Unit	Quantity	Price
Design Build	LS	1	\$3,447,794.00
36" water main relocation	LS	1	\$601,150.00
TOTAL LUMP SUM PRICE			\$4,048,944.00

TOTAL LUMP SUM PRICE INCLUDING PARTNERING and DISPUTES REVIEW WRITTEN OUT:  
\$ Four million, forty eight thousand, nine hundred forty four dollars and zero cents

DESIGN BUILD FIRM NAME: Thomas Marine Construction, Inc

DESIGN BUILD FIRM ADDRESS: 8999 High Cotton Lane

Fort Myers, FL 33905

DESIGN BUILD FIRM SIGNATURE: 

PRINTED NAME: Kevin C Shimp, PE

TITLE: President

Provide Dun & Bradstreet Rating:

IR2 with a Paydex of 65

Include in Separate Sealed Envelope with Technical Proposal Package