#### INTERLOCAL AGREEMENT

COUNTY PROJECT: Collier Boulevard (CR951) from Green Boulevard to Golden Gate Boulevard (CR876); #68056

THIS INTERLOCAL AGREEMENT, made and entered into this day of <u>Necero Bek</u>, 2014, by and between the Collier County Board of County Commissioners, Collier County, Florida, a political subdivision of the State of Florida, (the "COUNTY") and the City of Naples, Florida, a Florida municipal corporation (the "CITY").

#### WITNESSETH

WHEREAS, the COUNTY is planning to construct, reconstruct and/or otherwise modify a portion of the COUNTY roadway system designated by the COUNTY as Project No. 68056, Collier Boulevard (CR 951) Roadway Improvements (from Green Boulevard to Golden Gate Boulevard), said roadway improvements hereinafter called the "Roadway;" and

WHEREAS, the CITY owns 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 relocation of a portion of the existing 36" raw watermain and appurtenances that is in conflict with the COUNTY'S proposed improvements to the Roadway; and

WHEREAS, the CITY and the COUNTY are entering into this Agreement for Design, Construction and Engineering Services to be performed by the COUNTY pertaining to the planned Roadway and Utility 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 enter into this Agreement to provide for the construction of Roadway and Utility improvements by the COUNTY and to accommodate the CITY water mains; and

WHEREAS, the CITY accepts the items in the Engineer's Opinion of Probable Construction Cost, the Utility adjustment plans sheet showing the work to be performed and the estimated cost, which shall be included in the project's BID (ITB) Price Proposal Page and is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the COUNTY is agreeable to and desirous and capable of performing, providing or otherwise undertaking Utility construction and contract administration services for CITY jointly and concurrently with COUNTY'S Roadway construction, and CITY agrees to reimburse COUNTY for the final and actual costs resulting from the project's BID (ITB), 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 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 68056 so as to accommodate the CITY's existing 36" raw watermain and appurtenances so that it may be reconstructed in its current alignment within the existing CR951 Canal 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 identified for which the CITY is responsible shall be subject to CITY's review and approval by the CITY's representative. COUNTY shall include the Utility work in the Roadway construction bid to arrive at a price for CITY's actual construction Utility work as stated in Exhibit "A," not including COUNTY's administration fees.
  - C. 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 identified hereinafter.
  - D. 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.
  - E. COUNTY shall conduct regular construction progress meetings and invite the CITY.
  - F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. The COUNTY shall administer design changes, clarifications, supplements and other contract amendments that may be necessary during the 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 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 in compliance with current County Purchasing Policy and Administrative procedures, 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 the total change orders exceed the utility allowance in the BID which is Forty Four Thousand Four Hundred and Seventy-Five Dollars and Seventy-One cents (\$44,475.71), as shown in the Actual Cost Statement attached as Exhibit "A." Additional or extra work which exceeds the above change order authority by COUNTY shall be submitted for prior review, approval and execution by the CITY.

K. 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.



- L. 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 ("as-built record drawings"); bacteriological test results as required by FDEP; and, one year warranty for utility work completed. The final Certification of Completion shall be submitted by the COUNTY's record engineer (CH2M HILL, Inc.) to the State of Florida Department of Environmental Protection and other local and state agencies that govern the Utility improvements.
- M. 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 hold 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.
- N. COUNTY shall obtain Big Cypress Basin right of way permits to do work within the Big Cypress Basin right of way.
- O. COUNTY shall take ownership and properly dispose of all removed materials.

## 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 herein agrees to assign a contract agent/representative 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 pertaining to this project at least five (5) working days prior to the meeting.
- C. 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.

#### **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 C.F.R. 1926) 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 a duly authorized representative assigned to the Roadway and Utility project 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; subject to the COUNTY's Purchasing Policy and approval as required by the Collier County Board of Commissioners.
- 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 thirty (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 all services and responsibilities mutually performed by the CITY and by the COUNTY to the written satisfaction each to the other. 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 the 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 and following payment by the CITY to the COUNTY.
- 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 the COUNTY public easements and/or rights-of-way.
- 4.2 The COUNTY or the CITY may terminate this Interlocal Agreement prior 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.
- Nothing in this Agreement shall operate as a waiver of the sovereign immunity afforded to the parties as provided in Section 768.28, Florida Statutes.

### **SECTIONVI: 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.

#### **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

Attest as to Chairman's uty Clerk

Tom Henning, Chairman

Approved as to form

and legality:

Scott R. Teach

**Deputy County Attorney** 

## AS TO THE CITY NAPLES:

ATTEST:

CITY OF NAPLES, FLORIDA

Patricia L. Rambosk, City Clerk

John F. Sorey, Mayor

Approved as to form and legal sufficiency:

Robert Pritt City Attorney

# ITB 14-6342 Collier Boulevard (Green to GG Parkway) Roadway Capacity Improvements

Notices: 2,231 Pkgs Downloaded, 129 Bids: 4

				Community Asphalt		
ITEM#	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	

r		10012				4			
L				CATEGORY V - UTILITIES					
L		CITY OF NAPLES: 36 INCH NON-POTABLE WATER MAIN RELOCATION							
L	CN-NPW-1	364	FT	36" CL250 CL DI PIPE	s	326.48	\$	118,83	
L	CN-NPW-2	4	EA.	36" MJ C153 45 BEND (RESTRAINED)	\$	7,775.76	\$	31,10	
	CN-NPW-3	2	PI	CONNECTION FROM PCCP TO DI PIPE (INCLUDES RESTRAINTS, SPECIAL			T	· · · · ·	
ŀ	CN-NPW-4	ļ	+	SLEEVE, ETC.)	\$	11,019.96		22,0	
L	CN-NPVV-4	1	LS	INSPECTOR FROM HANSON PIPE (ON SITE DURING CONNECTIONS)	\$	4,274.09	\$	4,27	
L		L		SUBTOTAL BI	P.		\$	176,2	
L	CC 950-UTL	1	FIXED	CITY OF NAPLES UTILITY ALLOWANCE	\$	44,475.71	\$	44,4	
L				CITY OF NAPLES TOTAL BII	o –		\$	220,73	
L									
L									
L	CC-NPW-1	1,468	LF	30" CL250 CL DI PIPE	s	238.94	s	350.76	
	CC-NPW-2	41	LF	36" CL250 CL DI PIPE	s	514.95	s	21.11	
	CC-NPW-3	1	EA	30" MJ C153 90 BEND (RESTRAINED)	8	6,488.38	s	6,48	
	CC-NPW-4	2	EA	30" MJ C153 45 BEND (RESTRAINED)	s	5,355.49		10,71	
	CC-NPW-5	1	EA	30"X36" MJ C153 TEE (RESTRAINED)	İŝ	12,642.05		12,64	
	00 110111	-	<b>—</b>	CONNECTION FROM NON-GAGE DI TO DI PIPE (INCLUDES RESTRAINTS,	+*	12,042.00	۳	12,04	
	CC-NPW-6	3	PI	SOLID SLEEVE, ETC.)	s	7,466.79	s	22.40	
	CC-NPW-7	2	EA	AIR RELEASE VALVE FOR 30" DI PIPE	İs	2,832.23	s	5,66	
_				<u> </u>	Ť	2,502.20	Ť	0,00	
			C	OLLIER COUNTY: 24 INCH AND 16 INCH POTABLE WATER MAIN RELOCATION	)N				
_	CC-WM-1	40	LF	16" PIPE PVC (F & I) (RESTRAINED JOINT)	l s	82.39	\$	3,29	
_	CC-WM-2	4	EA	16" - 45 BEND (DI) (F & I) (RESTRAINED JOINT)	s	2,075.25			
_	CC-WM-3	41	LF	24" CL250 CL DI PIPE (RESTRAINED JOINT)	s		_	8,30	
_	CC-WM-4	2	EA	24" MJ C153 90 BEND (RESTRAINED)	s	272.92	$\overline{}$	11,18	
_	CC-WM-5	2	EA	24" MJ C153 45 BEND (RESTRAINED)		4,171.10	S	8,34	
-	CC-WM-6	1	EA	36"X24" MJ C153 TEE (RESTRAINED)	\$	2,868.28	S	5,73	
-	CC-WM-7	1	EA	24" GATE VALVE (RESTRAINED)	\$	9,269.12	\$	9,26	
-	30-VIIV-7		- EA	24" BOX CULVERT CROSSING (INCLUDES - CRADLES, AIR RELEASE,	\$	24,176.96	\$_	24,17	
	CC-WM-B	1	LS	ANCHOR CLAMP, HARDWARE, 24" FITTINGS (4 BENDS), 24" DI FLANGE					
_				PIPE, RESTRAINTS, ETC)	\$	63,107.27	\$_	63,10	
	CC-WM-9	2	PI	CONNECTION FROM NON-GAGE DI TO DI PIPE (INCLUDES RESTRAINTS, SOLID SLEEVES, ETC.)	١.			,	
_			<u> </u>		\$	6,555.33	_	13,11	
_	CC 950-UTL	1	FIVED	SUBTOTAL BID	Ļ		\$	576,31	
-	CC 930-01L	1	FIXED	COLLIER COUNTY UTILITY ALLOWANCE	\$	145,424.43	\$	145,42	
				COLLIER COUNTY UTILITY TOTAL BID			\$	721,73	
	633-1-122	3,000	LF	FIBER OPTIC CABLE, F&I, UNDERGROUND, 13-48 FIBERS (See Utility				-	
	635-2-12			Adjustment Plans)	\$		\$	17,01	
_		12		PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	\$		\$	9,590	
_	630-2-11 630-2-12	3,000		CONDUIT, FURNISH & INSTALL, OPEN TRENCH	\$		5	9,060	
_	030-2-12	300	LF	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	\$	14.55	\$	4,365	
_				SUBTOTAL BID			\$	40,025	
_	CC 950-UTL	1	FIXED	CC FIBER OPTICS UTILITY ALLOWANCE	\$	10,099.88	\$	10,099	
_				CITY OF NAPLES TOTAL BID			\$	50,125	
_	-			CATEGORY V - UTILITIES SUBTOTAL			•	92,593.3	
7	CC 950-UTL	11	FIXED	UTILITY ALLOWANCE		\$200,000.00		92,593.3	

Bres Brenda Reaves, Witness









