

## INTERLOCAL AGREEMENT

**PROJECT:** West Goodlette-Frank Road Area Joint Stormwater and Sanitary Sewer Improvements

**THIS INTERLOCAL AGREEMENT**, made and entered into this 2nd day of November 2016, by and between Collier County 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 has identified a need to undertake the design and construction of roadside stormwater improvements on various streets located south of Pine Ridge Road between Goodlette-Frank Road and US-41, hereinafter referred to as "AREA", to address recurring street and yard flooding, and

**WHEREAS**, the CITY in 2006 developed a "Master Sewer Plan for the City's Unsewered Service Areas", hereinafter referred to as "MSP", and

**WHEREAS**, the various streets within the AREA and identified as needing roadside stormwater improvements are within the boundaries of the CITY's MSP, and

**WHEREAS**, the CITY owns certain potable water and wastewater utility systems (Utility) within, adjacent to, and in the vicinity of the road easements and/or rights-of-way of the streets identified as needing stormwater improvements, and

**WHEREAS**, the COUNTY and CITY are both aware of septic system problems experienced by local residents during periods of intense or extended rainfall that resulted in temporary street and yard flooding within the AREA, and

**WHEREAS**, the COUNTY and 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 undertake a joint project (PROJECT) to construct roadside stormwater improvements and public wastewater collection system facilities, and

**WHEREAS**, the COUNTY and CITY are both in agreement that the COUNTY will manage the Project's design, permitting and construction phases, and

**WHEREAS**, the COUNTY and CITY are both in agreement that the COUNTY will be responsible for funding the stormwater improvement cost portions of the Project and the CITY will be responsible for funding the utility cost portions of the Project.

**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 RESPONSIBILITIES

- 1.0 The COUNTY will serve as project manager for the design, permitting and construction phases of the PROJECT. The COUNTY's assigned staff project manager shall be under the supervision of the COUNTY's contract manager as identified in Section 3.4 below.



- 1.1 The COUNTY shall maintain open communication with the CITY's assigned project manager and provide periodic progress reports and documentation about the PROJECT as requested by the CITY.
- 1.2 The COUNTY shall provide and perform comprehensive Utility-related design, construction and construction administrative services to the CITY for the Utility portions of the PROJECT, rendered jointly and concurrently with the COUNTY's design, construction and construction administrative services for the stormwater portions of the PROJECT.
- 1.3 The following specific services, duties and responsibilities will be the obligation of the COUNTY regarding the design coordination, construction, and contract administration of the Utility work on behalf of the CITY.
  - A. The COUNTY's and CITY's assigned project managers shall maintain open communication with each other and provide periodic progress reports and documentation about the PROJECT as requested by the COUNTY and CITY. Throughout the design, permitting and construction phases of the PROJECT, both project managers shall mutually schedule periodic progress meetings as deemed necessary.
  - B. The COUNTY shall prepare and release a Request for Proposal (RFP) for design engineering services, in accordance with the COUNTY purchasing policies, that complies with the Consultant's Competitive Negotiation Act (CCNA) as required by Section 287.055, Florida Statutes. Preparation of the scope of work for the RFP will be a joint effort between COUNTY and CITY wherein the main focus of the COUNTY's contribution will address the stormwater and roadway design issues, and the main focus of the CITY's contribution will address the Utility design issues. Upon review of all proposals received from interested consulting engineering firms, the COUNTY shall present the recommendations of the RFP Selection Committee (described in Section 3.5 below) to the Board of County Commissioners (BCC) for ranking approval and authorization to enter into negotiations with the top ranked firm. Upon successful contract scope and cost negotiation with an engineering consulting firm, the BCC will vote whether to enter into design contract for the PROJECT. Before such vote the City may determine whether it wishes to proceed further with the PROJECT. If not, it shall notify the COUNTY, in which case the CITY will be responsible only for its portion of cost to that point.
  - D. During the design portion of the PROJECT the COUNTY is responsible for providing requested information to the consultant and timely reviews of draft plan sets. The COUNTY's review will focus on the design of the stormwater and roadway portions of the PROJECT, with only cursory review (primarily dealing with conflicts) provided for the Utility portions of the PROJECT. The COUNTY will rely upon the CITY to provide the COUNTY with timely detailed reviews and comments for the Utility portions of the PROJECT.
  - E. The COUNTY will be responsible for conducting the public bid and award the construction contract. Before such vote the City may determine whether it wishes to proceed further with the PROJECT. If not, it shall notify the COUNTY, in which case the CITY will be responsible only for its portion of cost to that point.
  - F. Funding for the construction of the stormwater and roadway portions of the designed and permitted PROJECT will be provided by the COUNTY.



- G. The COUNTY is responsible to acquire all land rights (road rights-of-way and drainage easements) needed to successfully construct the stormwater and roadway portions of the PROJECT. These land rights shall be obtained prior to issuance of a Notice to Proceed letter to the construction contractor(s).
- H. Payments to contracted firms for completed and accepted work, including design and permitting, will follow the procedures identified in the COUNTY's contract documents. The CITY will make payments directly to the Utility contractor for the Utility portion of the construction.
- I. The COUNTY shall conduct a formal preconstruction conference prior to commencing with the PROJECT. The COUNTY will provide the CITY notice of the preconstruction conference at least five (5) working days prior to the conference. The CITY's assigned project manager will attend this conference, and other CITY representatives may attend at the CITY's discretion. A copy of the minutes of said conference shall be submitted to the CITY's project manager.
- J. The Utility work shall be coordinated with the CITY's project manager with respect to keeping the CITY advised of technical, cost, and schedule impacts upon the Utility work.
- K. The COUNTY shall confer with the CITY's project manager as deemed necessary by the COUNTY in order to coordinate work stages between the Utility, stormwater, and roadway improvements from a public interest view point.
- L. 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 CITY's project manager shall verify and approve these measurements and calculations in writing prior to the COUNTY's issuance of monthly progress payments to the contractor.
- M. 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 project manager and/or contract authority.

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, either using 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 to be included in the BID approved by both the COUNTY and CITY. 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.

- N. Upon completion of all Utility work, including work authorized under change orders and supplemental agreements, the CITY and COUNTY shall conduct a joint final inspection of



the Utility work with the CITY's and COUNTY's project managers and/or inspectors and/or record engineer prior to COUNTY's issuing final payment to the contractor.

- O. 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"); and, one-year warranty for utility work completed. The final Certification of Completion shall be submitted by the COUNTY's engineer of record to the FDEP and other local and state agencies that govern the Utility improvements.
- P. 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, 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 Utility, stormwater and/or roadway or by any person, firm or corporation to whom any portion of the Utility, stormwater or roadway work is subcontracted by the COUNTY's consultant or contractor.
- Q. 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 design, 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's Utilities Department Director will serve as the CITY's assigned contract authority to be the point of contact for the COUNTY's contract manager as identified in Section 3.4 below. The CITY's Utility Department Director shall designate in writing an assigned CITY project manager to work with the COUNTY's assigned project manager in typical day to day coordination of PROJECT design, permitting and construction. The CITY's Utility Department Director shall assign in writing a Utility project coordinator (if that person is someone different from the assigned project manager) for the purpose of coordinating, resolving, and communicating construction issues at the field level with COUNTY's project manager. The CITY's project manager and/or project coordinator shall attend periodic construction progress meetings with and between the COUNTY and contractor, subcontractors and utility companies with direct or indirect interest in the provisions of the Interlocal Agreement.
  - B. The COUNTY's and CITY's assigned project managers shall maintain open communication with each other and provide periodic progress reports and documentation about the PROJECT as requested by the COUNTY and CITY. Throughout the design, permitting and construction phases of the PROJECT, both project managers shall mutually schedule periodic progress meetings as deemed necessary. The COUNTY shall provide the CITY written



notice of all regularly scheduled progress meetings at least five (5) working days prior to the meeting.

- C. The CITY shall provide COUNTY with the specific Utility-related detailed information needed for inclusion in preparation of the scope of services for the Request for Proposals (RFP) for the PROJECT design phase consultant selection process as identified in Section 3.5 below.
- D. The CITY shall obtain all necessary land rights (rights-of-way, utility easements, temporary construction easements, etc.) required for the construction, operation and maintenance of the Utility facilities portion of the PROJECT. The land rights shall be obtained, recorded, and made available to the COUNTY prior to the COUNTY's release of the construction bid request.
- E. Funding for the design and permitting of the Utility portions of the PROJECT shall be provided by the CITY to the COUNTY. Reimbursement of COUNTY-incurred costs for the design and permitting of Utility portions of the PROJECT will be made by the CITY to the COUNTY within thirty (30) days of the Notice to Proceed letter to the construction contractor. If for some reason the PROJECT is terminated and does not proceed through completion of design, or permitting, or does not enter into construction, the CITY will provide the reimbursement to the COUNTY within ninety (90) days of the date of termination.
- F. At the time of construction contract bid preparation, those Utility items identified for which the CITY is financially responsible shall be subject to the CITY's review and approval by the CITY's assigned project manager. The COUNTY will include the Utility work in the PROJECT bid to arrive at the price for the CITY's actual construction Utility work. Prior to the COUNTY's issuance of the Notice to Proceed letter to the construction contractor the CITY shall provide a Purchase Order to the successful contractor for the CITY's portion of the construction of the Utility improvements. Funding for additional approved cost increases for Utility construction work (e.g. quantity changes, change orders, etc.) will be provided by the CITY.
- G. 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.
- H. During the design portion of the PROJECT the CITY is responsible for providing requested information to the consultant and timely reviews of draft plan sets. The CITY's review will focus on the design of the Utility portions of the PROJECT, with only cursory review (primarily dealing with conflicts) provided for the stormwater and roadway portions of the PROJECT. The CITY will provide the COUNTY with timely detailed reviews and comments for the Utility portions of the PROJECT, so that the COUNTY can submit the CITY's comments to the design consultant.
- I. The CITY is responsible for the development and implementation of a public relations program for the PROJECT to address needed public support for the PROJECT. The CITY will coordinate with the COUNTY the scheduling of any public meetings, workshops, information distribution, etc. deemed viable and necessary to inform the affected public about the planned stormwater and sewer facilities and the expectations they can have regarding fiscal, physical, and timing impacts related to the PROJECT. The CITY shall provide the

COUNTY written notice of all public relations public meetings, workshops and information distribution efforts at least five (5) working days prior to the meetings, workshops, or information distribution.

- J Monthly Utility field measurements and quantity calculations shall be made by the engineer of record of Utility work accomplished for processing of monthly progress payments to the COUNTY's contractor. The CITY's project manager shall verify and approve these measurements and calculations in writing prior to the CITY's issuance of monthly progress payments to the contractor.
- K Upon completion of all Utility work, including work authorized under change orders and supplemental agreements, the CITY and COUNTY shall conduct a joint final inspection of the Utility work with the CITY's and COUNTY's project managers and/or inspectors and/or engineer of record prior to CITY's issuing final payment to the contractor.

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

- 3.0 The location of the PROJECT is within Area 4 and Area 5 of the "City of Naples Master Sewer Plan for the City's Unsewered Service Areas" prepared by Johnson Engineering in September 2006. The specific streets under consideration for the PROJECT may include some or all of the following streets:
  - Hollygate Lane
  - Frank Whiteman Blvd.
  - Cooper Drive
  - Illinois Drive
  - Wisconsin Drive
  - 10<sup>th</sup> Street North
  - 12<sup>th</sup> Street North
  - 14<sup>th</sup> Street North
  - Ohio Drive
  - High Point Circle
  - Ridge Street
  - Rosemary Lane
  - Rosemary Court
- 3.1 The CITY shall not be responsible for construction means, methods, techniques, skills, sequences or procedures of construction relating to Roadway or Stormwater 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.
- 3.2 The CITY shall be responsible for providing review services and guidance to the COUNTY to ensure that design and construction of the Utility components of the PROJECT comply with or exceed the CITY's Utility design and construction minimum standards.
- 3.3 The CITY shall not be responsible to the COUNTY should the COUNTY fail to comply with the Occupational Safety and Health Administration (OSHA) Safety and Health Standards (29 C.F.R. 1926) as authorized by the U.S. Department of Labor, OSHA; said responsibilities to be that of the COUNTY's contractor and/or the contractor's subcontractor.



- 3.4 The COUNTY's Capital Project, Impact Fees and Program Management Division Director, either directly with the CITY's Utilities Department Director or through a duly authorized project manager assigned to the PROJECT, shall act as the COUNTY's contract manager under this Interlocal Agreement. As the COUNTY's contract manager under this Interlocal Agreement, the Capital Project, Impact Fees and Program Management Division 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.
- 3.5 The COUNTY and CITY agree that this is a joint project that will follow the Request for Proposal (RFP) process for selecting the design consultant, and the public bidding process for selecting the construction contractor(s). As such, the COUNTY will provide two (2) staff members with stormwater design/construction experience and one (1) staff member with utility design/construction experience to serve on an RFP selection committee and a bid review committee. The CITY will provide one (1) staff member with stormwater design/construction experience and two (2) staff members with utility design/construction experience to serve on an RFP selection committee and a bid review committee.
- 3.6 During the construction phase of the PROJECT, construction engineering inspection services will be provided by a CITY staff, COUNTY staff, consultant firm, and/or any combination thereof. Periodic on-site inspections and construction reviews will be conducted by the COUNTY or its designee or the CITY to assess the contractor's compliance with the construction plans and contract documents.
- 3.7 The COUNTY shall provide the CITY with four (4) sets of the approved construction plans and contract documents for the PROJECT prior to commencement of construction activities by the COUNTY's contractor.

#### **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 COUNTY and by the CITY to the written satisfaction of 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, Stormwater and Utility 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 Within the COUNTY public easements and/or rights-of-way of the AREA impacted by this Project, the Roadway and Stormwater improvements shall be maintained by the COUNTY or its assigns, and the Utilities improvements shall be maintained by the CITY or its assigns.
- 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 COUNTY and the CITY shall maintain insurance in at least the minimum amounts and types as required by Florida Statutes.
- 5.1 The COUNTY and the CITY 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 Interlocal Agreement shall operate as a waiver of the sovereign immunity afforded to the parties as provided in Section 768.28, Florida Statutes

## **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 COUNTY and the CITY commencing with the work, services, duties, and responsibilities described heretofore.
- 6.2 This Agreement shall be modified or amended only by written agreement of both the COUNTY and the CITY through authorized representatives.
- 6.3 The County shall record this Agreement at its sole cost in the Public Records of Collier County.

## **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 Interlocal 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.

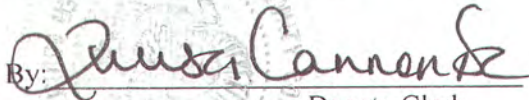
**IN WITNESS WHEREOF**, the parties hereto have caused this Interlocal Agreement to be executed by their appropriate officials, as of the date first above written.

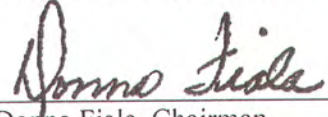


AS TO THE COUNTY:

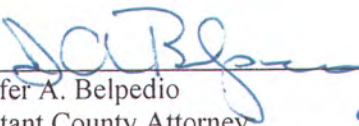
ATTEST:  
DWIGHT E. BROCK, CLERK

COLLIER COUNTY, FLORIDA

By:   
Attest as to Chairman's  
signature only. Deputy Clerk

By:   
Dora Fiala, Chairman

Approved as to form  
and legality:

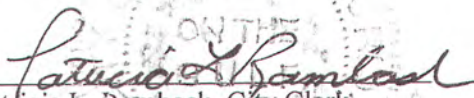
  
Jennifer A. Belpedio  
Assistant County Attorney

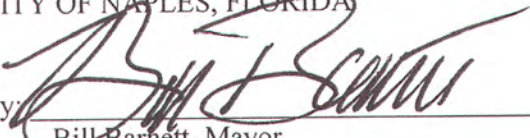
*JAB*  
*8/22/16*

AS TO THE CITY OF NAPLES:

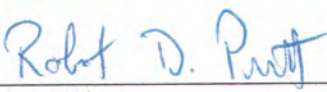
ATTEST:

CITY OF NAPLES, FLORIDA

By:   
Patricia L. Rambosk, City Clerk

By:   
Bill Barnett, Mayor

Approved as to form  
and legal sufficiency:

  
Robert Pritt  
City Attorney

State of Florida  
County of COLLIER

I HEREBY CERTIFY THAT this is a true and  
correct copy of a document on file in  
Board Minutes and Records of Collier County  
WITNESS my hand and official seal this  
16th day of November 2016

DWIGHT E. BROCK, CLERK OF COURTS







## MEMORANDUM

**Date:** October 17, 2016

**To:** Robert Wiley, Principal Project Manager  
Engineering & Environmental Services

**From:** Teresa Cannon, Deputy Clerk  
Board Minutes & Records Department

**Re:** **Interlocal Agreement w/the City of Naples for West Goodlette-Frank Road Area Joint Stormwater and Sewer Improvements**

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Attached are **two (2) originals** of the agreement referenced above, **(Item #16A9)** adopted by the Board of County Commissioners on **September 27, 2016**.

**Please forward to the City of Naples for additional signatures and return on fully executed original back to our office for recording.**

If you have any questions, please contact me at 252-8411.

Thank you.

Attachment