

TO: Fred E. Marquis, Interim County Administrator

THROUGH: Peter J. Yauch, P.E., Assistant County Administrator

FROM: Jan R. Herbst, P.E., Director, Public Works

SUBJECT: Interlocal Agreement with the City of South Pasadena (City) for Roadway and A.D.A. Improvements on Oleander Way South, from South End to Date Palm Avenue South, and Pedestrian Crossing on Gulfport Boulevard South
PID No. 1763

DATE: March 12, 2008

RECOMMENDATION: I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE INTERLOCAL AGREEMENT WITH THE CITY FOR ROADWAY AND A.D.A. IMPROVEMENTS ON OLEANDER WAY SOUTH, FROM SOUTH END TO DATE PALM AVENUE SOUTH, AND PEDESTRIAN CROSSING ON GULFPORT BOULEVARD SOUTH.

DISCUSSION The City has approached the County regarding road and A.D.A. improvements on Oleander Way South from the south end to Date Palm Avenue South, which is jointly owned by the City and County. Within these limits, Oleander Way South intersects with Gulfport Boulevard South, which is currently on the County's list to repave in Fiscal Year 07-08. The City and County would like to enter into an interlocal agreement for this section of roadway enabling the contractor to complete the entire project at once. Combining the work will save the City and County additional construction cost, time, and minimize the inconvenience to the citizens.

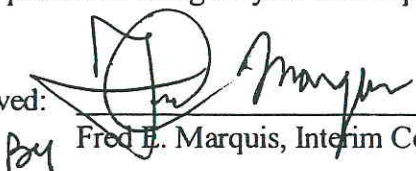
Estimated Expenditure:

Estimated Project Expenditure	\$361,635.55
Estimated County Portion	\$152,924.25
Estimated City Portion	\$208,711.30

Funding to support this project is budgeted in the County's Capital Improvement Program. The sources of funding for this project are the Infrastructure Sales Tax (Penny for Pinellas) and funding from the City. The City will provide funding for their portion to the County, to be held in escrow, within thirty days following execution of this Interlocal Agreement.

Approval of this agreement is within the authority of the County Administrator, as delegated by the Board of County Commissioners, pursuant to Section 2-62, Pinellas County Code.

Please retain one original packet for filing on your future ³⁻¹³⁻⁰⁸ quarterly receipt and file report.

Recommendation Approved:  _____
Fred E. Marquis, Interim County Administrator

Date: 3/12/08

Attachments:
Contract Review Transmittal
Agreement
Financial Overview

CONTRACT REVIEW TRANSMITTAL SLIP

CATS # 25069

Interlocal Agreement with the City of South Pasadena for Roadway and A.D.A. Improvements on
Oleander Way South from South End to Date Palm Avenue South and Pedestrian Crossing on Gulfport

SUBJECT: Boulevard South

AGREEMENT PREPARED BY: Pinellas County

DATE: March 5, 2008 **PROJECT / PID NO.:** 1763

Please review the attached and forward to the next Review Authority in the sequence indicated below. Indicate any necessary changes by revising, IN RED, the appropriate sections of the document to reflect the wording of the desired change. Time is of the essence. Please make your review as complete and as fast as possible.

Board Records: Return to Barbara Kuhl, 4th Floor, Public Works.

All inquiries should be made to Barbara Kuhl, Ext. 43144.

Review Sequence	Review Authority	Review Date	Review Signature	Comments (Attach if necessary)	Comments Incorporated
1.	Originator Analyst/Contracts Merry Celeste	<u>3/6/08</u>	<u>MC</u>		
2.	PW/Financial Services Barbara Kuhl	<u>3/06/08</u>	<u>BK</u>		
3.	Director of Public Works Jan R. Herbst	<u>3/6/08</u>	<u>JRH</u>		
4.	Risk Management B. Winger/L. Hunter	<u>3/6/08</u>	<u>BW</u>		
5.	Clerk/Finance Division Cassandra Williams	<u>3/6/08</u>	<u>C Woodall</u> (for C. Williams)		
6.	OMB John Woodruff	<u>3/7/08</u>	<u>JW</u>		
7.	Assistant County Administrator Peter J. Yauch	<u>3/10/08</u>	<u>PJY</u>		
8.	Legal- Barbara Oklesen	<u>3/10/08</u>	<u>BO</u>		
	Legal- Barbara Oklesen	<u>3/12/08</u>	<u>BO</u>	Approved As to Form	

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE
OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE
NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW



INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND THE CITY OF SOUTH PASADENA

FOR

**ROADWAY AND AMERICANS WITH DISABILITY ACT IMPROVEMENTS ON OLEANDER WAY
SOUTH FROM SOUTH END TO DATE PALM AVENUE SOUTH AND PEDESTRIAN CROSSING ON
GULFPORT BOULEVARD SOUTH**

PID NO. 1763

**AGREEMENT PREPARED BY
DEPARTMENT OF PUBLIC WORKS**

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**SECTION 1
INTENT OF INTERLOCAL AGREEMENT**

THIS AGREEMENT, entered into on the 13 day of March 2008, between a political subdivision of the State of Florida, hereinafter referred to as the COUNTY represented by its BOARD OF COUNTY COMMISSIONERS of Pinellas County, hereinafter called the COUNTY, and the CITY OF SOUTH PASADENA, a municipal corporation of the State of Florida, hereinafter called the CITY.

WITNESSETH, That:

WHEREAS, this Agreement is made and entered between the parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969;" and

WHEREAS, the COUNTY is performing roadway and Americans with Disability Act (A.D.A.) improvements on Gulfport Boulevard South and the COUNTY maintained portion of Oleander Way South; and

WHEREAS, the CITY requested the resurfacing of roadway and construction of A.D.A. improvements on the CITY maintained portion of Oleander Way South from Date Palm Avenue South to the south end and the addition of a pedestrian crossing with signage on Gulfport Boulevard South, hereinafter referred to as the PROJECT.

NOW THEREFORE, the COUNTY and the CITY, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 2
SERVICES TO BE PROVIDED BY THE COUNTY**

- 2.1 The COUNTY will engineer, design, and produce plans and specifications for the PROJECT.
- 2.2 The COUNTY will be responsible for the PROJECT'S construction through the COUNTY'S current 2007-2008 Countywide Pavement Preservation and A.D.A. contract, and will provide construction administration and inspection services during construction.
- 2.3 The COUNTY will not use CITY funds for any purposes not specifically identified in the scope of work authorized by this Agreement unless the COUNTY receives written authorization from the CITY.
- 2.4 The COUNTY will assume the ongoing operating and maintenance of the crosswalk and signage within the COUNTY'S jurisdiction.

**SECTION 3
SERVICES TO BE PROVIDED BY THE CITY OF SOUTH PASADENA**

- 3.1 The CITY will provide funding to the COUNTY in the amount of two hundred eight thousand seven hundred eleven and 30/100 dollars (\$208,711.30) for construction of roadway and A.D.A. improvements on Oleander Way South from south end to Date Palm Avenue South and for a pedestrian crossing on Gulfport Boulevard South.
- 3.2 The CITY hereby certifies that funding for the CITY'S portion of the PROJECT (currently estimated at \$198,772.66), plus 5% for COUNTY administrative costs of (\$9,938.63), for a total estimate of two hundred eight thousand seven hundred eleven and 30/100 dollars (\$208,711.30), as outlined in Exhibit A, has been appropriated and is available for deposit into an escrow account for the purpose of payments by the COUNTY to the Contractor on the CITY'S behalf. The CITY shall provide the amount due to the COUNTY no later than thirty (30) days following the execution of this agreement.
- 3.3 Should contract modifications occur that increase the CITY'S share of the total PROJECT costs, the CITY will be notified by the COUNTY accordingly. The CITY agrees to provide adequate funds to ensure that cash on deposit with the COUNTY is sufficient to fund its share of the PROJECT costs. The COUNTY shall notify the CITY as soon as it becomes apparent that the actual cost will overrun the estimate amount; however, failure of the COUNTY to so notify the CITY shall not relieve the CITY from its obligation to pay for its full share for the PROJECT costs on final accounting as provided herein below.
- 3.4 Upon completion of the PROJECT, the CITY shall be responsible for ongoing maintenance of the improvements within the CITY'S jurisdiction as part of its operating and maintenance activities.

**SECTION 4
GENERAL PROVISIONS**

- 4.1 The COUNTY'S contractor will provide insurance naming the CITY as an additional insured for the CITY'S portion of the PROJECT. The costs for this shall be included in the estimate and paid for by the CITY.
- 4.2 This Agreement shall give the COUNTY and the COUNTY'S Contractor the right to enter the CITY'S right of way to perform this work.
- 4.3 Upon final payment to the Contractor, the COUNTY intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the CITY for a period of three years after the close out of the Project. The CITY will be notified of the final cost. Both parties agree that in the event the final accounting of total PROJECT costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the COUNTY to the CITY in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the CITY will pay the additional amount within forty (40) calendar days from the date

of the invoice. The CITY agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any unpaid balance.

4.4 The COUNTY'S records of expenses related to the PROJECT will be available for examination, audit, and/or reproduction by the CITY'S agent or representative, at any time, should the CITY determine a need for such examination. Records should be retained for three (3) years after final payment is made.

SECTION 5 TERMINATION OF AGREEMENT

This Agreement, except for the maintenance provisions, may be terminated by either party upon thirty (30) days written notice to the other party should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the other party or if conditions arise, such as lack of available funding, that dictates that it is in the public interest to terminate. In the case of termination by either party, all remaining fund balances shall be returned to the CITY.

SECTION 6 AGREEMENT TERM

This Agreement shall become effective on the date of execution first written above and shall remain in effect until completion of the project unless otherwise terminated pursuant to the provisions of this Agreement or extended for a longer term by amendment.

SECTION 7 INDEMNIFICATION

The COUNTY and CITY agree to be responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resultant from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either the COUNTY or CITY. Nothing herein shall be construed as consent by the COUNTY or CITY to be sued by third parties in any manner arising out of this Agreement.

SECTION 8 ENTIRE AGREEMENT

This document embodies the whole agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein and this document shall supercede all previous communications, representations and/or agreements, whether written or verbal, between the parties hereto. This Agreement may be modified only in writing, executed by all parties. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives.

SECTION 9 OFFICIAL NOTICE

All invoices or notices required by law or by this Agreement to be given by one (1) party to the other, shall be in writing, and shall be sent to the following respective addresses:

COUNTY:	Barbara A. Kuhl, C.P.M. Director of Financial Services and Contract Management Pinellas County Department of Public Works Administration 440 Court Street Clearwater, FL 33756-5139
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CITY OF SOUTH PASADENA:	Gary Anderson Public Works Director City of South Pasadena 7047 Sunset Drive South South Pasadena, FL 33707
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**SECTION 10
CLERK OF CIRCUIT FILING**

Prior to its effectiveness, this Agreement and subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

CITY OF SOUTH PASADENA

PINELLAS COUNTY, by and through its
Interim County Administrator

By: 
Mayor

By: 
Fred E. Marquis

ATTEST:

ATTEST:
~~Kerr Burke, Clerk~~

By: 
Title: City Clerk

By: 
Exec. Assistant

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Office of City Attorney

By: 
Office of County Attorney

Exhibit A
City of South Pasadena's Portion (Estimate)

Interlocal Agreement with the City of South Pasadena for Roadway and A.D.A. Improvements on Oleander Way South from South End to Date
Palm Avenue South from South End to Date Palm Avenue South and Pedestrian Crossing on Gulfport Boulevard South

SUB-PID: 1763

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
101-0100	184.40	LS	MOBILIZATION	\$77.92	\$14,368.75
120-0040	0.00	CY	FILL MATERIAL	\$174.00	\$0.00
333-4100	0.00	TN	ASPHALTIC CONCRETE, Type S-3 (Leveling) (Under 100 tons)	\$172.00	\$0.00
333-4200	0.00	TN	ASPHALTIC CONCRETE, Type S-3 (Leveling) (100 - 200 tons)	\$125.00	\$0.00
333-4400	0.00	TN	ASPHALTIC CONCRETE, Type S-3 (Leveling) (201-400 tons)	\$127.00	\$0.00
333-4500	0.00	TN	ASPHALTIC CONCRETE, Type S-3 (Leveling) (over 400 tons)	\$120.00	\$0.00
335-4100	0.00	TN	ASPHALTIC CONCRETE, Type S-1 or S-3 (Variable Thickness) (Under 100 tons)	\$170.00	\$0.00
335-4200	0.00	TN	ASPHALTIC CONCRETE, Type S-1 or S-3 (Variable Thickness) (100-200 tons)	\$128.00	\$0.00
335-4400	392.65	TN	ASPHALTIC CONCRETE, Type S-1 or S-3 (Variable Thickness) (201-400 tons)	\$123.00	\$48,295.95
335-4500	0.00	TN	ASPHALTIC CONCRETE, Type S-1 or S-3 (Variable Thickness) (>400 tons)	\$83.70	\$0.00
340-2000	0.00	SY	MICROSURFACING (DOUBLE LIFTS)	\$3.35	\$0.00
340-4000	0.00	SY	CRACK SEAL	\$15.00	\$0.00
340-6000	0.00	SY	CAPE SEAL	\$5.20	\$0.00
350-0207	102.20	SY	PAVEMENT, Cement Concrete, 6" Min. Thickness, Remove and Replace	\$97.65	\$9,979.83
380-4120	0.00	SY	MILL EXISTING ASPHALT PAVEMENT, 2" Thickness or Less, Edge Mill & Full Width, Less Than 1200 SY	\$12.10	\$0.00
380-4240	0.00	SY	MILL EXISTING ASPHALT PAVEMENT, 2" Thickness or Less, Edge Mill & Full Width, 1200 SY - 2400 SY	\$8.25	\$0.00
380-4360	0.00	SY	MILL EXISTING ASPHALT PAVEMENT, 2" Thickness or Less, Edge Mill & Full Width, 2401 SY - 3600 SY	\$6.00	\$0.00
380-4480	3,819.00	SY	MILL EXISTING ASPHALT PAVEMENT, 2" Thickness or Less, (Spot/Butt Milling), 3601 SY - 4800 SY	\$6.50	\$24,823.50
380-4500	0.00	SY	MILL EXISTING ASPHALT PAVEMENT, 2" Thickness or Less, Edge Mill & Full Width, (>4800 SY)	\$3.10	\$0.00
380-4600	0.00	SY	MILL EXISTING ASPHALT PAVEMENT, 2" Thickness or Less, (Spot/Butt Milling) (Less Than 4'-0" Width)	\$8.00	\$0.00
425-89-0000	0.00	EA	ADJUST EXISTING DRAINAGE STRUCTURE	\$2,200.00	\$0.00
425-89-0001	1.00	EA	MODIFY EXISTING DRAINAGE STRUCTURE	\$2,200.00	\$2,200.00
515-1084	0	LF	HANDRAIL, Aluminum Pipe, 2" ID Pedestrian/Bicycle Picket Railing, FDOT Index 860	\$74.00	\$0.00
520-1200	195	LF	CURB & GUTTER, Concrete, PCED Type A	\$50.00	\$9,750.00
520-2602	859	LF	CURB & GUTTER, Concrete, IN-KIND	\$32.50	\$27,917.50
520-1-10	0	LF	CURB & GUTTER, FDOT TYPE F	\$0.00	\$0.00
520-1-7	0	LF	CURB & GUTTER, FDOT TYPE E	\$0.00	\$0.00
522-1004	0	SY	SEWALK, CONCRETE, 4" MIN.	\$58.55	\$0.00
522-1006	46	SY	SEWALK, CONCRETE, 6" MIN.	\$85.70	\$3,942.20
522-2006	23.11	SY	SEWALK RAMPS, CONCRETE, 6" MIN. THICKNESS (RAMPS PER FDOT INDEX 304)	\$150.00	\$3,466.50
522-4005	0	SY	SEWALK RAMPS, CONCRETE, 4" MIN. THICKNESS Remove and replace	\$73.55	\$0.00
522-4012	0	SY	TEXTURIZING Tactile Surface On Existing Ramps (Contingency)	\$107.40	\$0.00
575-0101	0	SY	SODDING, Bahia	\$7.60	\$0.00
575-0201	0	SY	SODDING, St. Augustine	\$10.85	\$0.00
600-3003	0.00	EA	SANITARY SEWER, Adjust Existing Manhole Frame & Cover (Contingency)	\$35.60	\$0.00
660-2-102	1.00	AS	LOOP ASSEMBLY, (Type B)	\$760.00	\$760.00
700-40-1	2.00	AS	SINGLE SIGN POST, Less Than 12	\$315.00	\$630.00
706-3	73.00	EA	RETRO REFLECTIVE PAVEMENT MARKER (Bi-Directional), No Color Designation	\$5.00	\$365.00

**Exhibit A
City of South Pasadena's Portion (Estimate)**

710-1-10	0.00	LF	SKIP TRAFFIC STRIPE, Paint (6" Yellow) (10'-30')	\$0.65	\$0.00
710-1-13	0.00	GM	SKIP TRAFFIC STRIPE, Paint (6" White) (10'-30')	\$550.00	\$0.00
710-1-2	0.00	LF	SKIP TRAFFIC STRIPE, Paint (6" White) (2'-4' SKIP)	\$1.40	\$0.00
710-2-1	0.60	NM	SOLID TRAFFIC STRIPE, Paint, (6" White)	\$1,300.00	\$776.75
710-2-2	0.41	NM	SOLID TRAFFIC STRIPE, Paint, (6" Yellow)	\$1,300.00	\$533.00
710-25-241	14.00	LF	SOLID TRAFFIC STRIPE, Paint, 24" White	\$1.85	\$25.90
710-25-P121	438.00	LF	SOLID TRAFFIC STRIPE, Paint, 12" White	\$0.97	\$424.86
710-25-P182	0.00	LF	SOLID TRAFFIC STRIPE, Paint, 18" Yellow	\$1.30	\$0.00
710-6	0.00	EA	DIRECTIONAL ARROWS, Painted	\$33.00	\$0.00
710-7	0.00	EA	PAVEMENT MESSAGES, Painted	\$70.00	\$0.00
1642-700	1.00	EA	POTABLE WATER VALVE COVER, Adjust & Modify	\$430.00	\$430.00
1642-702	0.00	EA	RECLAIMED WATER VALVE COVER, Adjust & Modify	\$430.00	\$0.00
1642-703	0.00	EA	SANITARY SEWER VALVE COVER, Adjust & Modify	\$430.00	\$0.00
1642-704	0.00	EA	GAS VALVE COVER, Adjust & Modify	\$430.00	\$0.00
999-0000	20000	EA	UNSPECIFIED	\$1.00	\$20,000.00
710-1-7	54.00	LF	UNSPECIFIED, SKIP TRAFFIC STRIPE, Paint (6" Yellow) (6'-10' SKIP)	\$0.16	\$8.64
700-90-11	4.00	EA	UNSPECIFIED, SOLAR POWERED FLASHING SIGN	\$6,648.25	\$26,593.00
665-13	2	EA	UNSPECIFIED, PEDESTRIAN DETECTOR	\$240.64	\$481.28
	1	LS	UNSPECIFIED, BONDING AND INSURANCE	\$3,000.00	\$3,000.00
TOTAL:				\$198,772.66	

5% construction/contract administration \$9,938.63

TOTAL: \$208,711.30

**PINELLAS COUNTY CAPITAL IMPROVEMENT PROJECT (CIP)
PROJECT FINANCIAL OVERVIEW**

(Check one)

1. Construction Phase: 2. Date: March 12, 2008
 3. Interlocal Agreement:

4. Title: Resurfacing Annual Contracts (PID # 921544); Gulfport Blvd S & Oleander Way (Sub PID # 1763)		
5. Anticipated Scope and Description: Funding for annual contracts for resurfacing of Countywide arterials, collectors, and local unincorporated area subdivision streets.		
6. YEAR OF CONSTRUCTION START: FY 08		
7. PROJECT BUDGET:		
	FY 08 Appropriation	Multi-Year Plan
Professional Services (Architectural/Engineering/Consulting)		
Land/Right of Way/Building Acquisitions		
Construction: Roadway	\$ 3,506,240	\$ 36,478,570
Construction: City of South Pasadena	208,780	208,780
Testing	10,000	60,000
Other: Inter-local Agreement Payments, Misc. Materials, etc.	1,000	8,620
TOTAL	\$ (1) 3,726,020	\$ (2) 36,755,970
8. FINANCIAL RESOURCES:		
Penny for Pinellas Sales Tax:		\$ 36,269,350
Local Option Gas Tax: (FY03 Resources)		(3) 277,840
Transportation Impact Fees:		
Grant(s):		
Reimbursements:		
Enterprise Revenue (Water, Sewer, Solid Waste, Airport):		
Other: City of South Pasadena		208,780
TOTAL FINANCIAL RESOURCES		\$ (2) 36,755,970
9. Project's First Full Year Estimated Operating Budget Fiscal Impact: ⁽⁴⁾		
Fiscal Year:		FY 09
New Positions:		NONE
Number:		N.A.
Type:		N.A.
Total Est. Fiscal Impact (Personal Services, Operating Expenses)		\$ 0

(1) Amount represents current FY 08 appropriation and potential appropriation carryover from FY07 to FY08.

(2) Amount represents the current Multi - Year Plan's project estimate and anticipated resources.

(3) Resource does not apply to current phase.

(4) Does not apply.