

**BOARD OF COUNTY
COMMISSIONERS**

Dave Eggers
Pat Gerard
Charlie Justice
Janet C. Long
John Morroni
Karen Williams Seel
Kenneth T. Welch



May 27, 2015

Ms. Rebecca C. Haynes
City Clerk
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Subject: Inter-Local Agreement with the City of St. Pete Beach
for the relocation of utilities in conjunction with the roadway,
sidewalk and drainage improvements along Pass-A-Grille Way

Dear Ms. Haynes,

Enclosed is an executed original of the inter-local agreement with the City
for the relocation of utilities in conjunction with the roadway, sidewalk and
drainage improvements along Pass-A-Grille Way for your records.

Should you have any questions, please feel free to call me at (727) 464-5316.

Sincerely,
OFFICE OF ENGINEERING & TECHNICAL SUPPORT

Trina Shisler
Sr. Contract Service Specialist

Enclosures

c: Wayne Saunders, City Manager, SPB
Billy Bay, Project Manager, PCU



INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND THE CITY OF ST. PETE BEACH FOR THE RELOCATION OF PINELLAS COUNTY UTILITIES AND RECLAIMED WATER LINES MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG PASS-A-GRILLE WAY FROM EL CENTRO STREET TO 19TH AVENUE.

SECTION 1 INTENT OF AGREEMENT

This AGREEMENT, made and entered into this 12th day of May, 2015, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively refer to as the "PARTIES".

WITNESSETH that:

WHEREAS, the CITY desires to construct roadway and drainage system improvements along Pass-A-Grille Way; and

WHEREAS, the COUNTY owns and operates potable water lines, service connections, appurtenances and fire hydrants (also referred to herein as "UTILITIES" or "COUNTY UTILITIES"); and

WHEREAS, the COUNTY and CITY jointly own and operate reclaimed water lines that require relocation along Pass-A-Grille Way, from El Centro Street to 19th Avenue, as described in Exhibit A, attached and incorporated, herein referred to as the "PROJECT"; and

WHEREAS, the COUNTY is required to relocate its UTILITIES as part of the PROJECT, and agrees to reimburse the CITY for the total cost to relocate its UTILITIES.

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the PARTIES hereby mutually agree as follows:

SECTION 2 SCOPE OF CONSTRUCTION SERVICES

The scope of Construction Services for the PROJECT shall include the following:

The relocation of potable water lines including the service connections, fire hydrants, appurtenances and reclaimed water lines found to be in conflict with the proposed roadway and drainage system improvements along Pass-A-Grille Way, from El Centro Street to 19th Avenue.

**SECTION 3
SERVICES TO BE PROVIDED BY THE CITY**

The CITY'S Engineer shall design the roadway, sidewalk and drainage improvements as part of the Pass-A-Grille Way roadway and drainage improvement plans and produce construction drawings, specifications, quantity list and cost estimate.

Upon acceptance and approval of the construction plans and specifications by all PARTIES, the CITY shall hire a private contractor to construct the PROJECT.

The CITY will provide a representative to attend construction meetings and inspect the construction of the roadway and drainage improvements to ensure that construction is completed in accordance with the construction plans and specifications.

Upon completion of the entire PROJECT, the CITY shall ensure that any warranty, including materials, equipment, workmanship and closeout documents, by the contractor constructing the PROJECT, is passed on to the COUNTY under the same terms and conditions as that warranty applies to facilities constructed or installed on behalf of the CITY.

**SECTION 4
SERVICES TO BE PROVIDED BY THE COUNTY**

The COUNTY will produce construction drawings, specifications, a quantity list and cost estimate for the relocation of the potable water lines, reclaimed water line, fire hydrants, appurtenances and service connections suitable to construct the PROJECT. If the cost estimates exceed the amount allocated by the COUNTY in Section 5 of this Agreement, the PARTIES shall meet and the COUNTY, without unreasonable delay, shall determine whether it will pay the excess cost or redesign the scope of relocating its UTILITIES to meet its stated budget expressed in Section 5 of this Agreement, or the COUNTY may decide to terminate this Agreement in accordance with Section 8. In no case shall the CITY be responsible for costs to relocate COUNTY UTILITIES. In the event of an excess cost to relocate the COUNTY UTILITIES, the COUNTY shall notify the CITY of its decision in writing.

The COUNTY will submit and obtain any permits associated with the relocation and operation of the COUNTY UTILITIES as part of the PROJECT.

The COUNTY will provide a representative to attend construction meetings and inspect the construction of the PROJECT to ensure that COUNTY standards are met.

When construction of the work is completed, the COUNTY shall own, operate and maintain the COUNTY UTILITIES and shall continue to maintain and operate the reclaimed water lines per the existing Reclaimed Water Agreements with the CITY.

**SECTION 5
FUNDING AND INVOICING**

The COUNTY will pay 100% of the total cost of construction and relocation of the 16" potable water transmission line (approximately 4,400 linear feet), 8" potable water distribution line (approximately 4,400 linear feet) and service connections, appurtenances and all the fire

hydrants related to the 16" potable water transmission line relocation and installation of a new 8" potable water distribution line along Pass-A-Grille Way which shall not exceed One Million Nine Hundred Thousand Dollars (\$1,900,000.00).

Per the existing Reclaimed Water Agreement with the CITY, the COUNTY will pay 25% of cost for the 16" reclaimed water transmission line relocations (approximately 4,150 linear feet) and appurtenances related to the 16" reclaimed water transmission line relocation along Pass-A-Grille Way which shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000.00). Relocation of reclaimed water service lines and associated appurtenances are not part of this agreement and the CITY shall pay 100%.

The COUNTY will additionally pay 10% of the total cost of construction and relocation of COUNTY UTILITIES and 10% of the COUNTY's share of the cost of the construction and relocation of the reclaimed water lines which shall not exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) that will cover mobilization, maintenance of traffic (MOT), and miscellaneous administrative fees of the PROJECT.

The CITY shall initially pay the total construction cost for the PROJECT. The CITY will invoice the COUNTY for the costs of the relocation of COUNTY UTILITIES, and the COUNTY'S share of the reclaimed water lines, not to exceed Two Million, Four Hundred Seventy-Five Thousand Dollars (\$2,475,000.00) upon approval of the COUNTY Project Manager and without unreasonable delay, except that this cost may exceed \$2,475,000.00 pursuant to Section 4 of this Agreement, but in no circumstance shall the CITY be responsible for the cost to relocate COUNTY UTILITIES.

During construction, the CITY shall process invoices from the contractor and submit a copy to the COUNTY along with progress reports and requests for payment. The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects.

SECTION 6 ACCOUNTING RECORDS

Records of expenses pertaining to all services performed shall be kept in accordance with generally recognized accounting principles and procedures.

SECTION 7 TERM OF AGREEMENT

This Agreement shall commence on the date of execution and shall remain in effect until the CITY provides to the COUNTY mutually agreeable documentation which substantiates that this Agreement has been fully performed.

**SECTION 8
TERMINATION**

Upon written notice, this Agreement may be terminated by any of the PARTIES in the event of a "substantial failure to perform" of another party to fulfill its obligation under this Agreement through no fault of the terminating party, or if the COUNTY decides not to relocate its UTILITIES in accordance with Section 4 of this Agreement. This Agreement shall be deemed terminated on the fifteenth (15th) day after receipt of written notice of termination. The CITY, however, shall be entitled to receive payment for all work completed as of the date of termination.

**SECTION 9
NOTICE**

All notices or reports under this Agreement shall be directed to the following addresses:

Project Manager for the COUNTY: Guillermo Q. Bay, E.I.
Office of Engineering & Technical Support
14 S. Ft. Harrison Avenue, 6th Floor
Clearwater, FL 33756

Project Manager for the CITY: Ian Wade, P.E.
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Engineer of Record for the CITY: Jeff Earhart, P.E.
CPWG, Inc.
2215 Wembley Place
Oviedo, FL 32765

**SECTION 10
PRIOR AGREEMENTS**

Nothing in this Agreement is intended to modify the Reclaimed Water Service agreement between the COUNTY and the CITY and the CITY of SOUTH PASADENA executed September 24, 1991 and the Renewal Agreement for Maintenance and Customer Services between the COUNTY and the CITY executed November 4, 1997.

**SECTION 11
ENTIRE AGREEMENT**

This document, including the recitals above, embodies the whole Agreement of the PARTIES with respect to the subject matter herein. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supersede all previous communications, representations, whether written or verbal, between the PARTIES with respect to the subject matter herein. 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.

IN WITNESS WHEREOF, the PARTIES hereto, or their lawful representative, have executed this Agreement as of the date first above written.

CITY OF ST. PETE BEACH,
a municipal corporation
of the State of Florida

PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of
Florida, by and through its Board of
County Commissioners

By: Maria Lowe
Maria Lowe, City Mayor

By: John Mounai
Chairman 5-19-15

ATTEST:

ATTEST: KEN BURKE, Clerk

By: Rebecca Hayes
Rebecca Hayes, City Clerk

By: Arline J. Smitke
Deputy Clerk
(Seal)

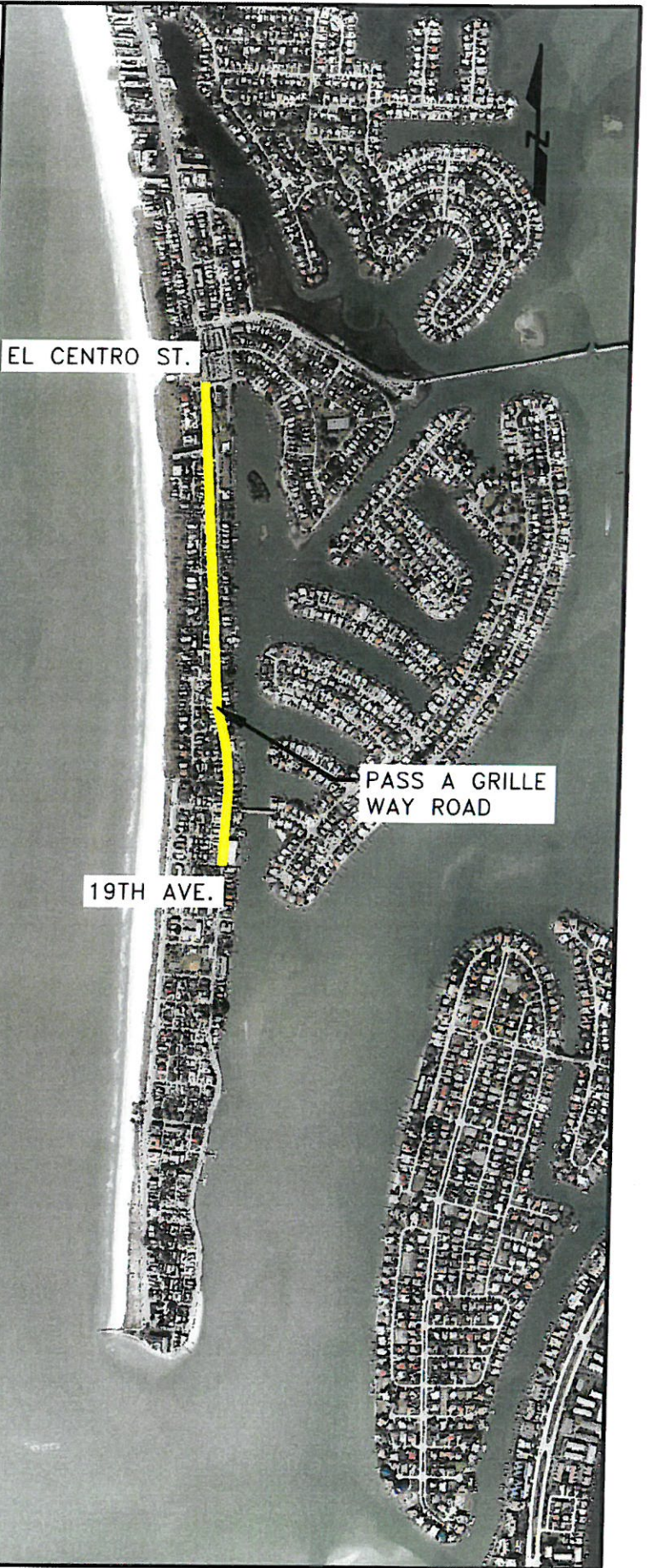
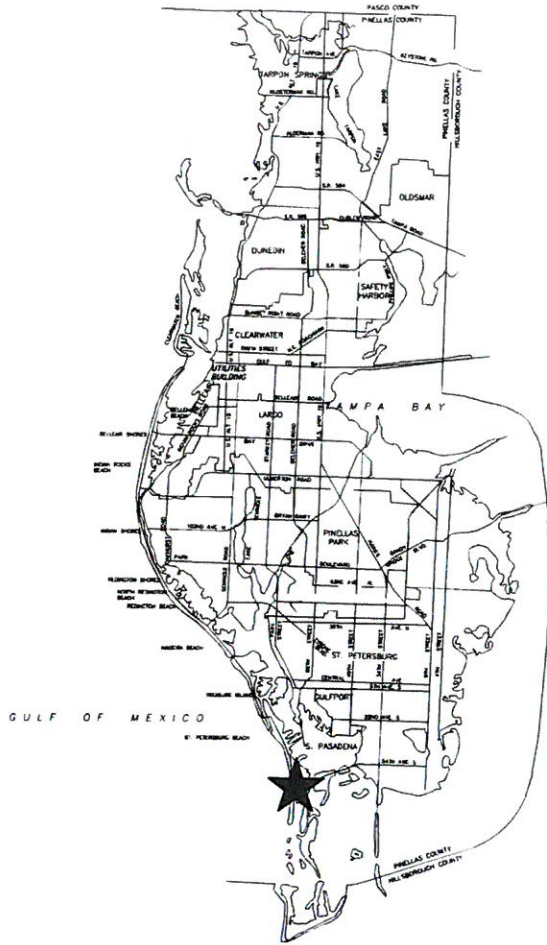


APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: [Signature]
Office of City Attorney

By: [Signature]
Office of the County Attorney



PASS A GRILLE WAY RD. AND DRAINAGE IMPROVEMENTS LOCATION MAP



**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Agreement for Utility Relocations between the City of St. Pete Beach and Pinellas County for Pass-A-Grille Way.

Date: May 12, 2015

Prepared By: Wayne Saunders, City Manager

Summary of Issue: The City of St. Pete Beach (City) is proposing to construct roadway, drainage and other improvements to Pass-A-Grille Way. The project also includes relocation and replacement of the county water facilities and reclaim water facilities, all fire hydrants and appurtenances. This agreement provides for the county to pay 100% of the water system improvements.

In addition, the County will pay 25% of the cost to relocate approximately 4,150 linear feet of a 16" reclaimed water transmission line pursuant to the terms and conditions identified in the reclaim water agreement with the city. The total construction cost to the County for the relocations of the water and reclaimed water facilities is estimated \$2,475,000.

The City will contract with a private contractor for this project. During construction, both the City and the County will have representation on site to ensure construction standards are met. Upon completion of the project, the County will take ownership of the potable water system upgrades and shall continue to maintain and operate the reclaimed water lines per the Agreements with the City.

Funding: N/A

Requested Motion: "I move to approve an agreement for Utility Relocations between the City of St. Pete Beach and Pinellas County County PID No. 001589A."

Attachments:

**Reviewed by
City Manager:**

WS

No. 12
BCC 05-19-15
2:02 P.M. TODD/Bartlett

#12 Interlocal Agreement with the City of St. Pete Beach for the relocation of potable water and reclaimed water facilities along Pass-A-Grille Way (County PID No. 001589A) approved; total construction cost to the County, \$2,475,000.00; Chairman authorized to sign the agreement and the Clerk to attest.

| | | |
|--------|---|--------------------|
| Motion | - | Commissioner Welch |
| Second | - | Commissioner Long |
| Vote | - | 7 – 0 |