



Staff Report

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**File #:** 15-643, **Version:** 1

**Agenda Date:** 12/15/2015

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**Subject:**

Agreement with the City of Madeira Beach for utility relocations.

**Recommended Action:**

Approve the Agreement with the City of Madeira Beach (City) for the relocation of Pinellas County Utilities in conflict with City roadway, sidewalk and drainage construction improvements in the Mitchell's Beach Subdivision.

Chairman to sign and Clerk to attest.

**Strategic Plan:**

Ensure Public Health, Safety, and Welfare

2.5 Enhance pedestrian and bicycle safety

Foster Continual Economic Growth and Vitality

4.4 Invest in infrastructure to meet current and future needs.

Deliver First Class Services to the Public and Our Customer

5.1 Maximize partner relationships and public outreach.

**Summary:**

The City desires to construct roadway, sidewalk and drainage system improvements within the Mitchell's Beach Subdivision along Boca Ciega Avenue to Boca Ciega Drive, the east side of Gulf Boulevard and including the cross streets of the subdivision.

The County is required to relocate all utilities in conflict with the construction area and shall pay the City an amount not to exceed \$550,000.00 for the City's contractor to relocate the County's utility facilities.

Once construction drawings and specifications are approved by both parties, the City will hire a private contractor to construct the project. Both the City and the County will provide representatives to oversee construction.

**Background Information:**

The County owns and operates potable water mains, sanitary sewer mains, reclaimed water mains, service connections, sanitary sewer laterals, fire hydrants, manholes and appurtenances that service the citizens living in the Mitchell's Beach Subdivision.

**Fiscal Impact:**

The total construction cost to the County for the relocation utilities is \$550,000.00.

Funding for this project is budgeted in the Water and Sewer Enterprise Funds.

**Staff Member Responsible:**

Kevin Becotte, Director, Office of Engineering and Technical Support

**Partners:**

City of Madeira Beach

## **INTERLOCAL AGREEMENT**

**BETWEEN PINELLAS COUNTY AND THE CITY OF MADEIRA BEACH FOR THE RELOCATION OF PINELLAS COUNTY UTILITIES MAINTAINED, SUPPLIED AND OPERATED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS IN THE MITCHELL'S BEACH SUBDIVISION WITHIN THE CITY OF MADEIRA BEACH.**

### **SECTION 1 INTENT OF AGREEMENT**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 MADEIRA BEACH, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively referred to as the "PARTIES".

WITNESSETH that:

WHEREAS, the CITY desires to construct roadway, sidewalk and drainage system improvements within the Mitchell's Beach Subdivision along Boca Ciega Avenue to Boca Ciega Drive, east side of Gulf Boulevard and including the cross streets; and

WHEREAS, the COUNTY owns and operates potable water mains, sanitary sewer mains, reclaimed water mains, service connections, sanitary sewer laterals, fire hydrants, manholes and appurtenances, referred to herein as "UTILITIES" that will require relocation in the area of Mitchell's Beach Subdivision, as described in Exhibit A, 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; and

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 mains, sanitary sewer mains, reclaimed water mains, multiple service connections, sanitary sewer laterals, fire hydrants, manholes and appurtenances found to be in conflict with the proposed roadway, sidewalk and drainage system improvements, pursuant to the construction drawings, within Mitchell's Beach Subdivision along Boca Ciega Avenue to Boca Ciega Drive, east side of Gulf Boulevard and including the cross streets.

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

The CITY's Engineer shall design the roadway, sidewalk and drainage improvements as part of its Mitchell's Beach Subdivision along Boca Ciega Avenue to Boca Ciega Drive, east side of Gulf Boulevard and including the cross streets, improvement plans and produce construction drawings, specifications, quantity list and cost estimate.

Upon acceptance and approval of the construction drawings 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, sidewalk and drainage improvements to ensure that construction is completed in accordance with the construction drawings 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.

The CITY shall require that the private contractor add the COUNTY as additional insured to its Commercial General Liability policy.

The indemnification wording in the CITY'S contract with the private contractor shall also include the COUNTY as an indemnified party.

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

The COUNTY will produce utilities relocation documents to address the conflicts with the proposed roadway, sidewalk and drainage system improvements. These documents consist of construction drawings, specifications, quantity list, and cost estimate suitable to construct 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.

The COUNTY will submit and obtain any permits associated with the relocation of the COUNTY'S UTILITIES and operation within the PROJECT.

When construction of the work is completed, the COUNTY shall own, operate, and maintain the up-grades to the potable water mains, sanitary sewer mains, reclaimed water mains, service connections, sewer laterals, fire hydrants, manholes and appurtenances.

**SECTION 5  
FUNDING AND INVOICING**

The COUNTY will pay the total cost of construction, relocation of the potable water mains, sanitary sewer mains, reclaimed water mains, multiple service connections, sanitary sewer laterals, fire hydrants, manholes and appurtenances found to be in conflict with the proposed roadway, sidewalk and drainage system within Mitchell's Beach Subdivision along Boca Ciega Avenue to Boca Ciega Drive, east side of Gulf Boulevard and including the cross streets, which shall not exceed Five Hundred Thousand Dollars (\$500,000.00).

The COUNTY will additionally pay 10% of the total cost of construction and relocation of COUNTY UTILITIES which shall not exceed Fifty Thousand Dollars (\$50,000.00) that will cover for mobilization, maintenance of traffic 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, not to exceed Five Hundred Fifty Thousand Dollars (\$550,000.00) upon approval of the COUNTY Project Manager.

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, 6 <sup>th</sup> Floor Clearwater, FL 33756
Project Manager for the CITY:	Shane Crawford, City Manager City of Madeira Beach 300 Municipal Drive Madeira Beach, FL 33778
Engineer of Record for the CITY:	Albert Carrier, P.E., Principal Deuel & Associates Civil Engineers, Land Surveyors 565 S. Hercules Avenue Clearwater, FL 33764

**SECTION 10  
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 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 MADEIRA 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  
Administrator

By:   
Shane Crawford, City Manager

By: \_\_\_\_\_  
Chairman

ATTEST:

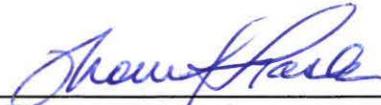
ATTEST: KEN BURKE, Clerk

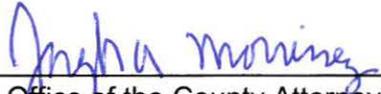
By:   
Aimee Servidio, City Clerk

By: \_\_\_\_\_  
Deputy Clerk  
(Seal)

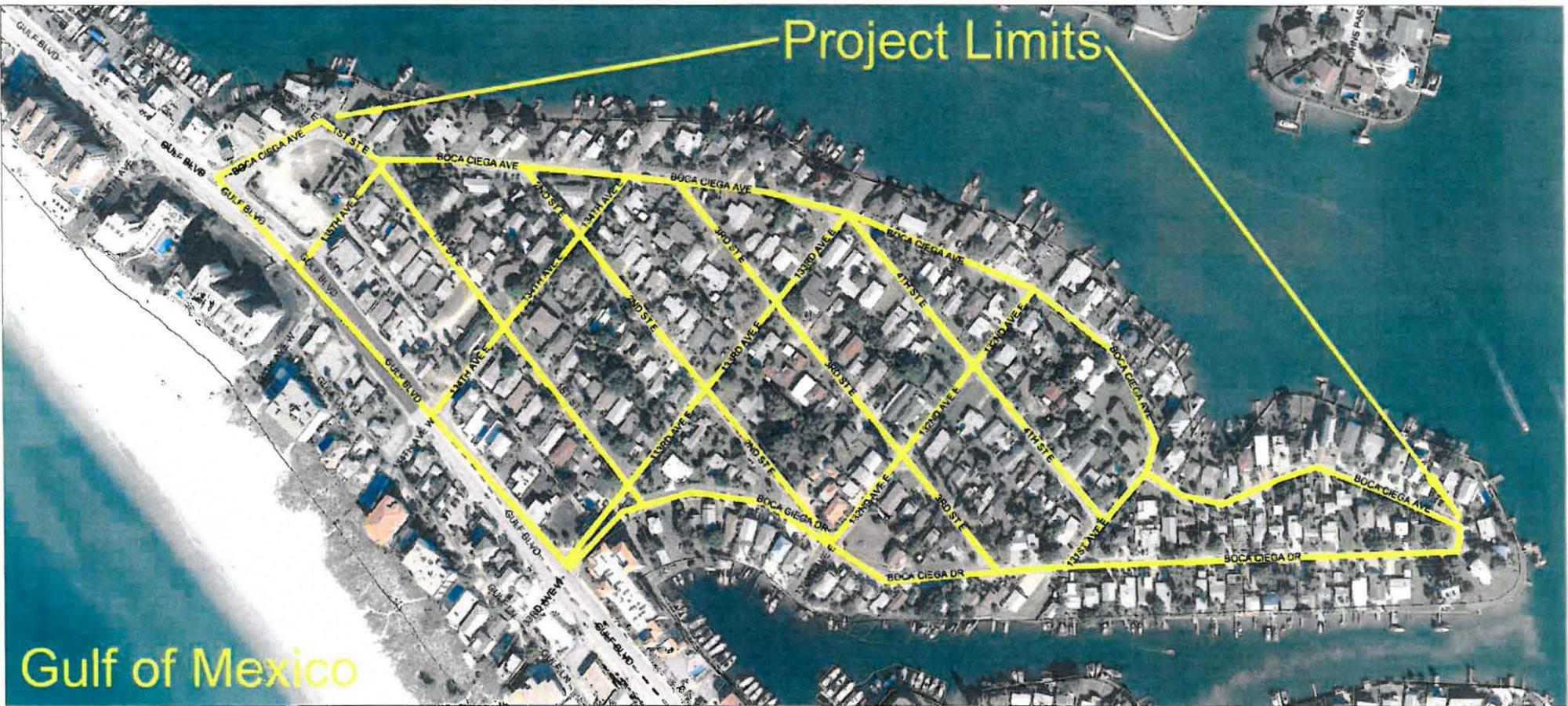
APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:   
Thomas J. Trask,  
Trask, Metz & Daigneault, LLP, Esquire

By:   
Office of the County Attorney

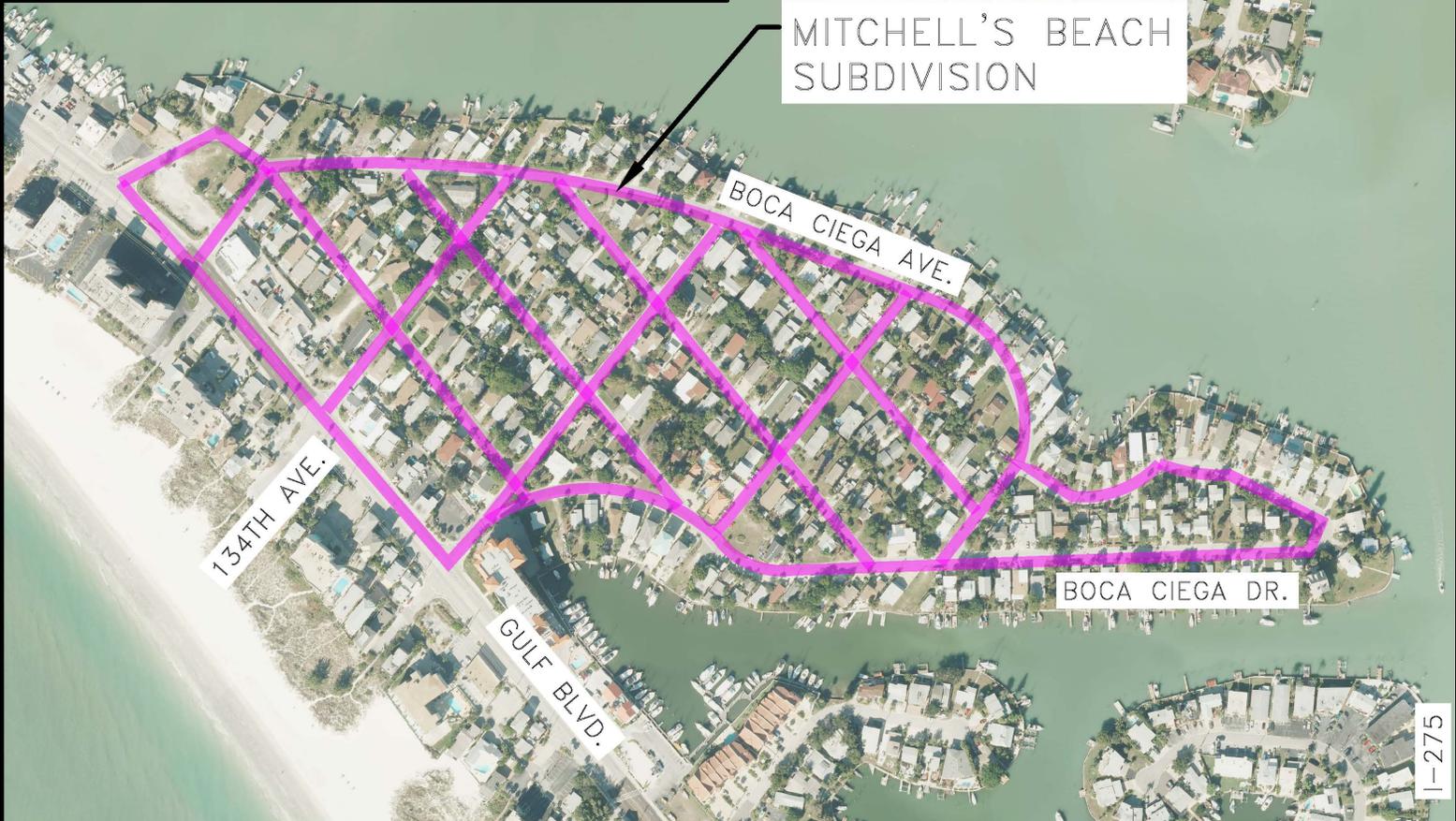
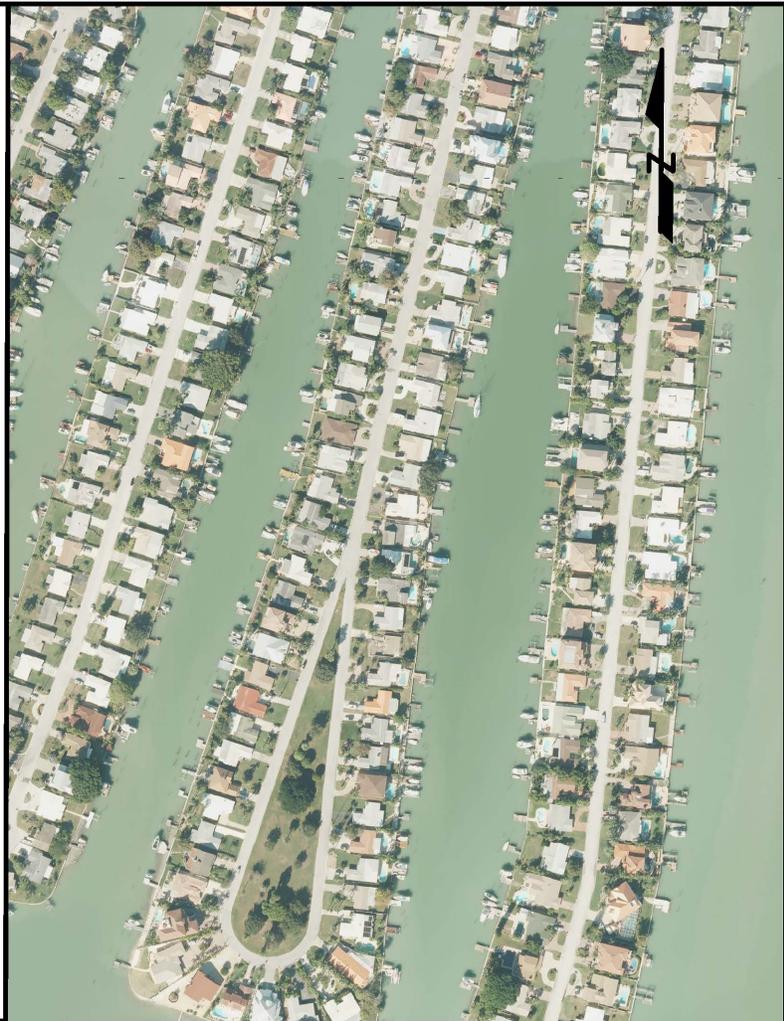
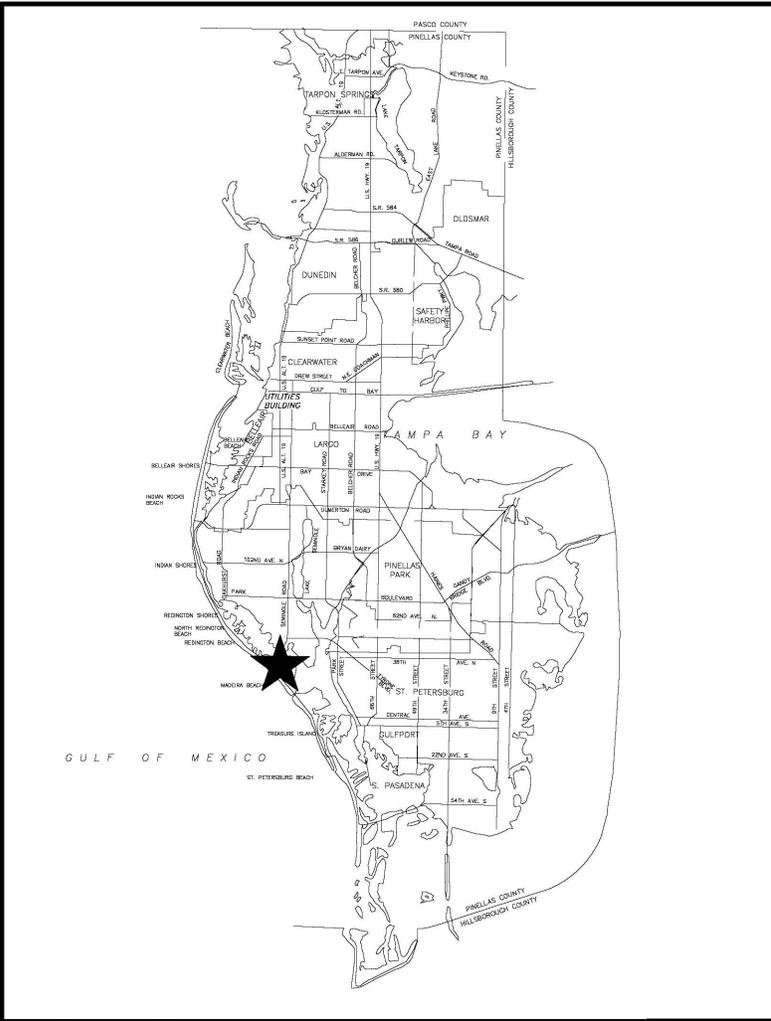
# Exhibit "A" - Mitchells' Beach (Boca Ciega Avenue, Boca Ciega Drive Improvements)



Project Limits

Gulf of Mexico





# MITCHELL'S BEACH UTILITIES RELOCATION LOCATION MAP

# Exhibit "A" - Mitchells' Beach (Boca Ciega Avenue, Boca Ciega Drive Improvements)



## Risk Management Contract Review

Contract Name								Agreement with the City of Madeira Beach for Utility Relocations**Contract Review Only**											
Bid/Contract#				Granicus				15-643				PID #							
Department				Eng & Tech Svcs				Project Mgr				Kevin Beacotte				Date In		Click here to enter a date.	
Contract Mgr				RUSH?				Pre-Review?				Date Out		Click here to enter a date.					
Purchasing Contact				Term				Amount				\$550,000.00							
Type of Contract (select both)				Interlocal Agreement				Non-Purchasing				Method of Review		Granicus					
Limitation of Liability?				Indemnification Language?				n				If PE to PE, \$768.28?		y					

Required Coverages	Add'l Language / Exclusions	Limits	Justification
Choose an item.			PE to PE – no 768.28 language in the agreement
Choose an item.			

Discussed scope & suggested insurance requirements with	
Date/Time/Comments:	

**NOTES:**  
 Agreement with the City of Madeira Beach for roadway, sidewalk and drainage system improvements within Mitchells Beach subdivision along Boca Ciega Avenue East side of Gulf Blvd and including cross streets. City Engineers will design the proposed improvements, produce plans and drawings, quantity list and cost estimate to the County. Upon approval City will hire a private contractor to construct the project. County agrees to attend construction meetings and inspect the construction of the project, permitting and the County shall own, operate and maintain the upgrades – County is providing funding - no 768.28 language in this agreement

Adding requirements for City to have Contractor add COUNTY as additional insured and also add COUNTY as an indemnified party

Reviewed By	GWHITE	Date	11/4/2015
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<input checked="" type="checkbox"/> Ready for Signature	Authorized By Virginia E. Holscher
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