



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** December 10, 2013

**AGENDA ITEM NO.** 6

**Consent Agenda** ☒

**Regular Agenda** ☐

**Public Hearing** ☐

**County Administrator's Signature**

**Subject:**

Amendment No. 2 to the Joint Project Agreement (JPA) with Peoples Gas System, a Division of Tampa Electric Company (PGS/TECO) for Utility Installation by Roadway Contractor for Park Street/Starkey Road Improvements PID No. 865/001645A

**Department:**

Environment & Infrastructure

**Staff Member Responsible:**

Jorge M. Quintas, P.E., Director  
Engineering & Technical Support

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE AMENDMENT NO. 2 TO THE JPA WITH PGS/TECO FOR UTILITY INSTALLATION BY ROADWAY CONTRACTOR FOR THE PARK STREET/STARKEY ROAD IMPROVEMENTS PROJECT, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AMENDMENT AND THE CLERK TO ATTEST.

**Summary Explanation/Background:**

On June 5, 2007, the BCC approved the JPA with PGS/TECO for the adjustment, relocation, and/or installation of utility facilities within the roadway right-of-way for the Park Street/Starkey Road project that extended from 84<sup>th</sup> Lane North to Bryan Dairy Road.

Amendment No. 1, approved by the BCC on October 7, 2008, allowed for additional costs associated with training to be provided by PGS/TECO for the removal and disposal of asbestos coated pipe for this project. The amendment also reflected a legal name change for PGS/TECO.

Due to funding reductions over the past several years, the County revised the extent of work originally planned for the Park Street/Starkey Road project. Consequently, PGS/TECO also agreed to reduce the scope of work originally planned for the segment of 84<sup>th</sup> Lane North to Bryan Dairy Road, and now limited to the section of roadway for 84<sup>th</sup> Lane North to Flame Vine Avenue. The reduced scope of work is presented in Amendment No. 2, along with the Revised Exhibit A - Engineer's Estimate.

**Fiscal Impact/Cost/Revenue Summary:**

Funding to support this Amendment No. 2 will be provided by PGS/TECO prior to the commencement of construction and held in escrow by the County.

Original Estimated JPA Expenditure:	\$410,891.25
Revised Cost of JPA through Amendment No. 1	\$420,530.25
Revised Cost of JPA through Amendment No. 2	\$103,950.00 (including 5% for County administrative costs)

**Exhibits/Attachments Attached:**

Contract Review Transmittal  
Amendment No. 2

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT:</b> Amendment No. 2 to the Joint Project Agreement with Peoples Gas System, a Division of Tampa Electric Company for Utility Installation by Roadway Contractor for Park Street/Starkey Road Improvements	
<b>PID NO.:</b> 865/001645A	<b>ESTIMATED EXPENDITURE / REVENUE:</b> \$103,950.00 (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator/DEI:</b> Scott Baird Mbianda Mbianda, P.E. Paul Bellhorn, P.E. Joe DeMoss Paul Giuliani, P.E. Ivan Fernandez, P.E. Jorge Quintas, P.E.	10/10 10/10 10/10 10/10 10/10 10/17 10/17/13	[Signatures] [Signatures] [Signatures] [Signatures] [Signatures] [Signatures] [Signature]		
<b>Risk Mgmt:</b> Virginia Holscher 10/22/13	10/29/13	[Signature]	Insurance included in original	
<b>Finance:</b> Cassandra Williams	10/24/13	[Signature]		
<b>OMB:</b> Bill Berger	10/28/13	[Signature]		
<b>Legal:</b> Barbara Oklesen	10/28/13 10/15/13	[Signature]	[Signature] 11/19/2013	
<b>Executive Director:</b> David Scott, P.E.	10/18/13	[Signature]		

Please return to Merry Celeste/DEI By October 22, 2013.  
 All inquiries should be made to Scott Baird ext. 464-8935.

Amendment No. 2  
Joint Project Agreement for Park Street/Starkey Road Improvements; PID No. 865/001645A

This Amendment No. 2 to the Joint Project Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", represented by its Board of County Commissioners (BOCC), and Peoples Gas System, a Division of Tampa Electric Company, Tampa, Florida, hereinafter referred to as the "COMPANY".

WITNESSETH That;

WHEREAS, the COUNTY and the COMPANY entered into an AGREEMENT on June 5, 2007 for Utility Installation by Roadway Contactor, for Park Street/Starkey Road Improvement from 84<sup>th</sup> Lane North to Bryan Dairy Road, hereinafter referred to as the "PROJECT"; and

WHEREAS, the COUNTY and the COMPANY modified the AGREEMENT on October 7, 2008 to provide for A NAME CHANGE from Peoples Gas System, Inc. to Peoples Gas System, a Division of Tampa Electric Company, and to allow for training associated with asbestos pipe removal, with the same terms and conditions; and

WHEREAS the COUNTY and the COMPANY wish to modify the AGREEMENT in order to provide for a scope reduction of work.

NOW, THEREFORE, the COUNTY and the COMPANY, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER SET FORTH, AGREE AS FOLLOWS:

1. All provisions of the AGREEMENT shall remain in full force and effect except as modified herein.
2. The PROJECT's limits of reduced work will be Park Street/Starkey Road, from 84<sup>th</sup> Lane North to Flame Vine Avenue, which lie within the limits of the original agreement.
3. Paragraph 1 is hereby replaced in its entirety as follows:

The COMPANY's "utility work" within the limits of the PROJECT is more specifically described as: Install approximately 2,300 LF of 6" Polyethylene (P.E.), fittings and valves, as described in the attached COMPANY's distribution prints. All restoration, traffic control (MOT), testing of pipe to 100 psig and directional boring is included. The COMPANY will supply all material.

Remove and dispose 4,550 LF of 2" thru 6" gas main.

The COMPANY will be responsible for all work involving active (live) gas mains. This will include, but not be limited to, tie-ins, purging and all tapping.

4. Paragraph 2 is hereby replaced in its entirety as follows:

The COMPANY will prepare at its expense, the design of plans and specifications for all the COMPANY's necessary "utility work" described above and will furnish to the COUNTY no later than January 31, 2014, complete and reproducible plans on standard size sheets (11"x17" and 24" x 36"), together with a complete set of specifications covering all construction requirements for the "utility work." These plans and specifications will be complete in every detail and will include a "Summary of Quantities" sheet and/or "Bill of Materials" identifying the items of work, with a "final estimate of cost" required to accomplish the "utility work", said estimate to be satisfactory to the COUNTY. The plans and specifications will be signed and sealed by a Registered Professional Engineer in the State of Florida.

5. Paragraph 14 is hereby replaced in its entirety as follows:

The COMPANY's comments and suggestions are invited and will be considered by the COUNTY, however all services and work under the construction contract will be performed to the satisfaction of the COUNTY's Director of Environment and Infrastructure or designee, who will decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of such contract for "utility work", the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof; and who's decision upon all claims, questions and disputes hereunder are final conclusive upon the parties hereto.

6. Paragraph 15 is hereby replaced in its entirety with the following paragraph and add second Revised Exhibit A:

The COMPANY hereby certifies that funding for the preliminary estimated "utility work" cost of \$99,000 plus 5% for COUNTY construction/contract administration costs of \$4,950 for a total of \$103,950 has been appropriated and is available for deposit into a trust account for the purpose of payments by the COUNTY to the contractor on the COMPANY's behalf. The deposit will be due to the COUNTY no later than 30 days following the bid opening of the construction contract. If the option item of the contractor's bid selected by the COUNTY for performance of the "utility work" exceeds the amount of the preliminary estimated "utility work", then subject to and in accordance with the limitations and conditions established by paragraph 11 hereof regarding the COMPANY's option to remove the "utility work", the COMPANY will deposit an amount with the COUNTY which equals the total option item plus (5%) of that amount for COUNTY construction/contract administration. Interest will accrue on the deposit balance and be used toward PROJECT costs. Should quantities of items provided in the contract be exceeded, the COMPANY will be notified by the COUNTY accordingly. The COMPANY agrees to provide adequate funds to ensure that cash on deposit with the COUNTY is sufficient to fully fund the cost of the "utility work". The COMPANY will pay the COUNTY within Thirty (30) calendar days of notification by the COUNTY to ensure that cash on deposit with the COUNTY is sufficient to fully fund the cost of the "utility work"; however, failure of the COUNTY to so notify the COMPANY shall not relieve the COMPANY from its obligation to pay for the full cost of the "utility work". In the event the actual cost is under the final estimate of cost, the COUNTY will reimburse the COMPANY any excess trust account funds.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment No. 2 is effective the day and year first written above.

Peoples Gas System, a Division of Tampa  
Electric Company

PINELLAS COUNTY, FLORIDA by and  
through its Board of County Commissioners

By: William T. Whale  
Print: William T. Whale  
Title: Senior Vice President

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

ATTEST: [Signature]  
By: \_\_\_\_\_  
(Seal)

ATTEST: Ken Burke, Clerk

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

By: N/A  
Attorney

By: [Signature]  
County Attorney

**REVISED EXHIBIT A**  
**TECO-Peoples Gas / Regional Engineering**  
**Park Street / Starkey Road Improvemnet**  
**PROJECT ID: 001645A**  
**ENGINEER'S ESTIMATE**

ITEM	DESCRIPTION	UNIT	QUANTITY	COST	TOTAL
	Utility Pipe, Install, 6" P.E. Gas Main	LF	2,300	\$25.00	\$ 57,500.00
					\$ -
					\$ -
ITEM	DESCRIPTION	UNIT	QUANTITY	COST	TOTAL
	Utility Pipe, Remove & Dispose, 2.0"- 6.0" Steel Pipe	LF	3,750	\$10.00	\$ 37,500.00
	Utility Pipe, Remove & Dispose, 2"- 4" P.E. Pipe	LF	800	\$5.00	\$ 4,000.00
					\$ -
					\$ -
					\$ -
					\$ -
	<b>TOTAL</b>				\$ 99,000.00
	<b>CEA (5%)</b>				\$4,950.00
	<b>TOTAL JOB COST</b>				<b>\$103,950.00</b>

**NOTE:**

1. Contingency Factor and CEA costs are not cumulative
2. Quantities based on phase IV design plans
3. Fittings are included in the pipe pay item