



DATE: May 19, 2015  
AGENDA ITEM NO. 12

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

 County Administrator's Signature:

**Subject:**

Agreement for Utility Relocations with the City of St. Pete Beach  
County PID No. 001589A

**Department:**

Engineering and Technical Support

**Staff Member Responsible:**

Kevin Becotte, P.E., Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS APPROVE AND AUTHORIZE THE CHAIRMAN TO EXECUTE THE AGREEMENT WITH THE CITY OF ST. PETE BEACH, FLORIDA FOR UTILITY RELOCATIONS ALONG PASS-A-GRILLE WAY.

IT IS FURTHER RECOMMENDED THAT UPON EXECUTION OF THE AGREEMENT BY THE CHAIRMAN, THE CLERK BE AUTHORIZED TO ATTEST.

**Summary Explanation/Background:**

This Agreement involves the relocation of Pinellas County (County) water facilities including approximately 4,400 linear feet of 16-inch potable water transmission line, approximately 4,400 linear feet of 8-inch potable water distribution line including service connections, all fire hydrants and appurtenances. The City of St. Pete Beach (City) is proposing to construct roadway and drainage improvements to Pass-A-Grille Way.

In addition to paying 100% for the potable water facility relocations, the County jointly owns and operates reclaimed water facilities with the City. Based on the terms and conditions identified in the Reclaimed Water Agreements with the City, the County will pay 25% of the cost to relocate approximately 4,150 linear feet of a 16-inch reclaimed water transmission line.

The City will hire 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.

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

The total construction cost to the County for the relocations of the potable water and reclaimed water facilities is \$2,475,000.

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

**Exhibits/Attachments Attached:**

Contract Review Transmittal  
Agreement  
Location Map

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

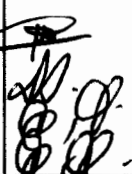
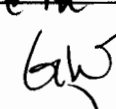
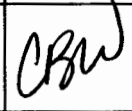
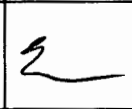

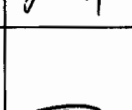
**PROJECT:** Joint Project Agreement with the City of St. Pete Beach for the relocation of potable water mains, reclaimed water mains and service connections in conjunction with the road and drainage improvements to Pass-A-Grille Way

**PID No. 001589A/000824-Misc. Municipality Relocations**

**ESTIMATED EXPENDITURE / REVENUE: \$2,100,000**  
(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).

**OTHER SPECIFICS RELATING TO THE CONTRACT:**

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> <b>Engineering &amp; Technical Support</b> Billy Bay, E. I. Dennis Simpson, P.E. Ivan Fernandez, P.E. Kevin Becotte, P.E.	03/25/15 03/26/15 3/26/15 3/26/15			
<b>Risk Mgmt:</b> Virginia Holscher Kathy 4-1-15	4/1/15		Public Entity to Public Entity	
<b>Finance:</b> Cassandra Williams	3/31/15			
<b>OMB:</b> Bill Berger	3/31/15		See attached. Need project timeline to budget appropriately.	to BB 4/21/15
<b>Legal:</b> Joe Morrissey AATF	4/22/15			
<b>Assistant County Administrator:</b> David E. Scott, P.E.	4/23/15			
<b>County Administrator's Office:</b>				

Please return to Trina Shisler, Office of Engineering & Technical Support, ext. 45316

## OMB Contract Review

<b>Contract Name</b>	Joint Project Agreement with City of St. Pete Beach for Relocation of Utilities and Reclaimed Water Lines in Conjunction with Proposed Roadway, Sidewalk, and Drainage Improvements along Pass-A-Grille Way from El Centro St to 19 <sup>th</sup> Ave		
<b>CATS#</b>	46830	<b>Contract #</b>	

Mark all Applicable Boxes:

Type of Contract									
CIP	X	Grant		Other		Revenue		Project	001589A 000824A

Contract information:

<b>New Contract (Y/N)</b>	Y	<b>Original Contract Amount</b>	2,100,000
<b>Fund(s)</b>	4034	<b>Amount of Change</b>	NA
<b>Cost Center(s)</b>	431471	<b>Contract Amount</b>	2,100,000
<b>Program(s)</b>	2321	<b>Amount Available</b>	<b>Total:</b>
<b>Account(s)</b>	5600001	<b>Included in Applicable Budget? (Y/N)</b>	Y
<b>Fiscal Year(s)</b>	FY15 - FY17		

### Description & Comments

(What is it, any issues found, is there a financial impact to current/next FY, does this contract vary from previous FY, etc.)

St. Pete Beach will be the lead on the project and initially pay the total cost. The City will invoice the County for up to \$2.1M. County representative will review progress and invoices. There appears to be sufficient budget FY15-FY17; however the agreement does not provide a timeframe or schedule for when the work is to be done. **Please question the timeframe of the project on the contract review.**

**Analyst:**  
Jackie Trainer

Ok to Sign: ☒

Completed  
4/21/15  
jt

### Instructions/Checklist

1. Upon receipt of a contract and notification in County Admin Tracking System (CATS) review the Agenda and Contract for language and accuracy. Make sure there are available funds, the dept is not overextending itself, was it planned, etc.
2. Complete the form above using the contract document and the County accounting & budgeting systems.
3. Use the "Description & Comments" section to give a brief summary of the contract and include your thoughts and pertinent information.
4. Print the form, initial, and leave folder on the Director's desk.
5. Login to CATS and click in the cell next to your name. A date will appear and click on the date you completed your review. Choose save and close the CATS system.

## Shisler, Katrina

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**From:** Trainer, Jacqueline  
**Sent:** Tuesday, April 21, 2015 1:04 PM  
**To:** Shisler, Katrina; Bay, Guillermo  
**Cc:** Hodgdon, Heather; Simpson, Dennis M; Jones, Jessica M; Becotte, Kevin; Fernandez, Ivan J; Celeste, Merry E  
**Subject:** RE: interlocal agreement - Pass A Grille, City of St. Pete Beach JPA (OPUS No. 001589A)  
**Attachments:** OMB Contract Review Comments.pdf; 001589A Pass A Grill Imp Budget Report 21Apr15.pdf

Yes, thank you Billy & Trina.

When I did the initial contract review, the new budget submittal was not yet entered. I have attached the current project budget that was submitted in March. Looks like it is ok according to your estimate and timeline. It is slightly under your estimate, but not a substantial difference.

### Jackie Trainer

Pinellas County Office of Management and Budget  
(727) 464-3605

[jtrainer@pinellascounty.org](mailto:jtrainer@pinellascounty.org)

*All government correspondence is subject to the public records law.*

**From:** Shisler, Katrina

**Sent:** Tuesday, April 21, 2015 12:49 PM

**To:** Bay, Guillermo; Trainer, Jacqueline

**Cc:** Hodgdon, Heather; Simpson, Dennis M; Jones, Jessica M; Becotte, Kevin; Fernandez, Ivan J; Celeste, Merry E

**Subject:** RE: interlocal agreement - Pass A Grille, City of St. Pete Beach JPA (OPUS No. 001589A)

Jackie,

Hopefully this answers your contract review questions. Please provide any revised B& E or Project Budget Detail reports. I'll submit the attached with the agenda packets if there are no revisions. Thanks Trina

Trina

Office of Engineering & Technical Support  
(727) 464-5316

[kshisler@pinellascounty.org](mailto:kshisler@pinellascounty.org)

*All government correspondence is subject to the public records law.*

**From:** Bay, Guillermo

**Sent:** Tuesday, April 21, 2015 12:03 PM

**To:** Trainer, Jacqueline

**Cc:** Hodgdon, Heather; Shisler, Katrina; Simpson, Dennis M; Jones, Jessica M; Becotte, Kevin; Fernandez, Ivan J

**Subject:** FW: interlocal agreement - Pass A Grille, City of St. Pete Beach JPA (OPUS No. 001589A)

Jackie,

According to Trina Shisler, that you needed to know the timeline for the Pass A Grille, City of St. Pete Beach JPA (**OPUS No. 001589A**). The City will go to bid this week (**I think by Thursday, April 23rd**) and the targeted award date will be on **May 26<sup>th</sup>**. They are planning to present this award and JPA to the City Commission on **May 28<sup>th</sup>**. The latest cost for this water relocation and improvements is about **\$2,475,000** (that's including contingencies). The City is targeting construction to start by **July 2015** and ends by **July 2016**.

Thanks for your help!

Sincerely,

**Guillermo "Billy" Bay, E.I.**

PW Engineering Supervisor

Engineering and Technical Support Division

Pinellas County Department of Environment & Infrastructure

Phone (727) 464-4220

[bbay@pinellascounty.org](mailto:bbay@pinellascounty.org)

*All government correspondence is subject to the public records law.*

**From:** Wayne Saunders [<mailto:wsaunders@stpetebeach.org>]

**Sent:** Thursday, April 16, 2015 9:01 AM

**To:** Bay, Guillermo

**Cc:** Ian Wade; John Kretzer

**Subject:** interlocal agreement

Billy, It was pleasure speaking with you yesterday. As a follow-up, I wanted to see if you were able to find out where we are with the agreement? As I mentioned, we are pushing some deadlines that we need to meet. Our schedule is to go to bid on the project next week with award on May 26<sup>th</sup>. I cannot award without having our agreement in place. My questions at this point are: Is the draft we submitted to you April 1 acceptable? How do we expeditiously handle a bid cost over the \$2.1M in the agreement if such should occur? When can this be placed on the County Commission agenda for approval keeping in mind we need approval prior to bid award on 5/28? Thank you for your assistance and do not hesitate to contact me with any questions.

Wayne Saunders, ICMA-CM

City Manager

City of St. Pete Beach, FL

(727) 363-9231

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

# **Pinellas County Capital Improvement Program Project Budget Detail Report**

April 21, 2015

Page 1 of 2

**Parameters:**    Project: 001589A Pass A Grill Improvements    Budget Type Code: Planning    Fund Type: All

		Current Year Estimate	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
<b>Function: Physical Environment</b>														
<b>Activity: Water Utility Services</b>														
<b>Project: 001589A    Pass A Grill Improvements</b>														
Fund: 4034	Water Renewal&Replacement	Center: 431471	Construction Management	Program: 2321	Water									
020.62	Des Wtr Distr	80,000	80,000	160,000	0	0	0	0	0	0	0	0	0	320,000
030.62	Const Wtr Distr	0	500,000	1,600,000	0	0	0	0	0	0	0	0	0	2,100,000
<b>Project Total for : Fund: 4034</b>			<i>Water Renewal&amp;Replacement</i>	<i>Center: 431471</i>	<i>Construction Management</i>	<i>Program: 2321</i>	<i>Water</i>							
			80,000	580,000	1,760,000	0	0	0	0	0	0	0	0	2,420,000
<b>Total for Project: 001589A</b>			<i>Pass A Grill Improvements</i>											
			80,000	580,000	1,760,000	0	0	0	0	0	0	0	0	2,420,000
<b>Funding Source:</b>														
Water Funds			80,000	580,000	1,760,000	0	0	0	0	0	0	0	0	2,420,000
<b>Funding Total:</b>			80,000	580,000	1,760,000	0	0	0	0	0	0	0	0	2,420,000

**Project Description:** Pass A Grill Improvements

**Project Classifications:**

CIE Elements	Water Supply Element
CIP Phase	Construction
Location	Countywide
Originating Department	DEI Utilities

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[illegible]



## **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 19<sup>TH</sup> AVENUE.**

### **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 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 19<sup>th</sup> 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 19<sup>th</sup> 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, 6<sup>th</sup> 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, City Mayor

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

ATTEST:

ATTEST: KEN BURKE, Clerk

By: \_\_\_\_\_  
Rebecca Hayes, City Clerk

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

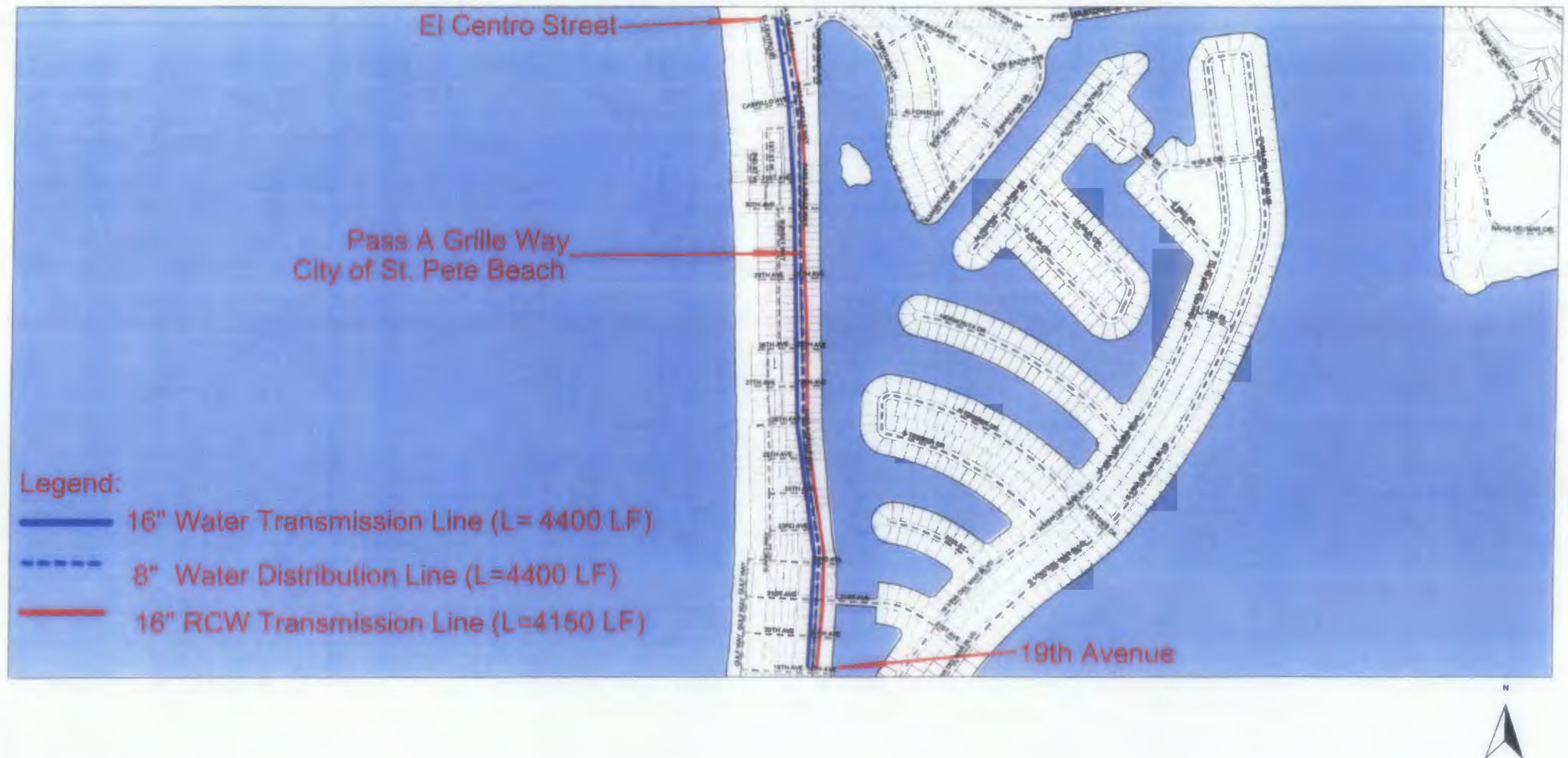
APPROVED AS TO FORM:

APPROVED AS TO FORM:

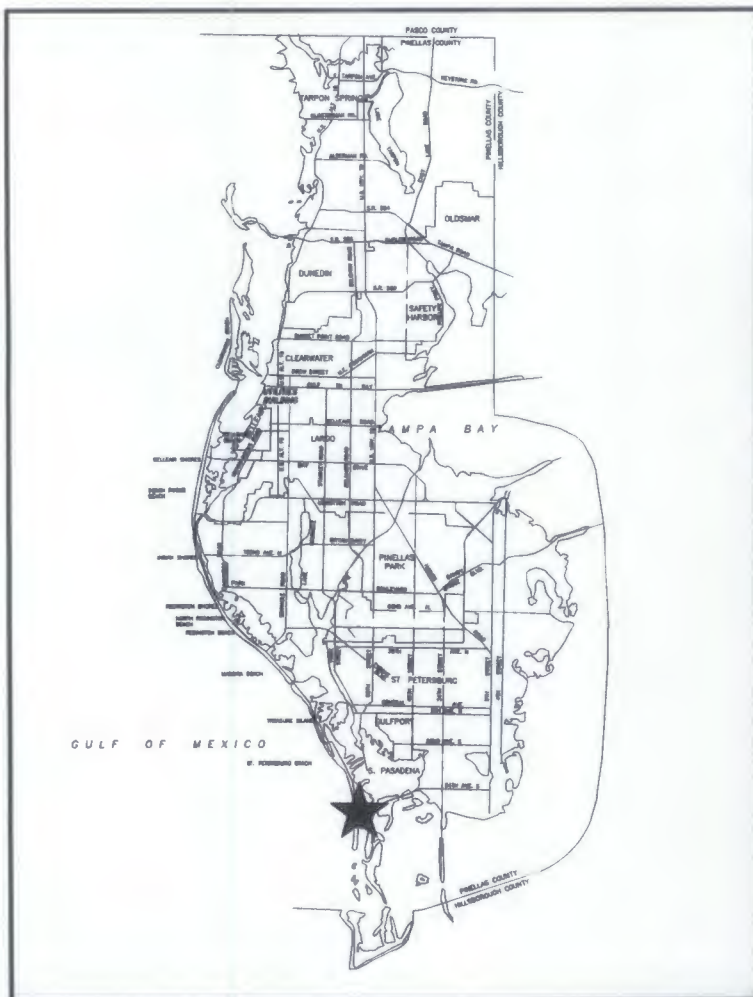
By: \_\_\_\_\_  
Office of City Attorney

By: *Josh A. Monney*  
Office of the County Attorney

# Exhibit A - Pass A Grille Way - Road and Drainage Improvements







# PASS A GRILLE WAY RD. AND DRAINAGE IMPROVEMENTS LOCATION MAP

