

## JOINT PROJECT AGREEMENT

**BETWEEN PINELLAS COUNTY AND THE CITY OF BELLEAIR BLUFFS FOR THE CONSTRUCTION AND RELOCATION OF PINELLAS COUNTY'S WATER DISTRIBUTION MAINS AND GRAVITY SEWER MAINS IN CONJUNCTION WITH THE CITY OF BELLEAIR BLUFFS' ROAD CONSTRUCTION AND DRAINAGE SYSTEM IMPROVEMENTS ALONG MARLIN DRIVE FROM SOUTHWIND DRIVE TO BELMAR DRIVE.**

### SECTION 1 INTENT OF AGREEMENT

This AGREEMENT, made and entered into this 25 day of January 2022, ~~2021~~, 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 BELLEAIR BLUFFS, FLORIDA**, a municipal corporation within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively "PARTIES".

WITNESSETH that:

WHEREAS, the CITY desires to construct road and drainage system improvements along Marlin Drive from Belmar drive to Southwind Drive.

WHEREAS, the COUNTY owns the existing water distribution mains and gravity sewer mains along Marlin Drive, Southwind Drive, Belmar Drive, Pine Tree Lane and sections of Dolphin Drive from Southwind Drive to Belmar Drive that will require replacement and installation of lining, due to conflict with the CITY's proposed road and drainage system improvements and deteriorating condition, generally described in Exhibit A, herein referred to as the "COUNTY UTILITY WORK"; 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 COUNTY UTILITY WORK shall include the following:

The replacement of approximately 500 linear feet of six (6) inch water distribution mains, approximately 500 linear feet of eight (8) inch gravity sewer main, installation of approximately 3,300 linear feet of gravity sewer lining, water services, meters, sewer services, fire hydrants, removal or abandonment of existing water pipelines and appurtenances found to be in conflict with the CITY'S proposed road and drainage system improvements along Marlin Drive from Southwind Drive to Belmar Drive. Additionally, fire

hydrant assemblies will be installed within the project limits generally delineated in Exhibit A, but more accurately presented in the Construction Plans entitled, "City of Belleair Bluffs Marlin Drive Roadway Improvements Project No. 004572A Pinellas County Utility Improvements".

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

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

Upon acceptance and approval of the construction plans and specifications by all PARTIES, the CITY shall competitively bid the PROJECT. Bids received by the CITY will be reviewed and a recommendation of award will be sent to the CITY and COUNTY for review and approval.

Upon completion of the COUNTY UTILITY WORK, the CITY shall ensure that any warranty, including materials, equipment, workmanship and closeout documents, by the contractor constructing the COUNTY UTILITY WORK, 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 sanitary sewer main, potable water lines, meters, fire hydrants, appurtenances and service connections relocation construction drawings, specifications, quantity list, and cost estimate suitable to construct the COUNTY UTILITY WORK.

The COUNTY will provide a representative to attend construction meetings and inspect the construction of the COUNTY UTILITY WORK 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 of the COUNTY UTILITY WORK.

When construction of the COUNTY UTILITY WORK is completed, the COUNTY shall own, operate, and maintain the upgrades to their sanitary sewer and potable water systems and shall continue to operate these systems.

### **SECTION 5 FUNDING AND INVOICING**

The COUNTY will pay one hundred percent (100%) of the total cost for construction, relocation and related construction incidental to the COUNTY UTILITY WORK provided



that this payment obligation is subject to and shall not exceed the maximum of Five Hundred Thousand Dollars (\$500,000.00).

The COUNTY will pay an additional ten percent (10%) of the total cost of construction and relocation of COUNTY potable water utilities which shall not exceed Fifty Thousand Dollars (\$50,000.00). This amount will pay for miscellaneous administrative fees, mobilization and maintenance of traffic related to the COUNTY UTILITY WORK.

The CITY shall initially pay the total construction cost for the COUNTY UTILITY WORK. The CITY will invoice the COUNTY for the costs of the COUNTY UTILITY WORK, not to exceed Five Hundred Fifty Thousand Dollars (\$550,000.00) upon approval of the COUNTY Project Manager. The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects.

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.

## **SECTION 6 BONDS, INSURANCE AND INDEMNIFICATION**

The COUNTY shall be responsible for the costs attributed to compliance with the following conditions as part of the COUNTY UTILITY WORK, subject to the total not-to-exceed figure established in Section 5. The CITY will require the construction contractor to comply with the following conditions.

- A. Indemnify, hold harmless, pay the costs of defense on behalf of and defend the COUNTY and its agents and employees and the CITY and its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the Project or the COUNTY UTILITY WORK; and
- B. Provide a dual obligee bond in the full amount of the COUNTY UTILITY WORK, naming the COUNTY and the CITY as obligees; and
- C. Provide insurance coverage requiring the CITY's construction contractor name the COUNTY and the CITY as additional insured entities and certificate holders.

## **SECTION 7 ACCOUNTING RECORDS**

Records of expenses pertaining to all construction services performed by the CITY's approved contractor related to the COUNTY UTILITY WORK, shall be kept in accordance with generally recognized accounting principles and procedures.

## **SECTION 8 EFFECTIVE DATE**

This Agreement shall take effect immediately upon filing with the Clerk of the Circuit Court

in Pinellas County in accordance with Florida Statutes, Section 163.01(11), and shall continue in full force and affect until the CITY provides to the COUNTY mutually agreeable documentation which substantiates that this Agreement has been fully performed and COUNTY has paid all invoices under Section 5.

## **SECTION 9 TERMINATION**

Upon written notice, this Agreement may be terminated by any of the parties in the event of substantial failure of another party to fulfill its obligation under this Agreement through no fault of the terminating party. 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 10 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. Pinellas County Utilities Engineering 14 S. Ft. Harrison Avenue, 6 <sup>th</sup> Floor Clearwater, FL 33756
Project Manager for the CITY:	Russ Schmader, Public Works Supervisor City of Belleair Bluffs 2747 Sunset Boulevard Belleair Bluffs, FL 33770
Engineer of Record for the CITY:	William Reidy, P. E., Principal Advanced Engineering & Design, Inc. 3931 68th Avenue Pinellas Park, FL 33781

## **SECTION 11 ENTIRE AGREEMENT**

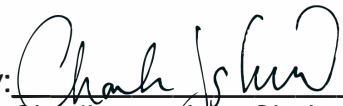
This document, along with Exhibit A, shall constitute the entire agreement between the PARTIES for the construction of the COUNTY UTILITY WORK. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or Agreements, whether written or verbal, between the PARTIES. This Agreement may be modified only by written instrument signed by both 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 BELLEAIR BLUFFS,  
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:   
Debra S. Sullivan, City Administrator


By:   
Charlie Justice, Chairman


ATTEST:

By:   
Alexis A. Silcox, City Clerk



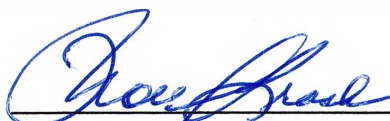
ATTEST: Ken Burke, Clerk of the Court


By:   
County Clerk  
(Seal)



REVIEWED AND APPROVED:

APPROVED AS TO FORM

By:   
Thomas J. Trask, City Attorney

By:   
Office of the County Attorney