

JOINT PROJECT AGREEMENT

BETWEEN PINELLAS COUNTY AND THE CITY OF LARGO FOR CONSTRUCTION SERVICES FOR THE RELOCATION AND REPLACEMENT OF PINELLAS COUNTY UTILITIES WATER LINES MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED CITY OF LARGO ROADWAY AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG VALENCIA DRIVE NORTH, SOUTH, WEST AND EAST.

SECTION 1 INTENT OF AGREEMENT

This AGREEMENT, made and entered into this 21 day of March, 2023 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 LARGO, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, 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 roadway and drainage system improvements along Valencia Drive; and

WHEREAS, the COUNTY owns and operates potable water lines, fire hydrants, service lines, connections, water meters and appurtenances that require relocation and replacement along Valencia Drive North, South, West and East, as described in Exhibit A, herein referred to as "COUNTY UTILITY WORK"; and

WHEREAS, the COUNTY and the CITY have determined that it would be to the best interest of the general public and to the economic advantage of both PARTIES to enter into this AGREEMENT for the COUNTY UTILITY WORK to be accomplished by the CITY's contractor.

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES hereby mutually agree as follows:

SECTION 2 SCOPE OF CONSTRUCTION SERVICES

As part of the CITY's Valencia Drive roadway and drainage improvements, the existing watermain owned by the COUNTY is directly in conflict with the proposed roadway and drainage improvements and will be replaced or realigned to accommodate the proposed project improvements. The existing mains are composed of 2-inch through 6-inch watermains with some being old galvanized pipe and cast-iron pipes. The new replacement mains will be 6-inch PVC or 8-inch high-density polyethylene (HDPE) pipe by approximately 1,850 linear feet.

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

The COUNTY has hired the services of a consultant to design the COUNTY UTILITY WORK as part of the CITY's Valencia Drive's roadway and drainage improvement project (the "PROJECT"). Upon acceptance and approval of the construction plans and specifications by all Parties, the CITY shall hire a private contractor to construct the COUNTY UTILITY WORK.

The COUNTY shall reimburse the CITY for the cost of the construction of the COUNTY UTILITY WORK as set forth in Section 5 below. The CITY shall not be obligated to provide work by its private contractor for the COUNTY UTILITY WORK that exceeds One Million One Hundred Thousand Dollars (\$1,100,000.00) for the cost of said work. Should the amount specified be exceeded, an amendment to the AGREEMENT will be required. This AGREEMENT may not be amended or modified except in writing, executed by the PARTIES.

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 COUNTY UTILITY WORK, the CITY shall ensure that any warranties, 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 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 the COUNTY UTILITY WORK.

The COUNTY will also install new fire hydrants for public safety, a new service line to improve water quality and new automated electronic water meters to improve data gathering.

**SECTION 5
FUNDING AND INVOICING**

The COUNTY will pay 100% of the total cost of construction and relocation of the COUNTY UTILITY WORK along Valencia Drive North, South, West and East, which shall not exceed One Million Dollars (\$1,000,000.00).

The COUNTY will pay an additional ten percent (10%) of the total cost of construction services. The amount shall not exceed One Hundred Thousand Dollars (\$100,000.00) and will cover mobilization, maintenance of traffic and miscellaneous administrative fees of 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 construction costs of the COUNTY UTILITY WORK, not to exceed One Million One Hundred Thousand Dollars (\$1,100,000.00), upon approval of the COUNTY Project Manager.

During construction management, the CITY shall process invoices from the CITY's engineering consultant and construction contractor and submit copies to the COUNTY along with progress reports and request for payment.

The COUNTY shall make all payments to the CITY in accordance with the Florida Prompt Payment Act.

**SECTION 6
BONDS, INSURANCE AND INDEMNIFICATION**

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

- 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;
- B. Provide a dual obligee bond in the full amount of the PROJECT, naming the COUNTY and the CITY as obligees; and
- C. Provide insurance coverage requiring the CITY's 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 PROJECT, 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 th Floor Clearwater, FL 33756
Project Manager for the CITY:	Megan Dion, P.E. City of Largo Engineering Services Department 201 Highland Ave. N.E. Largo, FL 33779
Engineer of Record for the CITY:	Megan Dion, P.E. City of Largo Engineering Services Department 201 Highland Ave. N.E. Largo, FL 33779

Each of the PARTIES may designate a replacement Project Manager or Engineer of Record by giving written notice of such designation, and the telephone number, e-mail address, and mailing address to the other party in accordance with this AGREEMENT.

**SECTION 11
ENTIRE AGREEMENT**

This document, along with Exhibit A, shall constitute the entire agreement between the PARTIES regarding 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 amended 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 LARGO,
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: 
Henry Schubert

By: _____
Janet Long, Chair

Title: City Manager

ATTEST:

ATTEST: Ken Burke, Clerk

By: 
Diane Bruner, City Clerk

By: _____
Deputy Clerk

Date: 3/21/22

Date: _____

REVIEWED AND APPROVED:

APPROVED AS TO FORM

By: 
Alan S. Zimmet, City Attorney


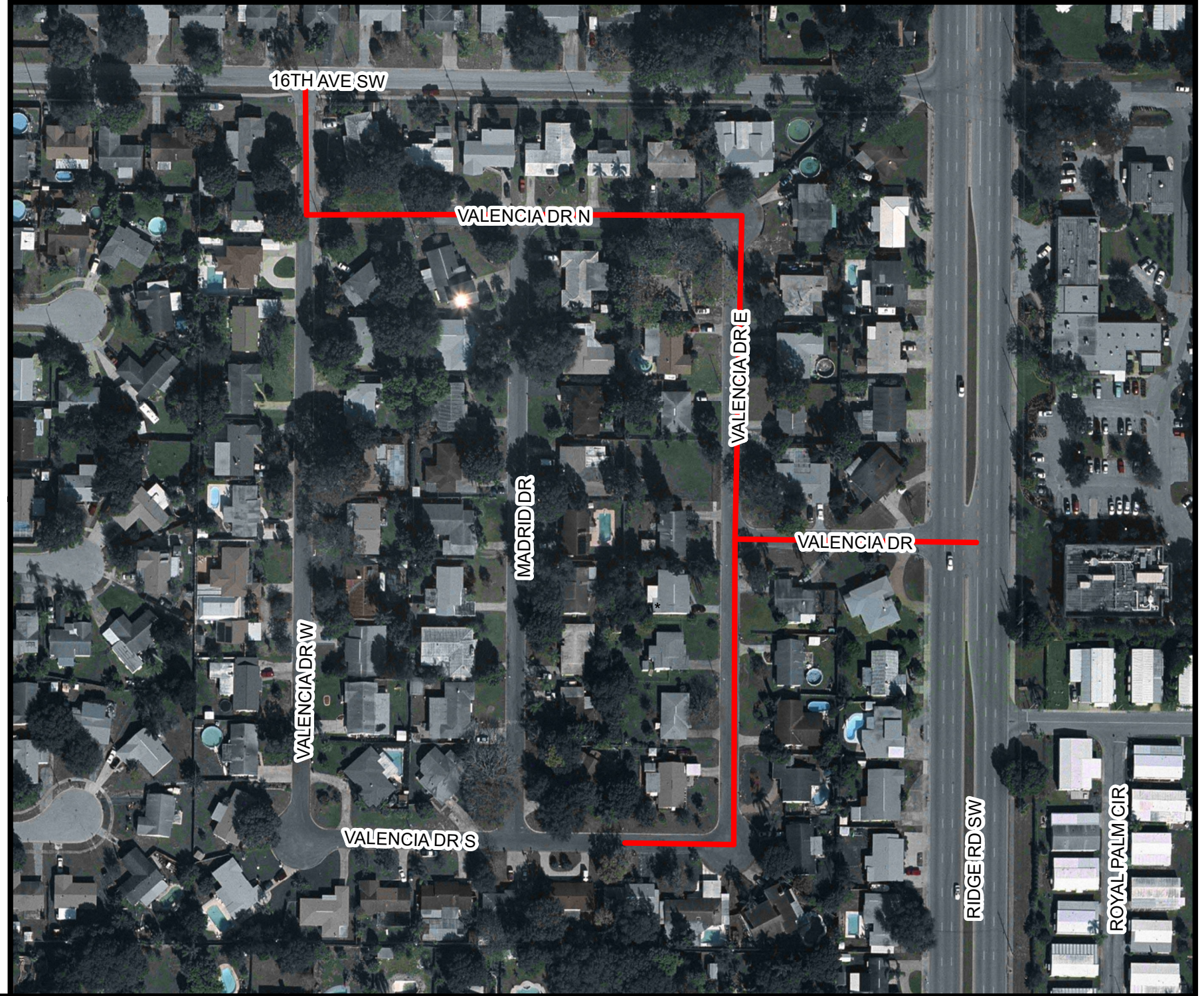
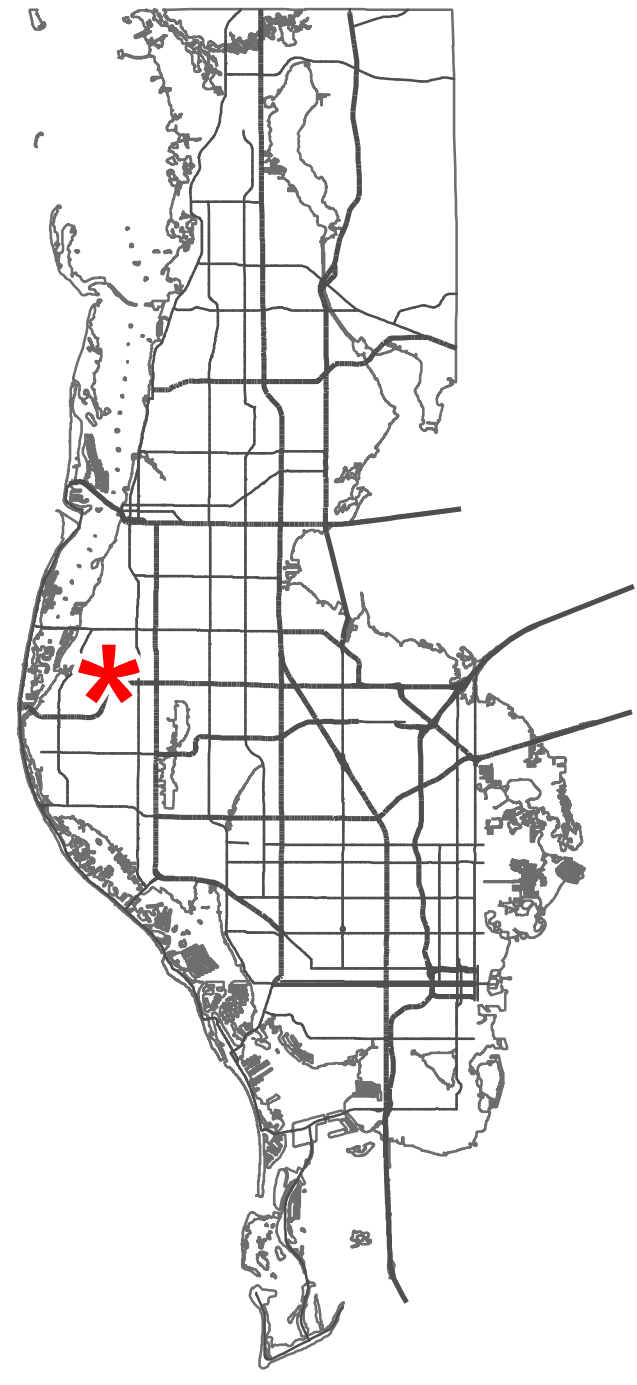
By: 
Office of the County Attorney

Exhibit A -Valencia Dr Water Main Relocaton. City of Largo JPA Valencia Dr Project Limits (Exhibit A)

Document Path: S:\Shared\Engineering_ProjData\GIS\Intake Map Request\New folder\Misc\Data\Exhibits\Exhibit A -Valencia Dr.mxd



Designed by:
Drawn by:
Approved by:

00.0075015 0.03 0.045 0.06
Miles

Pinellas County Utilities GIS Disclaimer
The information being provided is made available as a public service. Maps and data are to be used for reference purposes only. The data contained on the Pinellas County Utilities Department (PCU) Geographic Information System is subject to constant change. PCU, its agents, consultants, contractors and employees provide this information AS IS without warranty of any kind implied or expressed, including the implied warranties and merchantability and fitness for a particular purpose, as to the information being accurate or complete.

Map information is believed to be accurate but accuracy is not guaranteed. With knowledge of the foregoing, by proceeding to use PCU's GIS data, each user agrees to waive, release and indemnify PCU, its agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages or injury or property arising from the use or inability to use the PCU's GIS. The GIS information is not a replacement for locating buried utilities by contacting Sunshine 811, performing field location and Surface Utilities Engineering (SUE).