

JOINT PROJECT AGREEMENT

BETWEEN PINELLAS COUNTY AND THE CITY OF LARGO FOR ENGINEERING DESIGN AND POST DESIGN SERVICES FOR THE RELOCATION AND REPLACEMENT OF PINELLAS COUNTY UTILITIES WATER LINES MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG ROSERY ROAD FROM THE PINELLAS TRAIL TO MISSOURI AVENUE.

SECTION 1 INTENT OF AGREEMENT

This AGREEMENT, made and entered into this 30 day of May, 2019, 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 Rosery Road; and

WHEREAS, the COUNTY owns and operates potable water lines, service connections, fire hydrants and operates and maintains reclaimed water lines that require relocation and replacement along Rosery Road, from the Pinellas Trail to Missouri Avenue, as described in Exhibits A and B,

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 ENGINEERING DESIGN AND POST DESIGN SERVICES

The CITY's engineering consultant shall design and submit the 60%, 90% and 100% signed and sealed relocation and replacement plans of the COUNTY's potable water lines, fire hydrants, service lines, connections, water meters and appurtenances, found to be in conflict with the proposed roadway and drainage system improvements, along Rosery Road from the Pinellas Trail to Missouri Avenue, hereinafter referred to as "COUNTY UTILITY WORK".

The CITY's engineering consultant shall be responsible for all Permit Applications (Florida Department of Transportation, Florida Department of Environmental Protection, CSX Transportation, Inc., Department of Health, etc.), including coordination and responses to permit inquiries and requests for clarifications.

The CITY's engineering consultant shall attend and participate in the project review and construction meetings with the contractor, COUNTY and CITY representatives.

The CITY's engineering consultant shall provide written technical interpretation of the drawings, specifications, and contract documents in response to bidder inquiries, requests for clarifications, change order request(s), and shall prepare written responses to the contractor or agencies' inquiries.

The CITY's engineering consultant shall review and approve shop drawing(s) for the specified approved COUNTY materials for the project, prepare responses to contractor Requests for Additional Information (RFAs), perform site visits, prepare permit clearances, sign and seal as-built record drawings and project close-out.

SECTION 3 SERVICES TO BE PROVIDED BY THE CITY

The CITY shall retain its engineering consultant to design the COUNTY UTILITY WORK as part of the CITY's roadway and drainage improvement plans and produce construction drawings, specifications, quantity list and cost estimate, in accordance with the scope of services set forth in Exhibit B.

Provided, however, the CITY shall not be obligated to provide services of its engineering consultant related to the COUNTY UTILITY WORK that exceeds \$157,179.75 for the cost of said services.

SECTION 4 SERVICES TO BE PROVIDED BY THE COUNTY

The COUNTY will produce potable water lines, fire hydrants, service lines, connections, appurtenances and water meter relocation construction drawings, specifications, quantity list, and cost estimate suitable to construct the COUNTY UTILITY WORK.

The COUNTY will pay the cost for the CITY's engineering consultant to design the COUNTY UTILITY WORK, not to exceed One Hundred Fifty-Seven Thousand One Hundred Seventy-Nine and 75/100 Dollars (\$157,179.75).

The COUNTY approves the Amendment to Contract to Furnish Professional Services to the City of Largo (the Amendment), Exhibit B, and acknowledges that the Amendment complies with the services to be provided by the CITY pursuant to Section 3 above and the requirements of Section 6.

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 pay any permit fees associated with the COUNTY UTILITY WORK.

When construction of the COUNTY UTILITY WORK is completed, the COUNTY shall own, operate, and maintain the up-grades to the potable water system.

SECTION 5 FUNDING AND INVOICING

The COUNTY will pay one hundred percent (100%) of the total cost of the CITY's engineering consultant's services pursuant to Exhibit B which shall not exceed One Hundred Forty-Nine Thousand Six Hundred Ninety-Five Dollars (\$149,695.00).

The COUNTY will pay an additional five percent (5%) of the total cost of engineering design and post design services for the COUNTY UTILITY WORK, which shall not exceed Seven Thousand Four Hundred Eighty-Four and 75/100 Dollars (\$7,484.75), that will cover miscellaneous administrative fees of the COUNTY UTILITY WORK.

The CITY shall initially pay the engineering design and construction management cost for the COUNTY UTILITY WORK. Provided, however, the CITY shall not be obligated to pay more than \$157,179.75 for the costs of engineering design and post design services for the COUNTY UTILITY WORK. The CITY will invoice the COUNTY for the costs of engineering design and post design services for the COUNTY UTILITY WORK which shall not exceed One Hundred Fifty-Seven Thousand One Hundred Seventy-Nine and 75/100 Dollars (\$157,179.75), 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 design and construction management, the CITY shall process invoices from the CITY's engineering consultant and submit copies to the COUNTY along with progress reports and requests for payment.

SECTION 6 INSURANCE AND INDEMNIFICATION

The CITY will require the successful engineering design consultant to indemnify the COUNTY and name the COUNTY as an additional insured on insurance policies for the portions of the project which are subject to this Agreement.

The CITY will require the engineering design consultant to acknowledge that the COUNTY is a third party beneficiary to the Agreement between the CITY and the design consultant.

The COUNTY shall be responsible for the costs attributed to said compliance with these conditions as part of the COUNTY UTILITY WORK.

**SECTION 7
ACCOUNTING RECORDS**

Records of expenses pertaining to all engineering services performed by the CITY's engineering consultant 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) (2018), 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:	Barry D. Westmark, P.E. City of Largo Engineering Services Department 201 Highland Ave. N.E. Largo, FL 33779
Engineer of Record for the CITY:	Peter Nikolov, P.E. Pennonni Associates Inc. 2555 Nursery Road, Suite 104 Clearwater, FL 33764

**SECTION 11
ENTIRE AGREEMENT**

This document, along with Exhibits A and B, shall constitute the entire agreement between the PARTIES. 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

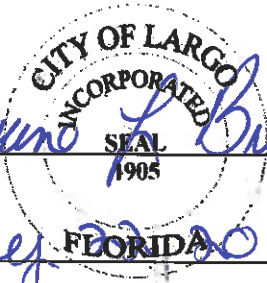
PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of
Florida, by and through its
County Administrator

By: Henry P. Schubert

By: Barry A. Burton
Barry A. Burton

Title: City Manager

ATTEST:



By: Alamo L. Bruner

WITNESS:

By: Joel Hugo

Date: May 22, 2019

Date: 6/5/19

REVIEWED AND APPROVED:

By: [Signature]
Alan Zimmet, City Attorney

APPROVED AS TO FORM:

By: [Signature]
Office of the County Attorney

ROSEY ROAD WATERMAIN RELOCATION/IMPROVEMENTS

EXHIBIT A



EXHIBIT B

AMENDMENT TO CONTRACT TO FURNISH PROFESSIONAL SERVICES TO THE CITY OF LARGO

This Amendment to Contract to Furnish Professional Services to the City of Largo (Amendment) amends the Contract to Furnish Professional services made on the 2nd day of May 2019 between the City of Largo (CITY) and Pennoni Associates Inc. (CONSULTANT), collectively the Parties.

Whereas, the Parties entered into the Contract to Furnish Professional Services (the Contract), and Scope of Services for Rosery Road Phase 1 Improvements (Project) ; and

Whereas, the Parties wish to amend the Contract and scope of services of Consultant on the Project to include services related to the relocation and replacement of a water main owned by Pinellas County;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AMENDMENT

This Amendment amends the Contract and scope of services for the Project, to add additional engineering services related to the County Utility Work, as defined below. It is not intended to and shall not amend the scope of services to be provided by CONSULTANT for the Rosery Road Phase 1 Improvements pursuant to Exhibit A to the Contract, except as to add the services to be provided by the CONSULTANT for the County Utility Work. Other than to add the services set forth in this Amendment for the County Utility Work, the Contract and scope of services for the Project shall remain in full force and effect.

This Amendment shall only become effective if Pinellas County approves and fully executes that certain Joint Project Agreement Between Pinellas County and the City of Largo for Engineering Design and Post Design Services for the Relocation and Replacement of Pinellas County Utilities Water Lines Maintained by Pinellas Count in Conjunction with the Proposed Roadway, Sidewalk and Drainage Construction Improvements along Rosery Road from the Pinellas Trail to Missouri Avenue and shall terminate upon Pinellas County's acceptance of the construction of the County Utility Work.

PROJECT DESCRIPTION

As part of the City of Largo's Rosery Road Phase I Roadway Improvements, the existing watermain owned by Pinellas County (COUNTY) will be replaced or realigned to

accommodate the proposed project improvements. The limits extend from the Pinellas Trail to Missouri Avenue (4,200 LF). In addition, there will be proposed storm improvements along 7th Street and 11th Avenue (800 LF) south of Rosery Road and along 11th Street to 13th Avenue (300 LF) to the north of Rosery Road.

The existing mains are composed of 2-inch through 10-inch watermains with some being old galvanized pipe and cast-iron pipes. The new replacement mains will be 2-inch to 10-inch PVC or high-density polyethylene (HDPE) in accordance with the Pinellas County Utilities Material Specification Manual latest revision. The work also includes addition of fire hydrants, water meter relocations, appurtenances and miscellaneous incidental construction. Replacement water mains will be installed by horizontal directional drill (HDD) or in open cut trench.

There will be a 16-inch carrier pipe jack and bore for the watermain crossing under the CSX railroad tracks.

CONSULTANT's scope of services under the Contract shall be amended to include engineering services for preliminary design, final design, permitting, bidding documents, bidding services, and general construction services with limited site visits (County Utility Work). Work not specifically identified in this scope of services is not included, all in accordance with the Joint Project Agreement between the CITY and COUNTY. If the COUNTY should require additional work, it can be completed as additional services with prior written approval of the Parties.

Scope of Services

Task 1 – Project Administration

- A. **Project Setup and Kickoff Meeting.** The CONSULTANT will develop project documents and filing systems for the County Utility Work for the Project that will include: project set-up; project schedule; project management plan; QA/QC plan; hard and electronic file systems; and sub-contract agreements. The CONSULTANT will attend a project kickoff meeting with COUNTY staff to introduce the project team members and their roles and responsibilities. During the meeting, the team will discuss the overall Project, project plans, COUNTY goals, preliminary design criteria, scope, schedule and budget for the County Utility Work. After the meeting, the CONSULTANT will prepare meeting minutes to document key meeting items and distribute a PDF to all attendees.
- B. **Status Reports and Administration.** The CONSULTANT will provide written monthly status reports of the progress of the County Utility Work to accompany monthly invoices for services performed for the County Utility Work.

Task 2 – Preliminary Services

- A. **Field Reconnaissance.** The CONSULTANT will conduct a site visit with the COUNTY of the Project location to review field conditions with an emphasis on

identifying which sides of the road are targeted for pipe alignment and subsequent topographic survey.

- B. **Subsurface Utility Engineering (SUE) Services.** CONSULTANT will provide SUE services to verify the location, type, and size of COUNTY underground utilities/pipelines at certain key locations targeted for trenchless pipe installation. Up to 10 SUE locations are included, which will be identified in the 60% design submittal.
- C. **Geotechnical Services.** The CONSULTANT will provide a geotechnical investigation that will consist of a total of two 10-foot deep soil borings at the proposed CSX jack and bore watermain crossing. A brief report will be prepared to present the results of the exploration. Borings locations will be shown in the report. One signed and sealed copy of the report and a PDF copy will be provided to the COUNTY. It will be signed and sealed by a Florida Professional Engineer in responsible charge of preparing the report.

Task 3 – Design Activities

- A. **60% Design Submittal.** The CONSULTANT will contact utility agencies/owners to request all information available on their existing utilities. The CONSULTANT will coordinate the proposed water mains with the existing utility locations.

The CONSULTANT will prepare and submit a 60% design submittal including Cover Sheet, Key Sheet, General Notes and Symbols/Legends, and plan and profile sheets. Plans will be 11x17 at 40 scale. CONSULTANT will prepare technical specifications including the appropriate sections in COUNTY format. 60% design submittal will also include anticipated COUNTY standard details. A construction cost estimate will be developed based upon the design and will include a 20% contingency. The design documents will be submitted to the COUNTY in electronic PDF format for review and comment, which will be provided by the COUNTY within two weeks of submittal.

The CONSULTANT will coordinate the design with the various utility agency owners for conflict resolutions.

After receiving COUNTY comments, the CONSULTANT will meet with the COUNTY to discuss the comments. After the meeting, the CONSULTANT will prepare minutes of the meeting to document the COUNTY'S comments and the agreed-upon changes. The minutes will be distributed to all attendees.

- B. **90% Design Submittal.** The CONSULTANT will prepare and submit a 90% design submittal including everything described in the 60% submittal while incorporating COUNTY comments, updated SUE and existing utility data, and other revised information. The 90% submittal will also include updated technical specifications and cost estimate (which will include a 15% contingency). The design documents will be submitted to the COUNTY in electronic PDF format for review and comment,

which will be provided by the COUNTY within two weeks of submittal.

Permit applications will be submitted with the 90% submittal.

The CONSULTANT will coordinate the design with the various utility agency owners for conflict resolutions.

After receiving COUNTY comments, the CONSULTANT will meet with the COUNTY to discuss the comments. After the meeting, the CONSULTANT will prepare minutes of the meeting to document the COUNTY'S comments and the agreed-upon changes. The minutes will be distributed to all attendees.

C. 100% Design Submittal. The CONSULTANT will prepare and submit a 100% design submittal incorporating COUNTY comments and those of permitting agencies for the County Utility Work. A construction cost estimate will be developed based upon the design and will include a 10% contingency. The CONSULTANT will meet with the COUNTY to discuss the final submittal. The documents will be suitable to obtain a bid from the City's Construction Manager at Risk (Construction Manager) for the construction of the County Utility Work. Final plans will include the following deliverables:

- 3 sets of 24x36 plans, signed and sealed
- 2 sets of 11x17 plans, signed and sealed
- 2 sets of signed and sealed technical specifications
- 1 set of plans in PDF format and AutoCAD Civil 3D format on flash drive
- Final cost estimate

Task 4 – Permitting

- A. Meetings/Coordination with Agencies: The CONSULTANT will coordinate via conference call and/or attend pre-application meetings with each permitting agency to discuss the permitting requirements for the County Utility Work.
- B. CSX - The CONSULTANT will prepare and submit a CSX Jack and Bore Permit for the watermain under the CSX railroad tracks. It is anticipated a 16-inch carrier pipe will be used for the Jack and Bore. The permit application fee will be paid by the COUNTY.
- C. FDEP/DOH – The CONSULTANT will prepare and submit a General Permit application for the Florida Department of Environmental Protection for potable watermain extensions for the County Utility Work. The permit application fee will be paid by the COUNTY.
- D. FDOT – The CONSULTANT will prepare and submit a Florida Department of Transportation Utility Permit application for the portions of the County Utility Work to be installed in Missouri Avenue right-of-way. There is no fee for this permit application.

- E. Permit Comment Responses: The CONSULTANT will prepare and submit permit related comment responses to the permitting agencies related to the County Utility Work.

Task 5 – Bidding Services

- A. The CONSULTANT will attend and participate in the budget review meeting with the Construction Manager. CONSULTANT will provide written technical interpretation of the drawings, specifications, and contract documents for the County Utility Work in response to bidder inquiries and requests for clarifications. CONSULTANT will prepare written responses.
- B. The CONSULTANT will assist the COUNTY in reviewing the bid prepared by the Construction Manager.

Task 6 – Construction Support Services

- A. Preconstruction Meeting. The CONSULTANT will attend one preconstruction conference with the Construction Manager and COUNTY staff to review County Utility Work requirements, coordination, communication protocol, and scheduling.
- B. Shop Drawing Reviews. CONSULTANT will provide shop drawing review and approval for the specified materials for the County Utility Work.
- C. Requests for Information (RFIs). The CONSULTANT will respond to Contractor RFIs related to the County Utility Work as appropriate and coordinate with the County before any final decisions are made.
- D. Site Visits. The CONSULTANT will attend two (2) site visits to observe the County Utility Work during the construction period.
- E. Substantial and Final Completion. The CONSULTANT will attend two (2) walkthrough field meetings for the Substantial and Final Completion of the County Utility Work.
- F. Record Drawings. CONSULTANT will prepare Record Drawings of the improvements for the County Utility Work based upon observations and Contractor marked-up as-built drawings, reviewed by the COUNTY'S designated representative, and surveyed by a Florida Licensed Professional Surveyor. The CONSULTANT will provide one 24x36 paper set of the Record Drawings and AutoCAD files in electronic format.
- G. Project Certifications and Closeout. The CONSULTANT will prepare and submit the certification of the County Utility Work to the permit agencies.

PERFORMANCE SCHEDULE

The design and construction documents for the County Utility Work will be submitted in

accordance with the following schedule.

Milestone	Submittal Schedule
60% Design	60 calendar days after NTP
COUNTY review of 60% Submittal	74 calendar days after NTP
90% Design	104 calendar days after NTP
COUNTY review of 90% Submittal	118 calendar days after NTP
Permit Applications	125 calendar days after NTP
100% Design	150 calendar days after NTP
Bidding Services	Concurrent with City's CM Contractor
Construction Services	Concurrent with construction schedule, Active construction time for completion estimated at 240 calendar days

COMPENSATION TO THE CONSULTANT

CONSULTANT will be compensated on lump sum by task basis for a total amount of one hundred forty-nine thousand six hundred ninety five (\$149,695).

Task	Fee for Task
Project Administration	\$6,210
Preliminary Services	\$26,690
Design Activities	\$81,595
Permitting	\$16,140
Bidding Services	\$3,060
Construction Support Services	\$16,000
Total	\$149,695.00

Miscellaneous

1. The services to be provided by CONSULTANT pursuant to this Amendment shall be governed by and performed in accordance with the Contract. CONSULTANT has reviewed the Joint Project Agreement between the CITY and the COUNTY and agrees to perform the County Utility Work in accordance with the Joint Project Agreement. The COUNTY shall be a third party beneficiary of the Contract to the extent the CONSULTANT performs the County Utility Work pursuant to this Amendment.
2. CONSULTANT agrees that it will indemnify and hold harmless the COUNTY pursuant to Article 6A of the Contract.
3. CONSULTANT shall maintain the types and amounts of insurance set forth in Article 7A of the Contract providing coverage for the COUNTY, and shall provide

a certificate of insurance in accordance with Article 7A to the COUNTY showing proof that CONSULTANT maintains the types and amounts of insurance coverage required by Article 6C covering or protecting the COUNTY.

- CONSULTANT understands and acknowledges that the individual executing this Amendment on behalf of CONSULTANT has full authority to do so thereby binding the CONSULTANT to all terms and conditions herein contained. BY EXECUTING THIS AMENDMENT, CONSULTANT AND THE INDIVIDUAL EXECUTING THIS AMENDMENT ON CONSULTANT'S BEHALF AFFIRM AND REPRESENT THAT THEY HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND THAT THEY HAVE HAD THE FULL OPPORTUNITY TO HAVE THIS AMENDMENT REVIEWED BY AND FOR THEM TO CONSULT WITH COUNSEL OF THEIR CHOICE.

IN WITNESS WHEREOF, the Parties have made and executed this Amendment to Contract to Furnish Professional Services to the City of Largo on the day and date first above written:

CITY OF LARGO, FLORIDA

PENNONI ASSOCIATES INC.



Henry P. Schubert, City Manager



Name: E. Peter Nikolov, PE

Title: Project Manager

Reviewed and Approved:



Alan S. Zimmer, City Attorney

Witness:



Witness #1 Signature

Reviewed by: 
Mary Bossonne, Risk Manager



Witness #1 Name

Attest:


Diane Bruner, City Clerk



Witness #2 Signature



Witness #2 Name

