

JOINT PROJECT AGREEMENT

BETWEEN PINELLAS COUNTY AND THE CITY OF MADEIRA BEACH FOR CONSTRUCTION SERVICES FOR THE RELOCATION AND REPLACEMENT OF PINELLAS COUNTY WATER MAINS, SEWER GRAVITY MAINS, FORCEMAINS AND RECLAIMED WATER MAINS OWNED AND MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED CITY OF MADEIRA BEACH ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS FOR CRYSTAL ISLAND ALONG CRYSTAL DRIVE, LILLIAN DRIVE, FLAMINGO DRIVE AND JOHN PASS AVENUE.

SECTION 1 INTENT OF AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 2020, 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 MADEIRA BEACH, 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 Crystal Island Roadway; and

WHEREAS, the COUNTY owns and operates potable water mains, fire hydrants, service lines, connections, water meters, gravity sewer mains, lateral services, force mains, reclaimed water mains, reclaimed water services, manholes, gate valves and miscellaneous utility appurtenances that require relocation and replacement along Crystal Drive, Lillian Drive, Flamingo Drive and John Pass Avenue, as described in Exhibit A; herein referred to as "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 relocation of potable water mains, fire hydrants, service lines, connections, water meters, gravity sewer mains, lateral services, force mains, reclaimed water mains, reclaimed water services, manholes, gate valves and miscellaneous utility appurtenances that require relocation and replacement along Crystal Drive, Lillian Drive, Flamingo Drive and John Pass Avenue. Construction and relocation of the potable water distribution lines includes approximately 1,500 linear feet of potable water distribution lines ranging from 6-inch through 8-inch water mains, more than 3,000 linear feet of 8-inch force main, several hundred feet of 8" sewer gravity main, all the

fire hydrants, 274 water service lines, several lateral service lines, reclaimed water service lines, connections, water meters, meter boxes, manhole adjustments, valve adjustments and numerous utility offsets for water, sewer and reclaimed water mains along Crystal Drive, Lillian Drive, Flamingo Drive and John Pass 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 its Crystal Island roadway and drainage improvement plans and produce construction drawings, specifications, quantity list and cost estimate.

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 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.

Upon completion of the entire 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 potable water mains sewer mains, reclaimed water mains, service connections, sewer laterals, fire hydrants, manholes and appurtenances 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 up-grades to the COUNTY UTILITY WORK.

**SECTION 5
FUNDING AND INVOICING**

The COUNTY will pay one hundred percent (100%) of the total cost of construction, relocation and offsets of the COUNTY UTILITY WORK within Crystal Drive, Lillian Drive, Flamingo Drive and John Pass Avenue, which shall not exceed Two Million Two Hundred and Thirty Thousand Dollars (\$2,230,000.00).

The COUNTY will additionally pay ten percent (10%) of the total cost of construction services which shall not exceed Two Hundred Twenty-Three Thousand Dollars (\$223,000.00) that will cover for 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 costs of the COUNTY UTILITY WORK, not to exceed Two Million Four Hundred Fifty-Three Thousand Dollars (\$2,453,000.00) 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 construction contractor and submit a copy to the COUNTY along with progress reports and requests for payment.

**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; 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) (2019), 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.
Utilities Engineering
14 S. Ft. Harrison Avenue, 6th Floor
Clearwater, FL 33756

Project Manager for the CITY: Jamie Ahrens, P.E.
Public Works Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL. 33708

Engineer of Record for the CITY: Albert Carrier, P.E.
Principal
Deuel & Associates
Civil Engineers, Land Surveyors
565 S. Hercules Avenue
Clearwater, FL 33764

**SECTION 11
ENTIRE AGREEMENT**

This document, along with Exhibit A, shall constitute the entire agreement between the PARTIES with regard to 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 MADEIRA 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: _____
Robert J. Daniels, City Manager

By: _____
Pat Girard, Chairman

ATTEST:

ATTEST: Ken Burke, Clerk

By: _____
Clara VanBlargan, MMC, MSM, City Clerk

By: _____
County Clerk
(Seal)

Date: _____

Date: _____

REVIEWED AND APPROVED:

APPROVED AS TO FORM:

By: _____
Ralf Brookes, City Attorney

By: _____
Office of the County Attorney