

## JOINT PROJECT AGREEMENT

### BETWEEN PINELLAS COUNTY AND THE CITY OF BELLEAIR BLUFFS FOR THE CONSTRUCTION AND RELOCATION OF WATER DISTRIBUTION MAINS AND GRAVITY SEWER MAINS IN CONJUNCTION WITH THE ROAD CONSTRUCTION AND DRAINAGE SYSTEM IMPROVEMENTS ALONG DOLPHIN DRIVE, FROM MEHLENBACHER ROAD TO SOUTH WINDS DRIVE.

#### 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 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 Dolphin Drive from Mehlenbacher Road to South Winds Drive.

WHEREAS, the COUNTY owns the existing water distribution mains and gravity sewer mains along Dolphin Drive from Mehlenbacher Road to South Winds Drive that will require removal due to conflict with the CITY's proposed road and drainage system improvements as 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 600 linear feet of 6-inch water distribution mains, approximately 100 linear feet of 8-inch gravity sewer main, water services, meters, sewer services, fire hydrants, removal or grouting of the abandoned water pipelines, and appurtenances found to be in conflict with the proposed road and drainage system improvements along Dolphin Drive from Mehlenbacher Road to South Winds Drive.

**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 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 contract Keystone Excavators, Inc. 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 lines, reclaimed water lines, 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 up-grades to the COUNTY UTILITY WORK.

**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 along Dolphin Drive from Mehlenbacher Road to South Winds Drive, provided that this payment obligation is subject to and shall not exceed the maximum of Two Hundred and Sixty Thousand Dollars (\$260,000.00).

The COUNTY will additionally pay ten percent (10%) of the total cost of construction and relocation of COUNTY potable water utilities which shall not exceed Twenty-Six Thousand Dollars (\$26,000.00) that will cover for 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 Hundred Eighty-Six Thousand Dollars (\$286,000.00) 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.<br>Pinellas County Utilities Engineering<br>14 S. Ft. Harrison Avenue, 6 <sup>th</sup> Floor<br>Clearwater, FL 33756 |
| Project Manager for the CITY:    | Russ Schmader, Public Works Project Manager<br>City of Belleair Bluffs<br>2747 Sunset Boulevard<br>Belleair Bluffs, FL 33770                |
| Engineer of Record for the CITY: | William Reidy, P. E., Principal<br>Advanced Engineering & Design, Inc.<br>3931 68th Avenue<br>Pinellas Park, FL 33781                       |

**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 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: \_\_\_\_\_  
Chris Arbutine, Sr., Mayor

By: \_\_\_\_\_  
Pat Girard, Chairman

ATTEST:

ATTEST: Ken Burke, Clerk of the Court

By: \_\_\_\_\_  
Alexis A. Silcox , City Clerk

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

REVIEWED AND APPROVED:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Thomas J. Trask, City Attorney

By: \_\_\_\_\_  
Office of the County Attorney