

## 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, 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 22<sup>ND</sup> day of OCTOBER, 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, fire hydrants, service lines, connections, water meters and appurtenances that require relocation and replacement along Rosery Road, from the Pinellas Trail to Missouri 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 relocation of 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. Construction and relocation of the potable water distribution lines includes approximately 6,000 linear feet of potable water distribution lines ranging from 2-inch through 10-inch water mains, and all the fire hydrants, service lines, connections, water meters and appurtenances along Rosery Road from the Pinellas Trail to Missouri Avenue.

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

Pursuant to a Joint Participation Agreement between the CITY and the COUNTY entered into on the 30th day of May, 2019, the CITY's engineering consultant is designing the COUNTY UTILITY WORK as part of the CITY's Rosery Road 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 \$1,650,000.00 for the cost of said work.

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 up-grades to the COUNTY UTILITY WORK.

## **SECTION 5 FUNDING AND INVOICING**

The COUNTY will pay 100% of the total cost of construction and relocation of the COUNTY UTILITY WORK along Rosery Road, which shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00).

The COUNTY will pay an additional ten percent (10%) of the total cost of construction services which shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00), that 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, Six Hundred Fifty Thousand Dollars (\$1,650,000.00), 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 design and 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.

## **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 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 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) (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 <sup>th</sup> 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. Pennoni Associates Inc. 2555 Nursery Road, Suite 104 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 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  
Henry Schubert

By: Karen Williams Seel  
Karen Williams Seel, Chairman

Title: City Manager

ATTEST:

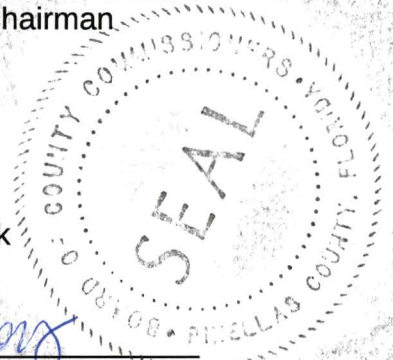
By: Diane Bruner  
Diane Bruner, City Clerk

Date: October 2, 2019

ATTEST: Ken Burke, Clerk

By: Robert J. Long  
Deputy Clerk

Date: 10-22-2019



REVIEWED AND APPROVED:

By: Alan Zimmet  
Alan Zimmet, City Attorney

APPROVED AS TO FORM:

By: Office of the County Attorney

