



CITY HALL - P.O.Box 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

City Attorney's Office  
Lauren C. Rubenstein  
James W. Denhardt  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

March 28, 2023

Mr. Kyle Arrison  
Construction Services Director  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #23-063**  
**Joint Project Agreement with Pinellas County**

Dear Mr. Arrison:

Our office has received and reviewed the above-referenced Joint Project Agreement with Pinellas County. Please note as follows:

1. In the first paragraph of Section 1 of the Agreement, please update the reference from City Commission to City Council.
2. In the first sentence under Section 2 of the Agreement, please remove the quotation marks before the words CITY UTILITY WORK.
3. Under Section 3 of the Agreement, the last paragraph provides that the County shall ensure that any warranty, including materials, equipment, workmanship, and closeout documents, by the Contractor constructing the PROJECT, 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. I believe, based on my reading of this Agreement and the fact that the County will be awarding the bid and managing the construction of both the County utility work and the City utility work (with the City ultimately reimbursing the County for the City's utility work) that the sentence should be revised so that the County ensures that any warranty, including materials, equipment, workmanship, and closeout documents, by the Contractor

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constructing the PROJECT, is passed on to the CITY under the same terms and conditions as that warranty applies to facilities constructed or installed on behalf of the COUNTY. If this is not correct, please give me a call to discuss.

Once the above changes are incorporated into the Agreement, our office would approve of the Agreement as to form and correctness.

Very truly yours,



Lauren C. Rubenstein  
City Attorney

cc: Bart Diebold, City Manager  
Diane M. Corna, MMC, City Clerk  
Chief Michael Haworth, Asst. City Manager  
Keith Sabiel, Jr., Public Works Administrator

LCR/dh  
23-063.03282023.LKA.wpd

## **JOINT PROJECT AGREEMENT**

**BETWEEN PINELLAS COUNTY AND THE CITY OF PINELLAS PARK FOR THE CONSTRUCTION OF PINELLAS COUNTY UTILITIES BYPASS FORCEMAIN FROM 84<sup>TH</sup> AVENUE TO SOUTH CROSS BAYOU WATER RECLAMATION FACILITY AND UPGRADES TO THE COUNTY GRAVITY SEWER INTERCEPTOR MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED CITY OF PINELLAS PARK PUMP STATION NO. 31 UPGRADES AND REPLACEMENT OF CITY SEWER FORCEMAIN FROM 102<sup>ND</sup> AVENUE NORTH TO 84<sup>TH</sup> AVENUE NORTH.**

### **SECTION 1 INTENT OF AGREEMENT**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 PINELLAS PARK, FLORIDA**, a municipal corporation within said Pinellas County, acting by and through its City Council, herein referred to as "CITY", collectively "PARTIES".

WITNESSETH that:

WHEREAS, the COUNTY currently receives wastewater flow from the CITY via an approximately 2-mile long, 42-inch diameter sewer interceptor pipe beginning at 84<sup>th</sup> Avenue NORTH and traveling south along Belcher Road to the COUNTY's South Cross Bayou Advanced Water Reclamation Facility (SCBAWRF). The COUNTY intends to upgrade the existing 42-inch gravity sewer interceptor, and construct a new 24-inch by approximately 2-mile parallel bypass sewer forcemain along Belcher Road from 84<sup>th</sup> Avenue North to the COUNTY's South Cross Bayou Water Reclamation Facility as described in Exhibit A; herein referred to as "COUNTY UTILITY WORK"; and

WHEREAS, the CITY has also expressed to the COUNTY its intentions to do some upgrades of the CITY's Pump Station No. 31, and replacement of the CITY's existing 20-inch by approximately 1.10-mile of forcemains from 102<sup>nd</sup> Avenue North to 84<sup>th</sup> Avenue North, with a 24-inch forcemain; herein referred to as "CITY 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, and the CITY UTILITY WORK, shall include the following:

The COUNTY intends to upgrade and line the existing 42-inch gravity sewer interceptor, and construct a new 24-inch by approximately 2-mile parallel bypass sewer forcemain along Belcher

Road from 84<sup>th</sup> Avenue North to the COUNTY's South Cross Bayou Water Reclamation Facility.

The project will also include upgrades of the CITY's Pump Station No. 31, and replacement of the CITY's existing 20-inch by approximately 1.10-mile of forcemains from 102<sup>nd</sup> Avenue North to 84<sup>th</sup> Avenue North, with a 24-inch forcemain. A new flow meter will be installed on the 24-inch forcemain parallel to the existing interceptor flow meter as shown in Exhibit A.

### **SECTION 3 SERVICES TO BE PROVIDED BY THE COUNTY**

The COUNTY will design, manage, advertise, award the bid, and construct both the COUNTY UTILITY WORK and the CITY UTILITY WORK improvements, which will include design plans, construction drawings, specifications, a quantity list, cost estimate, and as-built plans.

The COUNTY will provide a representative to attend design and construction meetings and inspect the construction of the COUNTY UTILITY WORK, and the CITY UTILITY WORK, 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 COUNTY shall hire a private Contractor to construct the COUNTY UTILITY WORK, and the CITY UTILITY WORK, collectively "PROJECT".

Upon completion of the entire PROJECT, the COUNTY shall ensure that any warranty, including materials, equipment, workmanship, and closeout documents, by the Contractor constructing the PROJECT, is passed on to the CITY 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 CITY**

The CITY will provide a representative to attend design and construction meetings and inspect the construction of the CITY UTILITY WORK to ensure that CITY standards are met.

The CITY will submit and obtain any permits and fees associated with the improvements, replacements, and relocation of the CITY's utilities and operation within the CITY UTILITY WORK.

The COUNTY's design plans and construction shop drawing submittals for the CITY UTILITY WORK will be reviewed by the CITY, and the CITY will have the opportunity for input into said design plans and shop drawings.

The CITY will provide as-built records, survey records, pump station data, SCADA data, instrumentation data, specifications, and standards to be use for the CITY UTILITY WORK.

When construction of the work is completed, the CITY shall own, operate, and maintain the upgrades to Lift Station 31, and shall continue to maintain and operate the CITY sewer forcemains and sewer pump stations within the CITY's jurisdiction.

The CITY shall be responsible for any costs associated with the decommissioning of CITY's 20-inch forcemain from 102<sup>nd</sup> Avenue North to 84<sup>th</sup> Avenue North, as well as relocation of any remaining connections to the existing 42-inch interceptor, or the new 24-inch forcemain as required.

## **SECTION 5 FUNDING AND INVOICING**

The CITY shall pay one hundred (100%) percent of all reasonable and necessary construction costs to be incurred for all the CITY UTILITY WORK that is within the CITY's Jurisdiction/Right of Way, and has requested the COUNTY to include in this project distinct plans and specifications to meet the CITY's needs.

The Preliminary Estimate for the CITY UTILITY WORK is for budgetary purposes and for a Construction Cost of Five Million and 00/100 Dollars (\$5,000,000.00),

The COUNTY shall initially pay the total construction cost for the PROJECT. The COUNTY will invoice the CITY for the costs of the CITY UTILITY WORK, and the CITY's share to construct the CITY UTILITY WORK shall not exceed Five Million and 00/100 Dollars (\$5,000,000.00) upon approval of the CITY Project Manager. The CITY shall pay the COUNTY in accordance with the Florida Prompt Payment Act time schedule for construction projects.

During construction, the COUNTY shall process invoices from the contractor and submit a copy to the CITY along with progress reports and requests for payment.

All deposits due to the COUNTY referenced above shall be mailed to:

Finance Division Accounts Receivable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

## **SECTION 6 ACCOUNTING RECORDS**

Records of expenses pertaining to all construction services performed by the COUNTY's approved Contractor related to the COUNTY UTILITY WORK and the CITY UTILITY WORK, shall be kept in accordance with generally recognized accounting principles and procedures.

## **SECTION 7 EFFECTIVE DATE**

This Agreement will take effect immediately upon filing with the Clerk of the Circuit Court in Pinellas County in accordance with Florida Statutes, Section 163.01(11) (2021), and shall remain in full force and affect until the COUNTY provides to the CITY mutually agreeable documentation

which substantiates that this Agreement has been fully performed, and the COUNTY has paid all invoices under Section 5.

## **SECTION 8 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 (15<sup>th</sup>) day after receipt of written notice of termination. The COUNTY, however, shall be entitled to receive payment for all work completed as of the date of termination.

## **SECTION 9 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 Division  
14 S. Ft. Harrison Avenue, 6<sup>th</sup> Floor  
Clearwater, FL 33756

Project Manager for the CITY:      Kyle Arrison  
Construction Services Director  
6250 82 avenue North  
Pinellas Park, FL 33781

Engineer of Record for the COUNTY:      TBD

## **SECTION 10 ENTIRE AGREEMENT**

This document embodies the whole Agreement of 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 hereto. This Agreement may be modified only in writing executed by all 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 Pinellas Park, Florida  
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: \_\_\_\_\_  
Sandra Bradbury, City Mayor

By: \_\_\_\_\_  
Janet Long, Chair

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Diane Corna, City Clerk

By: \_\_\_\_\_  
Ken Burke, Clerk of the Circuit Court

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of City Attorney

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