

**JOINT PROJECT AGREEMENT
ROAD RESURFACING AND AMERICANS WITH DISABILITY ACT
IMPROVEMENTS**

PROJECT NAME: Oleander Way South Resurfacing and Americans with Disability Act Improvements and Huffman Way Resurfacing

PROJECT LIMITS: City of South Pasadena maintained portion of Oleander Way South from Date Palm Avenue South to the south end of Oleander Way South and Huffman Way from the east bridge terminus to Island Drive South

COUNTY PROJECT IDENTIFICATION NO.: 005675A & 005675B

THIS JOINT PROJECT AGREEMENT (Agreement) made and entered into on the day of _____, 20____, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter the "County", and the City of South Pasadena, Florida, a municipal corporation of the State of Florida, hereinafter the "City" (collectively, Parties).

WITNESSETH, That:

WHEREAS, this Agreement is made and entered between the Parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969;" and

WHEREAS, the County is performing roadway and Americans with Disability Act (ADA) improvements on the County maintained portion of Oleander Way South and

WHEREAS, the City requested the resurfacing of the roadway and construction of ADA improvements on the City maintained portion of Oleander Way South from Date Palm Avenue South to the south end to the south end of Oleander Way South and the resurfacing of Huffman Way hereinafter referred to as the "Project".

WHEREAS, the County and the City have determined that it would be to the best interest of the public and to the economic advantage of both Parties to enter into this Agreement for the Road Resurfacing and ADA improvements to be accomplished by the County's contractor as part of the construction of the Project; and

WHEREAS, the City has expressed its desire to assume all reasonable and necessary costs for this work.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) each to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the Parties as follows:

**SECTION 1
SERVICES TO BE PROVIDED BY THE COUNTY**

1.1 The County will engineer, design, and produce plans and specifications for the Project.

1.2 The County will be responsible for the Project's construction through the County's current Fiscal Year (FY) 2023-2025 Countywide Pavement Preservation (Countywide Pavement Preservation) and FY 2022-2024 Countywide ADA, Sidewalk, Drainage, Roadway Improvements (Countywide ADA) contracts, and will provide construction administration and inspection services during construction.

1.3 The County will not use City funds for any purposes not specifically authorized by this Agreement.

1.4 Should it appear that the actual cost will exceed the estimate or should amendments to the Countywide Pavement Preservation and Countywide ADA contracts increase the City's share of the total Project costs, the County must promptly notify the City of the amount of the estimated increase.

1.5 The County will continue the ongoing operating and maintenance of the crosswalk and signage within the County's jurisdiction pursuant to the Interlocal Agreement entered on March 13, 2008, between the Parties regarding the City maintained portion of Oleander Way South and the pedestrian crossing and signage on Gulfport Boulevard South.

SECTION 2 SERVICES TO BE PROVIDED BY THE CITY OF SOUTH PASADENA

2.1 The City will provide funding to the County in the amount of **TWO-HUNDRED SEVENTY-TWO THOUSAND SEVEN-HUNDRED SEVENTY-ONE AND 71/100THS DOLLARS (\$272,771.71)** for construction of roadway and ADA improvements on Oleander Way South and resurfacing of Huffman Way.

2.2 The City hereby certifies that funding for the City's portion of the Project (currently estimated at **\$259,782.58**), plus 5% for County administrative costs of (**\$12,989.13**), for a total estimate of **TWO-HUNDRED SEVENTY-TWO THOUSAND SEVEN-HUNDRED SEVENTY-ONE AND 71/100THS DOLLARS (\$272,771.71)**, as outlined in **Exhibit A**, has been appropriated and is available for deposit into an escrow account for the purpose of payments by the County to the Contractor on the City's behalf. The City shall provide the amount due to the County no later than thirty (30) days following the execution of this Agreement to

Finance Division Accounts Receivable

Pinellas County Board of County Commissioners

P. O. Box 2438

Clearwater, FL 33757

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2.3 The City agrees to provide adequate funds to ensure that cash on deposit with the County is sufficient to fund its share of the Project costs. The County shall notify the City as soon as it becomes apparent that the actual cost will exceed the estimate amount; Within thirty (30) calendar days of any notification by the County, pursuant to Section 1.4 of this Agreement, that the estimated cost for the Project has increased, the City must pay the amount of the increased estimate, plus the 5% administrative fee. However, failure of the County to notify the City in accordance with Section 1.4 does not relieve the City from its obligation to pay for the full cost of the Project.

2.4 If any work occurs outside of the existing occupied right-of-way the City shall be responsible for the acquisition of any necessary additional property rights needed to construct the project. If the County deems additional survey work is necessary to mark the right-of-way limits for the project the City will provide and pay for those services.

2.5 Upon completion of the Project, the City will be responsible for ongoing maintenance of the improvements within the City's jurisdiction as part of its operating and maintenance activities, unless otherwise specified herein.

SECTION 3 GENERAL PROVISIONS

3.1 The County's contractor will provide insurance naming the City as an additional insured for the City's portion of the Project. The costs for this shall be included in the estimate and paid for by the City.

3.2 This Agreement gives the County and the County's Contractor the right to enter the City's right of way to perform the Project.

3.3 Upon final payment to the Contractor, the County intends to have its final and complete accounting of all costs incurred in connection with the Project within three hundred sixty (360) days. All project cost records and accounts are subject to audit by a representative of the City for a period of three years after the close out of the Project. The City will be notified of the final cost. Both Parties agree that in the event the final accounting of total Project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the County to the City, excluding the 5% for County construction/contract administration. Any such refund must be made to the City within forty (40) calendar days of the County's final and complete accounting of all costs incurred in connection with the Project. In the event the final accounting of total Project costs is greater than the total deposits to date, the City must pay the additional amount within forty (40) calendar days from the date of invoice by the County. The City agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any unpaid balance.

SECTION 4 TERMINATION OF AGREEMENT

This Agreement, except for the maintenance provisions, may be terminated by either party upon thirty (30) days written notice to the other party should either party fail substantially to perform in accordance with the terms of this Agreement through no fault

of the other party or if conditions arise, such as lack of available funding, that dictates that it is in the public interest to terminate. In the case of termination by either party, all remaining fund balances shall be returned to the City.

**SECTION 5
AGREEMENT TERM**

This Agreement shall become effective upon filing with the Clerk of Court in accordance with Florida Statutes, Section 163.01(11) (2022) and shall remain in effect until the settlement of final accounts as provided in Section 3.3, unless otherwise terminated pursuant to Section 4 of this Agreement or extended for a longer term by amendment.

**SECTION 6
RESPONSIBILITIES FOR NEGLIGENCE**

The Parties agree to be responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damages resultant from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either the County or City. Nothing herein shall be construed as consent by the County or City to be sued by third parties in any manner arising out of this Agreement.

**SECTION 7
COMPLIANCE WITH LAWS**

Both Parties will comply with all federal, state, county, and local laws, regulations, and ordinances that apply to the Project. Both Parties will, during the performance of this Agreement, comply with all applicable provisions of federal, state, and local laws and regulations pertaining to prohibited discrimination.

**SECTION 8
SEVERABILITY**

Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

**SECTION 9
FISCAL NON-FUNDING AND TERMINATION**

The obligations of the County are subject to appropriate budgeted funds being available in each budget year to achieve the purposes of this Agreement. In the event that sufficient budgeted funds are not available in a subsequent fiscal year, this Agreement shall terminate on the last day of the fiscal year for which sufficient budgeted funds are available without penalty to either of the Parties. Otherwise, this Agreement will terminate after compliance with Section 3.3 of this Agreement.

**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.

**SECTION 11
OFFICIAL NOTICE**

All invoices or notices required by law or by this Agreement to be given by one (1) party to the other, shall be in writing, and shall be sent to the following respective addresses:

COUNTY:


Kelli Hammer Levy
Department Director
Pinellas County Public Works
22211 U.S. Highway 19 N,
Clearwater, FL 33765
klevy@pinellascounty.org

CITY OF SOUTH PASADENA:

Shawn Shimko
Director of Public Works
City of South Pasadena Public Works
6940 Hibiscus Avenue
South Pasadena, FL 33707
SShimko@mysouthpasadena.com

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

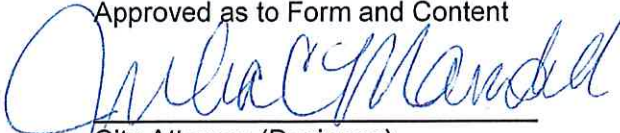
CITY OF SOUTH PASADENA, FLORIDA

By: ,
Thomas B. Reid, as its Vice Mayor

ATTEST


City Clerk
(SEAL)

Approved as to Form and Content


City Attorney (Designee)

PINELLAS COUNTY, FLORIDA
by and through its Board of County
Commissioners:

ATTEST

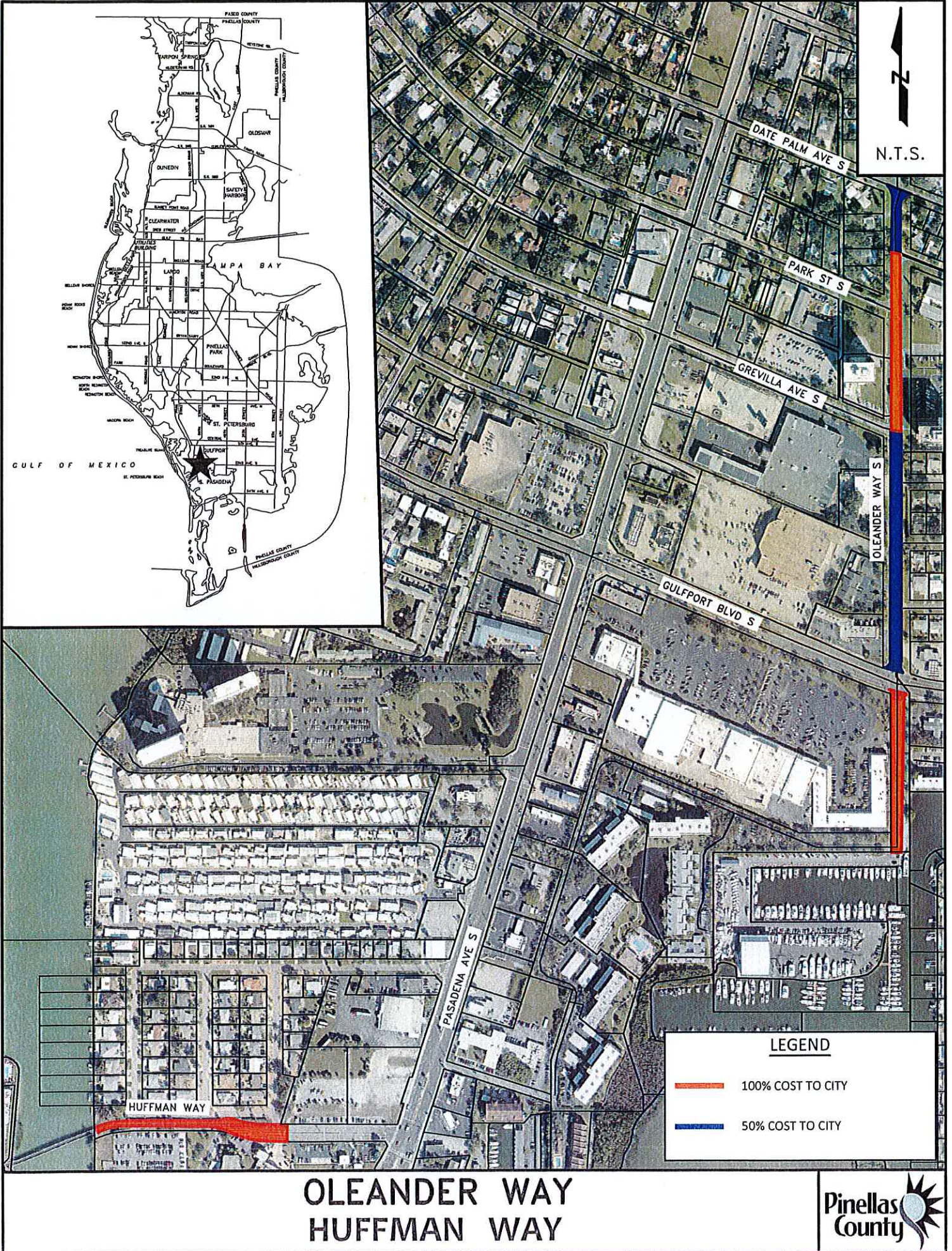
Janet Long, Chair

Clerk of Circuit Court
(SEAL)

APPROVED AS TO FORM

By: Joseph Morrissey
Office of the County Attorney

EXHIBIT A



**OLEANDER WAY
HUFFMAN WAY**



Exhibit A

Oleander - 50% Paving - Preferred Materials

Line No.	Pay Item No.	Description	Unit	Quantity	Unit Price	Amount
2	102-1099	SIGN, VARIABLE MESSAGE, 3 Lines, Temporary	DAY	14	\$ 2.00	\$ 28.00
7	334-2095-460	SUPERPAVE ASPHALT CONCRETE, Leveling Course, Type SP 9.5 or SP 12.5, Fine, Traffic Level C, Variable Thickness	TN	5	\$ 142.00	\$ 710.00
63	334-3125-001	SUPERPAVE ASPHALT CONCRETE, Type SP 12.5, Fine, Traffic Level C, Variable Thickness Local Roads	TN	193	\$ 142.70	\$ 27,541.10
13	380-3490	MILLING EXISTING ASPHALT PAVEMENT, 2" Thickness or Less, Full Width	SY	2339	\$ 2.19	\$ 5,122.41
30	706-3	PAVEMENT MARKERS, RETRO-REFLECTIVE	EA	36	\$ 4.46	\$ 160.56
31	710-11-121	PAINTED PAVEMENT MARKING, STD, WHITE, SOLID, 6"	LF	1699	\$ 3.50	\$ 5,946.50
33	710-11-123	PAINTED PAVEMENT MARKING, STD, WHITE, SOLID, 12"	LF	55	\$ 3.50	\$ 192.50
35	710-11-125	PAINTED PAVEMENT MARKING, STD, WHITE, SOLID, 24"	LF	70	\$ 3.50	\$ 245.00
42	710-11-221	PAINTED PAVEMENT MARKING, STD, YELLOW, SOLID, 6"	LF	1388	\$ 3.50	\$ 4,858.00
54	999-0000	UNSPECIFIED WORK	EA	4400	\$ 1.00	\$ 4,400.00
		Subtotal				\$ 49,176.07

Oleander - 100% Paving - Preferred Materials

Line No.	Pay Item No.	Description	Unit	Quantity	Unit Price	Amount
2	102-1099	SIGN, VARIABLE MESSAGE, 3 Lines, Temporary	DAY	28	\$ 2.00	\$ 56.00
7	334-2095-460	SUPERPAVE ASPHALT CONCRETE, Leveling Course, Type SP 9.5 or SP 12.5, Fine, Traffic Level C, Variable Thickness	TN	10	\$ 142.00	\$ 1,420.00
63	334-3125-000	SUPERPAVE ASPHALT CONCRETE, Type SP 12.5, Fine, Traffic Level C, Variable Thickness Local Roads	TN	420	\$ 142.70	\$ 59,934.00
13	380-3490	MILLING EXISTING ASPHALT PAVEMENT, 2" Thickness or Less, Full Width	SY	5081	\$ 2.19	\$ 11,127.39
30	706-3	PAVEMENT MARKERS, RETRO-REFLECTIVE	EA	60	\$ 4.46	\$ 267.60
31	710-11-121	PAINTED PAVEMENT MARKING, STD, WHITE, SOLID, 6"	LF	2879	\$ 3.50	\$ 10,076.50
33	710-11-123	PAINTED PAVEMENT MARKING, STD, WHITE, SOLID, 12"	LF	40	\$ 3.50	\$ 140.00
35	710-11-125	PAINTED PAVEMENT MARKING, STD, WHITE, SOLID, 24"	LF	55	\$ 3.50	\$ 192.50
38	710-11-151	PAINTED PAVEMENT MARKING, STD, WHITE, DOTTED/GUIDELINE/ 6-10 GAP EXTENSION 6"	LF	70	\$ 3.50	\$ 245.00
40	710-11-170	PAINTED PAVEMENT MARKING, STD, WHITE, ARROWS	EA	2	\$ 35.00	\$ 70.00
42	710-11-221	PAINTED PAVEMENT MARKING, STD, YELLOW, SOLID, 6"	LF	2384	\$ 3.50	\$ 8,344.00
54	999-0000	UNSPECIFIED WORK	EA	9500	\$ 1.00	\$ 9,500.00
		Subtotal				\$ 101,372.99

Oleander - 100% ADA

Line No.	Pay Item No.	Description	Unit	Quantity	Unit Price	Amount
3	102-1074	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE) FDOT 102-600	LF	200	\$ 1.00	\$ 200.00
5	102-1099	PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)-TEMPORARY	EA/DAY	28	\$ 35.00	\$ 980.00
14	102-1600	SIGN, WORK ZONE, (Temporary)	EA/DAY	80	\$ 5.50	\$ 440.00
15	102-1602	FLAGGER - MOT per each flagger	HR	160	\$ 35.00	\$ 5,600.00
16	102-1651	CONES, (Temporary), per FDOT Index No. 102-600	EA/DAY	600	\$ 2.60	\$ 1,560.00
17	102-1652	BARRICADE, Type I, II or Drum, (Temporary), Per FDOT Index No. 102-600	EA/DAY	560	\$ 5.50	\$ 3,080.00
35	110-0100-0011	PAVEMENT, Concrete, Removal, sidewalk, driveways, pads 4" - 6" thick	SY	135	\$ 11.00	\$ 1,485.00
57	334-2095-105	SUPERPAVE ASPHALT CONCRETE, Type SP 9.5 or SP 12.5, Fine, Traffic Level C, Variable Thickness	TN	20	\$ 175.00	\$ 3,500.00
285	522-1006	SIDEWALK, CONCRETE, Reinforced, 6" Min. Thickness (includes driveways)	SY	135	\$ 85.00	\$ 11,475.00
287	522-3010	GRINDING, CONCRETE AND ASPHALT	SF	25	\$ 11.00	\$ 275.00
289	522-7000	SIDEWALK TEXTURIZING, Tactile Surface on Sidewalk Ramps	SF	280	\$ 40.00	\$ 11,200.00
309	575-0103	SODDING, Bahia, Includes clearing, grubbing, grading and compaction	SY	81	\$ 21.00	\$ 1,701.00
310	575-0112	SODDING, St. Augustine, Includes clearing, grubbing, grating, and compaction	SY	81	\$ 21.00	\$ 1,701.00
344	999-0000	UNSPECIFIED WORK	EA/DAY	3500	\$ 1.00	\$ 3,500.00
		Subtotal				\$ 46,697.00

Oleander - 50% ADA

Line No.	Pay Item No.	Description	Unit	Quantity	Unit Price	Amount
3	102-1074	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE) FDOT 102-600	LF	100	\$ 1.00	\$ 100.00
5	102-1099	PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)-TEMPORARY	EA/DAY	14	\$ 35.00	\$ 490.00
14	102-1600	SIGN, WORK ZONE, (Temporary)	EA/DAY	40	\$ 5.50	\$ 220.00
15	102-1602	FLAGGER - MOT per each flagger	HR	80	\$ 35.00	\$ 2,800.00
16	102-1651	CONES, (Temporary), per FDOT Index No. 102-600	EA/DAY	300	\$ 2.60	\$ 780.00
17	102-1652	BARRICADE, Type I, II or Drum, (Temporary), Per FDOT Index No. 102-600	EA/DAY	280	\$ 5.50	\$ 1,540.00
35	110-0100-0011	PAVEMENT, Concrete, Removal, sidewalk, driveways, pads 4" - 6" thick	SY	67	\$ 11.00	\$ 737.00
57	334-2095-105	SUPERPAVE ASPHALT CONCRETE, Type SP 9.5 or SP 12.5, Fine, Traffic Level C, Variable Thickness	TN	10	\$ 175.00	\$ 1,750.00
285	522-1006	SIDEWALK, CONCRETE, Reinforced, 6" Min. Thickness	SY	67	\$ 85.00	\$ 5,695.00
287	522-3010	GRINDING, CONCRETE AND ASPHALT	SF	20	\$ 11.00	\$ 220.00
289	522-7000	SIDEWALK TEXTURIZING, Tactile Surface on Sidewalk Ramps	SF	130	\$ 40.00	\$ 5,200.00

309	575-0103	SODDING, Bahia, Includes clearing, grubbing, grading and compaction	SY	40	\$ 21.00	\$ 840.00
310	575-0112	SODDING, St. Augustine, Includes clearing, grubbing, grating, and compaction	SY	40	\$ 21.00	\$ 840.00
344	999-0000	UNSPECIFIED WORK	EA/DAY	1700	\$ 1.00	\$ 1,700.00
		Subtotal				\$ 22,912.00

Huffman Way - 100% Paving - Preferred Materials

Line No.	Pay Item No.	Description	Unit	Quantity	Unit Price	Amount
2	102-1099	SIGN, VARIABLE MESSAGE, 3 Lines, Temporary	DAY	28	\$ 2.00	\$ 56.00
7	334-2095-460	SUPERPAVE ASPHALT CONCRETE, Leveling Course, Type SP 9.5 or SP 12.5, Fine, Traffic Level C, Variable Thickness	TN	10	\$ 142.00	\$ 1,420.00
9	334-3125-000	SUPERPAVE ASPHALT CONCRETE, Type SP 12.5, Fine, Traffic Level C, Variable Thickness, Arterials/Collectors	TN	212	\$ 142.85	\$ 30,284.20
13	380-3490	MILLING EXISTING ASPHALT PAVEMENT, 2" Thickness or Less, Full Width	SY	1928	\$ 2.19	\$ 4,222.32
35	710-11-125	PAINTED PAVEMENT MARKING, STD, WHITE, SOLID, 24"	LF	12	\$ 3.50	\$ 42.00
54	999-0000	UNSPECIFIED WORK	EA	3600	\$ 1.00	\$ 3,600.00
		Subtotal				\$ 39,624.52

Total \$ 259,782.58
 Construction Admin. & Inspection 5% \$ 12,989.13
Grand Total \$ 272,771.71

