

**JOINT PROJECT AGREEMENT
UTILITY INSTALLATION BY ROADWAY CONTRACTOR**

PROJECT NAME: 127th Avenue North, 122nd Avenue North, 103rd Street North and 104th Street North

PROJECT LIMITS: 127th Avenue North from Seminole Boulevard to 102nd Street North, 122nd Avenue North from Seminole Boulevard to 102nd Street North, 103rd Street North and 104th Street North to 122nd Avenue North

COUNTY PROJECT IDENTIFICATION NO.: 004902A

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 Largo, Florida, a municipal corporation of the State of Florida, hereinafter the “City” (collectively, Parties).

WITNESSETH, That:

WHEREAS, the CITY desires to construct roadway, sidewalk and drainage system improvements along 127th Avenue North from Seminole Boulevard to 102nd Street North, 122nd Avenue North from Seminole Boulevard to 102nd Street North, 103rd Street North and 104th Street North to 122nd Avenue North (“Project”); 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 127th Avenue North from Seminole Boulevard to 102nd Street North, 122nd Avenue North from Seminole Boulevard to 102nd Street North, 103rd Street North and 104th Street North to 122nd Avenue North. as described in Exhibit A; herein referred to as (“County Utility Work”); and

WHEREAS, the County’s plans for the County Utility Work have been reviewed by the City and the City has had the opportunity for input into said plans; and

WHEREAS, the County and the City have determined that it would be in the best interest of the public and to the economic advantage of both Parties to enter into this Joint Project Agreement for the County Utility Work to be accomplished by the City’s contractor as part of the construction of the Project; and

WHEREAS, the County has expressed its desire to assume all reasonable and necessary costs to be incurred for this County Utility Work and has requested the City to include in said Project certain plans and specifications to meet the County’s needs.

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:

1. Utility Work

The County's Utility Work within the limits of the Project, as detailed in Exhibit A – Project Location Map, is more specifically described as the relocation and replacement of potable water lines, fire hydrants, service lines, connections, water meters and appurtenances. The existing water main, owned by the County, will be impacted by the proposed City roadway and drainage improvements, and will be replaced or realigned to accommodate the proposed Project improvements. The existing mains are composed of 2-inch through 6-inch watermains with some being old, galvanized pipe and cast-iron pipes. The new replacement mains will be 6-inch PVC or 8-inch high-density polyethylene (HDPE) pipe by approximately 5,000 linear feet. The County will also install new fire hydrants for public safety, new service lines and blow off valves to improve water quality in the neighborhood.

2. Funding

2.1 The City will be responsible for the bidding and award of the construction contract for the Project and will include the County Utility Work as a separate option item in its bidding document. After the City receives, opens, and evaluates the bids, the City will notify the County, in writing, of the City's intent to award the contract ("Notification"). This Notification will include the amount for the County Utility Work option. The bid will be awarded based upon the bids received for the Project excluding any County Utility Work options. The County will have fifteen (15) days from receipt of the City's Notification to request, in writing, that the City delete the County Utility Work option from the City's award of bid/construction contract, and to notify the City of the County's intent to perform the County Utility Work with the County's own forces or its own contractor. In order not to delay the construction of the Project, the County must show that it is ready and able to perform all County Utility Work prior to requesting that the City delete the County Utility Work option from the contract award. The County does not have the right to delay or affect, in any way, the award of the contract.

In the event that the bid received for the County Utility Work is in excess of the Estimated County Cost, defined below, and the County wishes to proceed after receiving the Notification, then the County will notify the City of its intent to proceed by written notice from the County Project Manager, with copies of the written notice sent to both the City as well as the County's Clerk Finance Division, provided that the bid and construction/contract administration, maintenance of traffic, and mobilization costs total amount does not exceed Two Million Dollars and 00/100 (\$2,000,000.00); or if the bid and construction/contract administration, maintenance of traffic, and mobilization costs amount received is in excess of Two Million Dollars and 00/100 (\$2,000,000.00), but the parties mutually intend to proceed with the Project, the parties must execute an amendment to this Agreement providing for revised cost commitments sufficient to meet the received bid amounts.

2.2 The County hereby certifies that funding for the County Utility Work in the amount of Two Million Dollars and 00/100 (\$2,000,000.00) has been appropriated. The funding includes the engineering estimate and separate amount for City construction/contract administration, maintenance of traffic, and mobilization costs, which is set at 10% of the engineering estimate.

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, subject to the review and approval of the County Project Manager, as invoices are received from the City's contractor. During construction, the City shall process invoices from the City's contractor and submit copies to the County along with progress reports and request for payment. The County shall make all payments to the City in accordance with the Florida Prompt Payment Act. In the event of termination pursuant to Section 16, the County will pay City for all work completed and invoiced before the date of termination, during the fiscal period for which funds were appropriated. The City will notify their Contractor to stop work as soon as reasonably possible following notification of termination pursuant to Section 16.

All payments due to the City referenced in Section 2.2 above shall be mailed to:

Finance Department Accounts Receivable
City of Largo
P. O. Box 296
Largo, FL 33779

2.3 The City will require the successful contractor to comply with the following conditions.

(A) Indemnify, hold harmless, pay the costs of defense on behalf of and defend the City and its agents and employees and the County 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;

(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 per the requirements in the insurance section of the invitation to bid as well as in the executed contract with the successful contractor. Both the City's invitation to bid and the construction contract will require that the Contractor name the City and the County as additional insured entities and certificate holders.

3. Joint Project Activities

3.1 The County will prepare, at its expense, the design of plans and specifications for all the County's Utility Work. The County will furnish to the City, once complete, reproducible plans on standard size sheets (11" x 17" and 24" x 36"), together with a complete set of specifications covering all construction requirements for the County Utility Work. These plans and specifications will be complete in every detail and will include a "Summary of Quantities" sheet and/or "Bill of Materials" identifying the items of work, with a final estimate of cost (Engineer's Estimate), required to accomplish the County Utility Work. The plans and specifications will be signed and sealed by a Registered Professional Engineer in the State of Florida.

3.2 The County will coordinate the development of the County Utility Work plans with the City's plans for the Project. The City, upon request by the County, will furnish all available roadway information required by the County for the coordination and development of the County Utility Work plans, and the City will cooperate with the County to this end. The County's specifications for this Project will not conflict with the City's specifications or the City's Invitation to Bid document.

3.3 The County will obtain all necessary permits required for construction of the County Utility Work. This Agreement does not relieve the County of any requirement to obtain required permits from the City. A copy of all permits required for said Utility Work will be provided to the City.

3.4 All surveys for construction of the County Utility Work will be furnished by the successful contractor, in accordance with the plans and specifications provided by the County.

3.5 The coordination of the County's Utility Work with that of the roadway contractor and other utilities and/or their contractors will be the responsibility of the City. The County will cooperate fully and immediately to resolve any delays in the construction of the Project occurring as the result of the County's Utility Work.

3.6 All of the County Utility Work done pursuant to this Agreement shall be done in substantial accordance with the County's plans and specifications, which plans and specifications are incorporated hereto by reference. All information required for field changes, change orders or supplemental agreements pertaining to the County's Utility Work will be promptly furnished to the City.

3.7 During construction of the County's Utility Work, the County will provide the necessary construction and engineering inspection to determine that the County Utility Work is done in substantial compliance with the County's plans and specifications. The City is not responsible for performing these inspections for County Utility Work.

3.8 The County will participate in the design, utility coordination, pre-construction and other meetings as necessary for Project coordination.

3.9 All adjustment, relocations, repairs, maintenance, and incidental work ("Incidentals") required to be performed to the County's existing utilities for the Project, not included in the County Utility Work, will be the sole responsibility of the County. All such work is to be coordinated with the construction of this Project and in a manner that will not cause delay to the City's Project contractor.

3.10 The County's comments and suggestions are invited and will be considered by the City; however, all services and work under the construction contract will be performed to the satisfaction of the City's Director of Engineering Services Department, who will decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of such contract for County Utility Work, the prosecution and fulfillment of the services thereunder, and

the character, quality, amount and value thereof; and who's decision upon all claims, questions and disputes thereunder are final and conclusive upon the Parties hereto.

3.11 Upon completion of the entire Project, which will be determined jointly by the County and the City, the County will own, control, maintain and be responsible for all County utility facilities. The County will maintain and keep in repair, or cause to be maintained and kept in repair, all such constructed utilities facilities.

3.12 The City will forward any accounting records, if requested, to the following County representative:

County's Project Manager
Guillermo Bay, E.I.
Pinellas County Utilities Engineering
14 S. Ft. Harrison Avenue, 6th Floor
Clearwater, Florida 33756

3.13 Upon final payment to the contractor, the City intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project costs records and accounts shall be subject to audit by a representative of the County for a period of three (3) years after final close out of the Project.

3.14 Upon completion of the entire Project, the Contractor will supply "as built" ("Record") standard size sheet (11" x 17" or 24" x 36") County Utility Work plans to the City, who in turn will within ninety (90) days, furnish the County with one (1) set.

3.15 Upon completion of the entire Project, the City will ensure that any warranty, including materials, equipment, workmanship, and closeout documents, by the contractor constructing and/or installing facilities related to the County Utility Work in accordance with this Agreement, is assigned to the County.

4. Project Managers

The primary contact for each of the Parties is:

4.1 The Project Manager for the City shall be Barry Westmark or their designee ("City's Project Manager"), whose current telephone number is 727-587-6713, email address is bwestmar@largo.com and whose post office address is Engineering Services Department, City of Largo, 201 Highland Ave. N.E., Largo, FL 33779.

4.2 The Project Manager for Pinellas County shall be Guillermo Bay or their designee ("County's Project Manager"), whose telephone number is 727-464-4220, email address is bbay@pinellas.gov and whose post office address is 14 S. Fort Harrison Avenue, 6th Floor, Clearwater, FL 33756.

4.3 The Engineer of Record for the City and the County shall be Dikran Kalaydjian or their designee ("Engineer of Record"), whose current telephone number is 813-846-7075, email address is dikran@lwes.net and whose post office address is Land and Engineering Science, Inc., 8950 N. Martin Luther King Street, Suite 205, St. Petersburg, FL 33702.

4.4 Each Party may designate a replacement Project Manager by giving written notice of such designation, and the telephone number, e-mail address, and mailing address to the other party in accordance with this Agreement.

5. Records, Reports, and Inspection

The City shall maintain financial records, accounting and purchasing information, and books and records for the Project. These books, records, and information shall comply with general accounting procedures. All documents related to the Project are public records and shall be retained and provided as required by law.

6. Compliance with Federal, State, County, and Local Laws

Both Parties shall comply with all federal, state, county, and local laws, regulations, and ordinances at all times.

7. Responsibilities of the Parties

The County and the City shall be fully responsible for their own acts of negligence and their respective employees' and/or agents' acts of negligence, when such employees and/or agents are acting within the scope of their employment; and shall be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of the immunity from or limitation of liability under the doctrine of sovereign immunity or Section 768.28, Fla. Statutes, by either the County or the City. Nothing herein shall be construed as consent by the County or City to be sued by third parties in any matter arising out of this Agreement.

8. Discrimination

The County and the City shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

9. Assignment

This Agreement may not be assigned.

10. Severability

Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law of competent jurisdiction, 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.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties, and no change will be valid unless made by supplemental written agreement executed by both Parties.

12. Notification

All notices, requests, demands, or other communications required by law, or this Agreement shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, or, if hand delivered, upon the actual date of delivery to the Project Manager, whose address is set forth in Section 4 above.

13. Waiver

No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

14. Due Authority

Each Party to this Agreement represents and warrants to the other Party that (i) it is duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

15. Headings

The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

16. Fiscal Funding

The obligations of the Parties are subject to sufficient budgeted funds being available in each budget year. 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.

17. Term

The term of this Agreement shall commence upon execution of this Agreement by the Parties and shall terminate after completion and acceptance of the County Utility Work and upon final

payment in accordance with the provisions of Paragraph 3.13 of this Agreement. If the City fails to issue a Notice to Proceed to a contractor for the Project within seven hundred twenty (720) days from the date of full execution of this Agreement by the Parties, this Agreement shall be deemed terminated and any payments made by the County to the City shall be refunded in full by the City within thirty (30) days.

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IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

CITY OF LARGO, FLORIDA,
a municipal corporation and
political subdivision of the State of Florida

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

By: 
John Curp (Feb 8, 2024 08:58 EST)

By: _____
Kathleen Peters
Board Chair

City Manager

ATTEST:

ATTEST: Ken Burke, Clerk of the Circuit
Court

By: 

By: _____
Deputy Clerk

City Clerk

REVIEWED AND APPROVED:

APPROVED AS TO FORM:

By: 
City Attorney by S. Zimmet at 12:05 pm, 1/19/24

APPROVED AS TO FORM

By: Miles Belknap
Office of the County Attorney
Office of the County Attorney