

**JOINT PROJECT AGREEMENT
CULVERT AND ROADWAY DESIGN AND CONSTRUCTION**

PROJECT NAME: 102nd Ave North Culvert Replacement Project

PROJECT LIMITS: 102nd Avenue North / Cross Bayou canal, including 100 feet northeast and 100 feet southwest from culverts. Western limit approximately 200 feet west and eastern limit approximately 350 feet east of culvert improvement.

COUNTY PROJECT IDENTIFICATION NO.: 004473A

THIS JOINT PROJECT AGREEMENT (Agreement) made and entered into on the day of _____, 2020, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter the “County”, and the City of Pinellas Park, Florida, a municipal corporation of the State of Florida, hereinafter the “City” (collectively, Parties).

WITNESSETH, That:

WHEREAS, the City is designing and constructing a culvert replacement at 102nd Avenue North over Cross Bayou Canal (County Project No. 004473A), hereinafter referred to as the “Project”; and

WHEREAS, the City recently was hiring the design Engineer of the Project; with the intent of bidding and construction to follow; and

WHEREAS, the County requested that the culvert be enlarged to accommodate future increased flows, as recommended by the Watershed Master Plan, and to allow the use of kayaks and canoes through the culvert as a part of the County’s Blueway program; and

WHEREAS, the County desires to provide financial support for the mentioned Project through the use of Local Infrastructure Sales Tax (Penny for Pinellas), as these funds are appropriate for culvert design and construction; and

WHEREAS, the County has the Local Infrastructure Sales Tax (Penny for Pinellas) budgeted in the CIP for the Project; and

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. Culvert and Roadway Design and Construction

The Culvert and Roadway Design and Construction, within the limits of the Project. is more specifically described as removal of existing culverts and roadway, replaced with proposed design and construction of culverts that allow for passage by kayak/canoe and replacement of the

roadway. Incidental construction and/or stabilization of the Cross Bayou Canal banks will be required 100 feet upstream and downstream of the project.

2. Funding

2.1 The County will provide financial assistance to the City to support the design and construction of the Project. Funds will be derived from the Local Infrastructure Sales Tax (Penny for Pinellas). Funding shall not exceed Sixty-Nine Thousand One Hundred Forty-Three Dollars (\$69,143.00) for design, Six Thousand Seven Hundred Fifty Dollars (\$6,750.00) and Seven Hundred Thousand Dollars (\$700,000.00) for construction phase services.

For construction, the County will pay 50% of the anticipated \$800,000.00 in overall total construction cost up to Four Hundred Thousand Dollars (\$400,000.00). Total overall construction costs above Eight Hundred Thousand Dollars (\$800,000.00) will be paid 100% by the County up to One Million One Hundred Thousand Dollars (\$1,100,000), which equates to an additional amount not to exceed \$300,000.00 for the County. The City must seek approval of the County for any cost overruns above the threshold of One Million One Hundred Thousand Dollars (\$1,100,000) in total construction costs.

2.2 There shall be no reimbursement for travel expenses under this Agreement.

2.3 The City shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of services to be performed and the criteria for evaluating successful completion. The Project, identified as the 102nd Avenue North Culvert Replacement Project, shall have quantifiable, measurable, and verifiable units of deliverables more fully described in Exhibit A and Exhibit B.

2.4 Invoices shall be submitted by the City in detail for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit A and Exhibit B. Deliverables must be received and accepted in writing by the County's Project Manager prior to payments.

2.5 Supporting documentation must establish that the deliverables were received and accepted in writing by the County and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit A were met.

2.6 All deposits due to the City referenced in Section 2.1 above shall be mailed to:

Finance Department
Pinellas Park City Council
5141 78th Avenue North
Pinellas Park, FL 33780

2.7 The City shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the County during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the County upon request. Records of costs incurred include the City's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the County for a proper audit of costs.

2.8 The City will require the successful 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 Culvert and Roadway Design and Construction:

(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 Culvert and Roadway Design and Construction;

(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 City will be responsible for administration of design and construction of the Project. The City shall ensure that work is performed in accordance with the City's standard specifications, the County's Standard Specifications for Road and Bridge Construction (2019) and/or Florida Department of Transportation (FDOT) Standard Specifications for Construction (most recent version) and the terms and conditions of this Agreement. The City shall not allow work to commence on the Project until receipt from the County of a written notice to proceed.

3.2 The County will participate in the design, utility coordination, pre-construction and other meetings as necessary for Project coordination. The City shall allow the County to review design deliverables, bids and obtain County approval prior to award of the construction contract. County approval shall be attained prior to submission of approval to the City commission.

3.3 The City shall notify the County prior to entering into any supplemental agreements or change orders that would increase cost of the Project over and above the Project budget amount of \$1,000,000. No supplemental agreement or change orders shall be executed by the City and its contractor until the County grants approval.

3.4 The County shall have the right to visit the Project site for inspection of the work at any time.

3.5 Upon completion of the Project, the City shall be responsible for maintenance of the culvert, roadway, kayak launch and associated parking lot as part of its operating and maintenance activities.

3.6 The City shall grant the County a perpetual right of access to subject property, for Project maintenance (see Project Location Map attachment).

3.7 The County will maintain the canal as part of its operating and maintenance activities.

3.8 The County property south of the City's Public Works Facility may be used by the City for the parking of maintained city vehicles until the project is under construction.

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

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 Construction Services Director, who will decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of such contract for the Project, 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 City and the County, the County will maintain and be responsible for all maintenance of the Cross Bayou Canal. The City will maintain and keep in repair, or cause to be maintained and kept in repair, the Culvert and Roadway Design and Construction.

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

Jennifer Shannon, PE
Pinellas County
14 S Ft. Harrison, 4th 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 cost records and accounts shall be subject to audit by a representative of the Company 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") Culvert and Roadway Design and

Construction 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 Culvert and Roadway Design and Construction 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 County shall be Jennifer Shannon or their designee (“County’s Project Manager”), whose current telephone number is 727-464-5674, email address is JShannon@PinellasCounty.org and whose post office address is 14 S Ft. Harrison Avenue, 4th Floor, Clearwater, Florida, 33756.

4.2 The Project Manager for the City shall be Aaron Petersen or their designee (“City’s Project Manager”), whose telephone number is 727-369-5728, email address is APetersen@pinellas-park.com and whose post office address is 6250 82nd Avenue N, Pinellas Park, Florida 33781.

4.3 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 City and the County 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 sovereign immunity by either the City or the County. Nothing herein shall be construed as consent by the City or County to be sued by third Parties in any matter arising out of this Agreement.

8. Discrimination

The City and the County 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, 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 affected 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 entities 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 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.

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 Culvert and Roadway Design and Construction and upon final payment in accordance with the provisions of Paragraph 3.14 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.

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 PINELLAS PARK, FLORIDA,
A municipal corporation
of the State of Florida

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

By: _____
Mayor

By: _____
Pat Gerard
Chairman

By: _____
City Manager

ATTEST:

ATTEST: Ken Burke, Clerk of the Circuit Court

By: _____
City Clerk

By: _____
Deputy Clerk

Approved as to form:

By: _____
City Attorney

OFFICIAL CITY SEAL