

JOINT PROJECT AGREEMENT

BETWEEN PINELLAS COUNTY AND THE CITY OF CLEARWATER FOR ENGINEERING DESIGN AND POST DESIGN SERVICES FOR ROADWAY AND DRAINAGE IMPROVEMENTS AT THE INTERSECTION OF LAKEVIEW ROAD AND KEENE ROAD IN CLEARWATER

PROJECT NAME: Lakeview Road and Keene Road Intersection - Design

PROJECT LIMITS: Lakeview Road and Keene Road in Clearwater

COUNTY PROJECT IDENTIFICATION NO.: 003898A

THIS JOINT PROJECT AGREEMENT (Agreement) made and entered into on the day of February 21, 2023, ~~XX2023~~ by and between Pinellas County, a political subdivision of the State of Florida, hereinafter the "County", and the City of Clearwater, Florida, a municipal corporation of the State of Florida, hereinafter the "City" (collectively, Parties).

WITNESSETH, That:

WHEREAS, the County intends to design for construction of roadway and drainage improvements at the intersection of Lakeview Road and Keene Road (County Project No. 003898A or Project) in Clearwater, which will call for the adjustment, relocation and/or installation of the City utility facilities along, over and/or under the Project (Utility Design Work); and

WHEREAS, the County and the City have determined that it would be to the best interest of the general public and to the economic advantage of both Parties to enter into this Joint Project Agreement for Utility Design Work to be accomplished by the County's Engineer of Record as part of the design of the Project; and

WHEREAS, the City has expressed its desire to assume a portion of the reasonable and necessary costs to be incurred for this Utility Design Work and has requested the County to include in said Project certain plans and specifications to meet the City'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 Design Work

The City's Utility Design Work within the limits of the Project is more specifically described as the roadway, drainage, intersection improvements and the City's Utility Design Work at the Lakeview Road and Keene Road intersection. The project consists of preparing construction documents for the construction of road intersection improvements that includes a left turn lane from eastbound Lakeview Road to northbound Keene Road and a left turn lane from westbound Lakeview Road to southbound Keene Road. The overall intersection improvement is approximately 2,000 feet in length.

As part of the improvements, stormwater pipes, two (2) stormwater outfalls, underdrains, and a

five-foot wide sidewalk will be constructed. The Preliminary Engineering Report and 30 percent (%) construction plans include an analysis and recommendations for alternative routes to connect the drainage improvements within the project limits to Allen Creek. The 60 % plans through final design and construction, including the City's Utility Design Work, will be prepared. Once finalized, the 90% & 100% plans for roadway, intersection and drainage improvements will then be completed.

2. Funding

2.1 The City hereby certifies that funding for the preliminary estimated Utility Design Work cost (Exhibit A) of One Hundred Thirty Four Thousand and Seven Hundred Eighty Eight and 75/100 Dollars (\$134,788.75), plus five percent (5%) for County design/contract administration fee of Six Thousand Seven Hundred Thirty Nine and 44/100 Dollars (\$6,739.44), for a total cost of One Hundred Forty One Thousand Five Hundred Twenty Eight and 19/100 Dollars (\$141,528.19), has been appropriated and is available for deposit into an interest bearing escrow account for the purpose of payments by the County to the contractor on the City's behalf. The deposit will be due to the County no later than thirty (30) days from execution of the Agreement.

2.2 If the Utility Design Work option exceeds the amount of the preliminary estimated design cost, then subject to and in accordance with the limitations and conditions established by Subparagraph 2.1 hereof the City will deposit an amount with the County which equals the total option item plus 5% of that amount for County design/contract administration. Interest will accrue on the deposit balance and be used toward the cost of the Utility Design Work. In the event, the final actual cost of the City's portion Utility Work design is less than the amount the City deposited, including all interest earned, but excluding the 5% for County design/contract administration, the County will reimburse the City any excess escrow account funds. Should contract modifications occur that increase the cost of the Utility Work design, the City will be notified by the County accordingly. The City will pay the County within thirty (30) calendar days of notification by the County to ensure that cash on deposit with the County is sufficient to fully fund the cost of the Utility Work. The County shall notify the City as soon as it becomes apparent the actual costs will overrun the agreed amount, and the City shall pay for the cost overruns (plus a 5% administrative fee) within thirty (30) calendar days of notification by the County. However, the failure of the County to notify the City shall not relieve the City from its obligation to pay for the full cost of the Utility Work.

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

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

2.3 The County will require the Engineer of Record to comply with the following conditions. The City shall be responsible for the costs attributed to said compliance with these conditions as part of the Utility Design Work:

(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 Design Work.

3. Joint Project Activities

3.1 The County/City will prepare, at their expense, the design of plans and specifications for all the City's necessary and reimbursable Utility Design Work described above. A 30% plan set, construction cost estimate and scope for services covering all construction requirements for the Utility Design Work, designed by Burgess & Niple, Inc, dated 08/2022, and approved by the City Engineer, Tara L. Kivett, P.E., was provided to the County as construction documents.

3.2 The City will obtain all necessary permits required for future construction of the Utility Design Work. This Agreement does not relieve the City of any requirement to obtain required permits from the County. A copy of all permits required for said Utility Design Work will be provided to the County no later than **December 31, 2024**.

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

3.4 The coordination of the City's Utility Design Work with that of the Engineer of Record will be the responsibility of the County. The City will cooperate fully and immediately to resolve any delays in the project occurring as the result of the City's Utility Design Work.

3.5 All the Utility Design Work design done pursuant to this Agreement shall be in substantial accordance with the County's/City'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 City's Utility Design Work will be promptly furnished to the County.

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

3.7 The City's comments and suggestions are invited and will be considered by the County; however, all services and work under the design contract will be performed to the satisfaction of the County's Director of Public Works, who will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of such contract for Utility Design 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.

3.8 Completion of design will be determined jointly by the County and the City.

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

Ivan Dimitrov
City of Clearwater
100 South Myrtle Avenue
Clearwater, Florida 33756

3.10 Upon final payment to the Engineer of Record (EOR), the County 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 Company for a period of three (3) years after the final close out of the Project.

4. Project Managers

The primary contact for each of the Parties is:

4.1 The Project Manager for the City shall be Ivan Dimitrov or their designee ("City's Project Manager"), whose current telephone number is 727-562-4779, the email address is ivan.dimitrov@myclearwater.com and whose post office address is 100 South Myrtle Avenue, Clearwater, Florida 33756.

4.2 The Project Manager for Pinellas County shall be Kris Brown or their designee ("County's Project Manager"), whose telephone number is 727-464-3687, the email address is lkbrown@pinellascounty.org and whose post office address is 14 S. Fort Harrison Avenue, Clearwater, FL 33756.

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 County 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 sovereign immunity 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, 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 a 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 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, per the first paragraph on page one (1) of the Agreement, by the Parties and shall terminate after completion and acceptance of the Utility Design Work and upon final payment in accordance with the provisions of Paragraph 3.10 of this Agreement.

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 CLEARWATER, FLORIDA,
A municipal corporation and
political subdivision of the State of Florida

PINELLAS COUNTY, FLORIDA by
and through its County Administrator

By: Frank Hibbard
Frank Hibbard, Mayor

By: Barry A. Burton
Barry A. Burton, County Administrator

By: Jennifer Poirrier
Jennifer Poirrier, Interim City Manager

ATTEST:



By: Rosemarie Call
Rosemarie Call, City Clerk

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

APPROVED AS TO FORM:

By: Owen Kohler
Owen Kohler, Lead Assistant City Attorney

APPROVED AS TO FORM
By: Joseph Morrissey
Office of the County Attorney

OFFICIAL CITY SEAL