

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

PROJECT NAME: Trotter Road Community Streets Improvements

PROJECT LIMITS: FROM: 8th Avenue SW
TO: Hillsdale Avenue

PROJECT NO.: 16-P-578

THIS JOINT PROJECT AGREEMENT (Agreement) made and entered into on the 3rd day of Jan., 2018, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter called the "County", and the City of Largo, Florida, a municipal corporation of the State of Florida, hereinafter called the "City" (collectively, Parties).

WITNESSETH, That:

WHEREAS, the City intends to construct roadway and/or drainage improvements to Trotter Road at 8th Avenue SW to Hillsdale Avenue or "Project", which will call for the adjustment, relocation and/or installation of County utility facilities along, over and/or under the Project area ("Utility Work"); and

WHEREAS, the City's plans for the Project have been reviewed by the County and the County has had the opportunity for input into said plans; 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 the Utility Work to be accomplished by the City's contractor as part of the construction of the Project; and

WHEREAS, the County agrees to assume all reasonable and necessary costs to be incurred for this Utility Work, and has requested to 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 Utility Work within the limits of the Project (Exhibit A) is more specifically described as the replacement, relocation, or adjustment of two inch (2"), four inch (4"), six inch (6"), and twenty-four inch (24") water mains that are in conflict with the planned replacement and relocation of existing roadway culvert as part of the Project (16-P-578), and which is located on Trotter Road.

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 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. This notification will include the amount for the Utility Work option. The County will have fifteen (15) days from receipt of the City's notification to request, in writing, that the City delete this option, and to notify the City of the County's intent to perform the 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 Utility Work prior to requesting that the City delete the 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 the County, in performing the Utility Work causes a compensable delay to the City's construction of this Joint Project, the County will pay all claims and costs incurred due to its delay.

2.2 The County hereby certifies that funding for the preliminary estimated cost to complete the Utility Work cost (Exhibit A) of Five Hundred Thousand Dollars (\$500,000.00), plus 5% for City construction/contract administration/compaction and backfill testing costs of Twenty Five Thousand Dollars (\$25,000.00) for a total of Five Hundred Twenty Five Thousand Dollars (\$525,000.00), has been appropriated and is available for deposit into an interest bearing escrow account for the purpose of payments by the City to the contractor on the County's behalf. The deposit will be due to the City no later than thirty (30) days from the date of notification of the City's intent to award the construction contract. If the option item of the contractor's bid selected by the City for performance of the Utility Work exceeds the amount of the preliminary estimated Utility Work, then subject to and in accordance with the limitations and conditions established by Subparagraph 2.1 hereof regarding the County's option to remove the Utility Work, the County will deposit an amount with the City which equals the total option item plus 5% of that amount for City construction/contract administration/ compaction and backfill testing. Interest will accrue on the deposit balance and be used toward the cost of the Utility Work. In the event the final, actual cost of the Utility Work is less than the amount the County deposited, including all interest earned, but excluding the 5% for City construction/contract administration/compaction and backfill testing of the actual construction costs, the City will reimburse the County any excess escrow account funds. Should contract modifications occur that increase the cost of the Utility Work, or the estimated quantities of items provided by the County in Exhibit A are exceeded, the County will be notified by the City accordingly. The County will pay the City within thirty (30) calendar days of notification by the City to ensure that cash on deposit with the City is sufficient to fully fund the cost of the Utility Work. The City shall notify the County as soon as it becomes apparent the actual costs will overrun the award amount, and the County shall pay for the cost overruns (plus 5% administrative fee) within thirty (30) calendar days of notification by the City. However, failure of the City to so notify the County shall not relieve the County from its obligation to pay for the full cost of the Utility Work.

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

City of Largo,
Finance Department, Kimball Adams, CPA
201 Highland Avenue
P.O. Box 296
Largo, FL 33779

2.3 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 Utility Work:

(A) Indemnify, hold harmless, pay 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, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the Project or the Utility Work;

(B) Provide a dual obligee bond in the full amount of the Project, naming the City and the County 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 successful contractor. The City and the County will be named as additional insured entities and certificate holders in both the invitation to bid and the executed contract.

3. Joint Project Activities

3.1 The County will prepare, at its expense, the design of plans and specifications for all the County's necessary Utility Work and reimbursable Utility Work described above and will furnish to the City no later than October 31, 2017, complete and 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 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 Utility Work said estimate to be satisfactory to the City. 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 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 Utility Work plans, and the City will cooperate with the County to this end.

3.3 The County will obtain all necessary Florida Department of Transportation or other jurisdiction permits required for construction of the Utility Work. A copy of all permits required for said Utility Work will be provided to the City no later than November 30, 2017.

3.4 The City will issue a "Right-of-Way Utilization Permit" upon execution of the Agreement by both Parties. This permit will not be subject to any required fees.

3.5 All surveys for construction of the Utility Work will be furnished by the successful contractor.

3.6 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.

3.7 All of the Utility Work done pursuant to this Agreement shall be done in substantial accordance with the plans and specifications of the County, which plans, and specifications are, by reference hereto, made a part hereof. 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.

3.8 During construction of the County's Utility Work, the County will provide the necessary construction and engineering inspection for the County's Utility Work to determine if the Utility Work is in substantial compliance with the plans and specifications, and provide all required testing associated with the County's Utility Work, excluding backfill and compaction testing in accordance with City of Largo Minimum Testing Frequency Requirements, and provide results to the City for same. The contractor shall contact the County's Public Works Construction Division at 727-464-3631 within 24 hours prior to commencement of any County Utility Work to schedule the appropriate inspection and pressure testing. The County's inspector will immediately notify the City inspector of any objections to the Utility Work.

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

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

3.11 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 of Largo, Assistant City Manager, who will decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of such contract for 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.

3.12 Upon completion of the entire Project, which will be determined jointly by the City and the County, the County will own, control, maintain and be responsible for all County utility facilities in accordance with the terms of the Right-of-Way Utilization Permit. The County will maintain and keep in repair, or cause to be maintained and kept in repair, all of such constructed utilities facilities.

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

Guillermo (Billy) Bay
Pinellas County Utilities Engineering
14 S. Fort Harrison Avenue, 6th Floor
Clearwater, FL 33756

3.14 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.

3.15 Upon completion of the entire Project, the Contractor will supply "as built" ("Record") standard size sheet (11" x 17" or 24" x 36") Utility Work plans to the City, who in turn will within one hundred eighty (180) days, furnish the County with one (1) set.

3.16 Upon completion of the entire Project, the City will insure that any warranties, including warranties for materials, equipment, and workmanship related to the Utility Work are assigned to the County.

4. Project Managers

The primary contact for each of the Parties is:

4.1 The Project Manager for City of Largo shall be Rafal Cieslak or their designee ("City's Project Manager"), whose telephone number is 727.587.6713 x4421 and whose post office address is 201 Highland Avenue, Largo, FL 33779.

4.2 The Project Manager for Pinellas County shall be Guillermo (Billy) Bay or their designee ("County's Project Manager"), whose telephone number is 727.464.4220 and whose post office address is 14 S. Fort Harrison Avenue, (6th Floor), Clearwater, FL 33756.

4.3 Each Party may designate a replacement Project Manager by giving notice of such designation 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 agents' acts of negligence, when such 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, if hand delivered, or 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 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. Approval

This Agreement is subject to approval by the City and the County.

17. 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.

18. 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 Utility Work 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 three hundred sixty-five (365) 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

By: [Signature]
Mayor

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

By: [Signature]
VICE Chairperson

ATTEST:

By: [Signature]
City Clerk



ATTEST: Ken Burke, Clerk

By: [Signature]
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

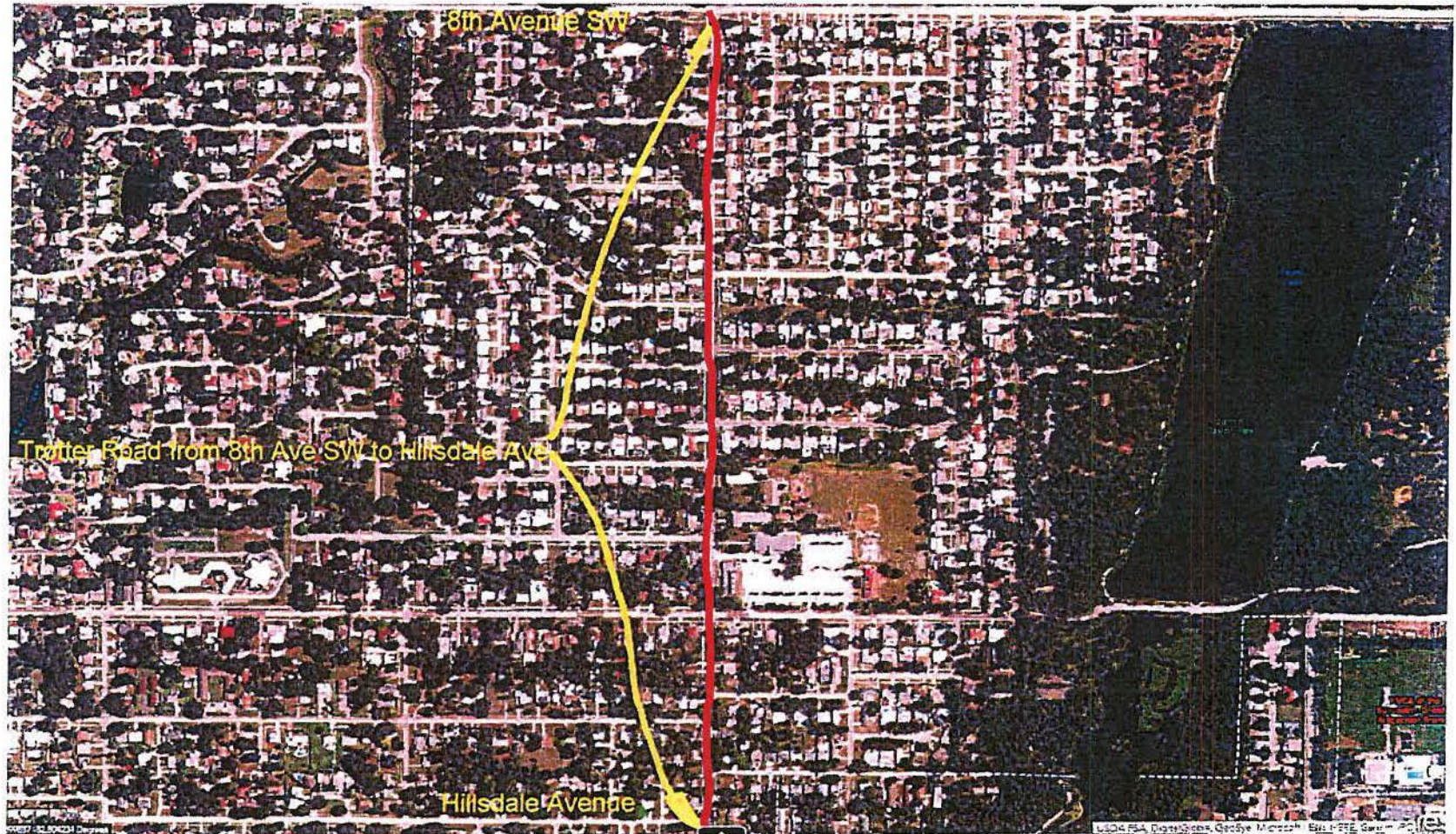
Reviewed and Approved:

By: [Signature]
City Attorney

APPROVED AS TO FORM:

By: [Signature]
Office of the County Attorney

EXHIBIT A - TROTTER ROAD AND DRAINAGE IMPROVEMENTS (UTILITY RELOCATION)





City of Largo Agenda Item 5

Meeting Date
01/02/18

Presenter: **Rafal Cieslak P.E., Assistant Director**

Department: **EN – Engineering Services**

TITLE:

AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT PROJECT AGREEMENT (JPA) BETWEEN PINELLAS COUNTY AND THE CITY OF LARGO FOR THE RELOCATION OF COUNTY UTILITIES FOR THE TROTTER ROAD COMMUNITY STREETS IMPROVEMENTS PROJECT

The Joint Project Agreement (JPA) between Pinellas County and the City of Largo is for the replacement, relocation, or adjustment of two inch (2”), four inch (4”), six inch (6”), and twenty four inch (24”) water mains that are in conflict with the planned replacement and relocation of existing roadway infrastructure as part of the Trotter Road project. The Trotter Road project will reconstruct a segment of Trotter Road from 8th Avenue SW to Hillsdale Avenue SW. This project will improve bicycle and pedestrian levels of service and safety, by modifying the urban section, including: curb, sidewalk, bicycle facilities, intersection improvements, traffic calming, street trees, and stormwater conveyance.

The County is obligated, as are all public and private utility owners, to move its infrastructure, either with its own contractor prior to commencement of construction, or through an agreement with the City, where the City’s contractor performs the work. This JPA allows the County to enter into an agreement with the City whereby the design of the County utilities will be incorporated into the City bid documents and the City’s contractor and contract mechanism will be utilized for performance of the County’s utility relocation.

On August 15, 2017 the City Commission approved David Nelson Construction Company’s Guaranteed Maximum Price (GMP) for the Trotter Road project which included the County utility work as a separate option item in the GMP. The County has reviewed the GMP option and has agreed to use David Nelson Construction to complete the utility relocation. City and Pinellas County staff have negotiated the terms of a Joint Project Agreement. Under the agreement, the County agrees to pay the additional cost to offset the Pinellas County utility water lines. The estimated cost to offset several water line conflicts is \$525,000.

(Continue on Page 2)

Budgeted Amount: Budget Page No(s): Available Amount: Expenditure Amount:

Additional Budgetary Information:

Funding Source(s): Sufficient Funds Available: Yes No Budget Amendment Required: Yes No Source:

City Attorney Reviewed: Yes No N/A Advisory Board Recommendation: For Against N/A Consistent With: Yes No N/A

Potential Motion/ Direction Requested:

Staff Contact:

Attachments:

The JPA has the following requirements:

- The funds will be deposited into an interest bearing escrow account for the purpose of payments by the City to the contractor on the County's behalf.
- If the actual cost to the County is less than the estimated amount, the additional funds will be returned to the County at the end of the project.
- The County will deposit an amount with the City which is equal to the total option item plus 5% of that amount for the City construction/contract administration/compaction and backfill testing.
- 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 of Largo.
- Upon completion of the entire project, the County will own, control, maintain and be responsible for all County utility facilities in accordance with the terms of the Right-of-Way Utilization Permit.

The JPA was approved by the Board of County Commissioners on November 28, 2017. A copy of the agreement has been sent to the City Commission electronically, and posted to the City's website.