

JOINT PROJECT AGREEMENT

BETWEEN PINELLAS COUNTY AND THE CITY OF MADEIRA BEACH FOR CONSTRUCTION SERVICES FOR THE RELOCATION AND REPLACEMENT OF PINELLAS COUNTY WATER MAINS, SEWER GRAVITY MAINS, FORCEMAINS AND RECLAIMED WATER MAINS OWNED AND MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED CITY OF MADEIRA BEACH ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG 129TH AVENUE EAST, 131ST AVENUE EAST, EAST END LANE, BOARDWALK PLACE, AND PELICAN LANE ROADWAYS.

SECTION 1 INTENT OF AGREEMENT

This AGREEMENT, made and entered into this 4th day of September, 2025, by and between **PINELLAS COUNTY** a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the **CITY OF MADEIRA BEACH, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively "PARTIES".

WITNESSETH that:

WHEREAS the CITY desires to construct roadway and drainage system improvements along 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane; and

WHEREAS, the COUNTY owns and operates potable water mains, fire hydrants, service lines, connections, water meters, gravity sewer mains, lateral services, force mains, reclaimed water mains, reclaimed water services, manholes, gate valves and miscellaneous utility appurtenances that require relocation and replacement along 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane, as described in Exhibit A; herein referred to as "COUNTY UTILITY WORK," and

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the parties hereby mutually agree as follows:

SECTION 2 SCOPE OF CONSTRUCTION SERVICES

The scope of Construction Services for the PROJECT shall include the following:

As part of the City of Madeira Beach's 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane roadway and drainage improvements, some of the existing watermain, reclaimed water and gravity sewer mains owned by COUNTY conflicts with the proposed road and drainage improvements and will be replaced or realigned to accommodate the proposed project improvements. The existing water mains are composed of 6-inch and 12-inch watermain with some being old cast-iron pipes and substandard thin wall PVC Conduit pipes that have surpassed their useful life. At 131st Avenue East, COUNTY proposes to install a new 6" HDPE or PVC watermain approximately 400 LF. At 129th Avenue East, COUNTY proposes to install a 12" HDPE or PVC x approximately 700 LF. At Pelican Lane, COUNTY proposes to install a new 6" HDPE or PVC x approximately 1086 LF and At East End Lane and Boardwalk Place. The COUNTY proposes to install a new 6" HDPE or PVC watermain approximately 650 LF. Part of the project will be installing a minimum of 3 new fire hydrants and new service lines, meter boxes and Automatic Meter Readers (AMR) to the project areas. There might be some minor reclaimed water and gravity sewer relocation and replacement due to the potential road and drainage conflict. ("COUNTY UTILITY WORK")

SECTION 3 SERVICES TO BE PROVIDED BY THE CITY

Preceding this agreement, the COUNTY hired the services of one of it's Small Business Enterprise Consultants to design the COUNTY UTILITY WORK as part of the CITY's 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane roadway and drainage improvement project (the "PROJECT"). Upon acceptance and approval of the construction plans and specifications by all parties, the CITY shall hire a private contractor to construct the COUNTY UTILITY WORK.

The COUNTY shall reimburse the CITY for the cost of the construction of the COUNTY UTILITY WORK as set forth in Section 5 below. The CITY shall not be obligated to provide work by its private contractor for the COUNTY UTILITY WORK that exceeds One Million Nine Hundred Thirty-Six Thousand Dollars and 00/100 (\$1,936,000.00) for the cost of said work.

The CITY will provide a representative to attend construction meetings and inspect the construction of the roadway and drainage improvements to ensure that construction is completed in accordance with the construction plans and specifications.

Upon completion of the COUNTY UTILITY WORK, the CITY shall ensure that any warranties, including materials, equipment, workmanship, and closeout documents, by the contractor constructing the COUNTY UTILITY WORK, is passed on to the COUNTY under the same terms and conditions as that warranty applies to facilities constructed or installed on behalf of the CITY.

SECTION 4 SERVICES TO BE PROVIDED BY THE COUNTY

The COUNTY will provide a representative to attend construction meetings and inspect the construction of the COUNTY UTILITY WORK to ensure that COUNTY standards are met.

The COUNTY will submit and obtain any permits associated with the relocation of the COUNTY'S utilities and operation of the COUNTY UTILITY WORK.

When construction of the COUNTY UTILITY WORK is completed, the COUNTY shall own, operate, and maintain the upgrades to the COUNTY UTILITY WORK.

SECTION 5 FUNDING AND INVOICING

The COUNTY will pay 100% of the total cost of construction and relocation of the COUNTY UTILITY WORK along 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane, which shall not exceed One Million Seven Hundred Sixty Thousand Dollars and 00/100 (\$1,760,000.00).

The COUNTY will pay an additional ten percent (10%) of the total cost of construction services which shall not exceed One Hundred Seventy-Six Thousand Dollars and 00/100 (\$176,000.00), that will cover mobilization, maintenance of traffic and miscellaneous administrative fees of the COUNTY UTILITY WORK.

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, not to exceed One Million Nine Hundred Thirty-Six Thousand Dollars and 00/100 (\$1,936,000.00) upon approval of the COUNTY Project Manager. The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects.

During construction management, the CITY shall process invoices from the CITY's engineering consultant and construction contractor and submit copies to the COUNTY along with progress reports and requests for payment.

SECTION 6 BONDS, INSURANCE, AND INDEMNIFICATION

The CITY will require the construction 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, subject to the total not-to-exceed figure established in Section 5:

- 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 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 naming the COUNTY and the CITY as additional insured entities and certificate holders.

SECTION 7 ACCOUNTING RECORDS

Records of expenses pertaining to all construction services performed by the CITY's approved contractor related to the PROJECT, shall be kept in accordance with generally recognized accounting principles and procedures.

SECTION 8 EFFECTIVE DATE

This Agreement shall take effect immediately upon filing with the Clerk of the Circuit Court in Pinellas County in accordance with Florida Statutes, Section 163.01(11), and shall continue in full force and affect until the CITY provides to the COUNTY mutually agreeable documentation which substantiates that this Agreement has been fully performed and COUNTY has paid all invoices under Section 5.

SECTION 9 TERMINATION

Upon written notice, this Agreement may be terminated by any of the PARTIES in the event of substantial failure of another party to fulfill its obligation under this Agreement through no fault of the terminating party. This Agreement shall be deemed terminated on the fifteenth (15th) day after receipt of written notice of termination. The CITY, however, shall be entitled to receive payment for all work completed as of the date of termination.

SECTION 10

NOTICE

All notices or reports under this Agreement shall be directed to the following addresses:

Project Manager for the COUNTY: Shannon Ransom
Utilities Planning & Project Management 14
S. Ft. Harrison Avenue, 6th Floor
Clearwater, FL 33756

Project Manager for the CITY: Megan Wepfer
Public Works Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL. 33708

Engineer of Record for the CITY: Albert Carrier, P.E.
Principal, Tera Mara Consulting

Civil Engineers, Land Surveyors
11722 Walker Ave
Seminole, FL 33772

SECTION 11 ENTIRE AGREEMENT

This document, along with Exhibit A, shall constitute the entire agreement between the PARTIES regarding the construction of the COUNTY UTILITY WORK. 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. This agreement may be amended only by written instrument signed by both PARTIES. This Agreement shall be binding upon the PARTIES, their successors, assigns and legal representatives.

SECTION 12 ADDITIONAL PROVISIONS

12.1 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.

12.2 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.

12.3 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.

12.4 Assignment

This Agreement may not be assigned.

12.5 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.

12.6. 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.

12.7. 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.

12.8. 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.

12.9. 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.

IN WITNESS WHEREOF, the PARTIES hereto, or their lawful representative, have executed this Agreement as of the date first above written.

CITY OF MADEIRA BEACH,
a municipal corporation
of the State of Florida

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

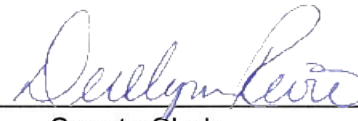
By: 
Anne-Marie Brooks, Mayor

By: 
Chairman

ATTEST:

By: 
Clara VanBlargan, MMC, MSM, City Clerk

WITNESS:

By: 
County Clerk



APPROVED AS TO FORM:

By: 
Thomas J. Trask, City Attorney

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

APPROVED AS TO FORM

By: Miles Belknap
Office of the County Attorney

BID PROPOSAL					
Project: 90% AERA 5 129th and 131st Ave E DRAINAGE & ROADWAY IMPROVEMENTS					
BID ITEM		UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)
1.0	Mobilization and Site Preparation				
1.1	Mobilization	LS	1	\$150,000	\$ 150,000.00
1.2	Maintenance of Traffic	LS	1	\$75,000	\$ 75,000.00
1.3	Erosion Control and Floating Turbidity	LS	1	\$12,000	\$ 12,000.00
1.4	Project Sign	LS	1	\$1,500	\$ 1,500.00
1.5	Root Pruning with Root Barrier	LF	100	\$8	\$ 800.00
1.6	Sprinklers (Yard Frontage)	LF	2,500	\$8	\$ 20,000.00
					\$ -
Subtotal - General (1.1 - 1.6)					\$ 259,300.00
2.0	Earthwork				
2.1	Demolition	LS	1	\$135,000	\$ 135,000.00
2.2	Remove Unsuitable Material	CY	500	\$90	\$ 45,000.00
2.3	Sod	SF	15,000	\$3	\$ 37,500.00
2.4	Outfall Restoration between homes (4 Locations)				
2.4a	310 129th Ave E				
	Remove chainlink fence	LF	60	\$35	\$ 2,100.00
	Construct 6' PVC fence	LF	60	\$60	\$ 3,600.00
	Buttonwood Trees 15 gal	EA	2	\$500	\$ 1,000.00
					\$ -
2.4b	443 & 447 129th				
	Remove trees and planter	EA	1	\$1,200	\$ 1,200.00
	Areca Palm 15 Gallon	EA	3	\$450	\$ 1,350.00
	Restore Shell 4"	SF	700	\$10	\$ 7,000.00
	Fox Palm Trees 15 gal	EA	2	\$500	\$ 1,000.00
2.4c	480 & 500 129th				
	Remove Wood Fence	LF	60	\$35	\$ 2,100.00
	Install PVC fence with gate	LF	60	\$65	\$ 3,900.00
	Areca Palm 15 Gallon	EA	5	\$500	\$ 2,500.00
2.4d	523 & 525 129th Av E				
	Remove Oak Tree	EA	1	\$3,000	\$ 3,000.00

	Replace Oak Tree 40 gal	EA	1	\$1,000	\$	1,000.00
	Construct Seawall	LF	44	\$650	\$	28,600.00
	City Easement at 131st Ave E Outfall					
					\$	-
2.5	Flowable Fill	CY	75	\$350	\$	26,250.00
Subtotal - Earthwork (2.1 - 2.5)					\$	302,100.00
3.0	Drainage					
3.1	Seawall Repair at Storm Pipe Outfall	EA	5	\$6,500	\$	32,500.00
3.2	Manatee Protection Poles at Outfall	EA	5	\$4,500	\$	22,500.00
3.3	Storm Manhole with 4' bottom	EA	4	\$5,500	\$	22,000.00
3.4	FDOT Type C Grate Inlet (with concrete surrounding inlet)	EA	16	\$6,000	\$	96,000.00
3.5	FDOT Type E, Cast Iron Grate Inlet (with concrete surrounding inlet)	EA	3	\$7,200	\$	21,600.00
3.6	15" RCP Class IV	LF	380	\$175	\$	66,500.00
3.7	18" RCP Class IV	LF	1000	\$220	\$	220,000.00
3.8	36" RCP Class IV	LF	130	\$275	\$	35,750.00
3.9	12" PVC DR 18	LF	200	\$350	\$	70,000.00
3.10	Conflict Box, if needed	EA	1	\$9,000	\$	9,000.00
Subtotal - Drainage (3.1 - 3.10)					\$	595,850.00
4.0	Paving and Marking					
4.1	8" Base for pipe trench.	SY	1,500	\$35	\$	52,500.00
4.2	Mill 1.5" & Resurface 2" FDOT Asphalt (SP12.5)	SY	3,500	\$57	\$	199,500.00
4.3	Valley Gutter (FDOT INDEX 300)	LF	5100	\$24	\$	122,400.00
4.4	Concrete Drive Replacement 6" (3' BOC)	SY	2,000	\$30	\$	60,000.00
4.5	Paver Drive Replacement w/ concrete ribbon (R & R where possible)	SY	500	\$90	\$	45,000.00
4.6	Gravel & Shell Replacements (4")	SF	1,000	\$18	\$	18,000.00
4.7	24" Pavement Markings (Stop Bar)	LF	60	\$12	\$	720.00
4.8	D curb	LF	50	\$25	\$	1,250.00
Subtotal - Paving and Marking (4.1 - 4.8)					\$	499,370.00

SUBTOTAL (1.0, 2.0, 3.0 and 4.0)						\$	1,656,620.00
Total - 20% Contingency						\$	414,155.00
MB TOTAL (1.0, 2.0, 3.0 and 4.0)						\$	2,070,775.00
PINELLAS COUNTY UTILITIES							
5.0	PC#	Utilities - Sanitary Sewer					
5.1	SS-333301-301-08D-1416	8" DI Pipe Class 350	LF	20	\$350	\$	7,000.00
5.2	SS-333301-301-960006	Adjust & Furnish 6" SS Service Lateral with CO, (if needed)	EA	15	\$1,050	\$	15,750.00
5.3	SS-333900-302-K002	Adjust Sanitary Manhole Rim & Cover, (outside of pavement)	EA	3	\$750	\$	2,250.00
5.4	SS-333900-302-K001	Adjust Sanitary Manhole Rim & Cover, (in pavement)	EA	5	\$950	\$	4,750.00
5.5	SS999-0000	Unspecified Work (Allowance)	LS	1	\$25,000	\$	25,000.00
						\$	-
Subtotal - Utilities - Sanitary (5.1-5.5)						\$	54,750.00
TOTAL (5.0)						\$	54,750.00
6.0	PC#	Utilities - Potable Water					
6.1	PW-331101-304-12P18	12" Dia. PVC C-900 DR18	LF	800	\$250	\$	200,000.00
6.2	PW-331101-304-06P18	6" Dia. PVC C-900 DR18	LF	2,000	\$172	\$	344,000.00
6.3	PW-331101-305-90204	Remove Out of Service Pipe 2" to 4"	LF	350	\$125	\$	43,750.00
6.4	PW331101-309-9001	Adjust valve box to finished grade (in pavement)	EA	5	\$600	\$	3,000.00
6.5	PW-331101-501-0004	4" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	1	\$6,500	\$	6,500.00
6.6	PW-331101-309-12RW515	12" RWGV & Box C 515	EA	3	\$9,500	\$	28,500.00
6.7	PW-331101-309-06RW515	6" RWGV & Box C 515	EA	10	\$6,500	\$	65,000.00
6.8	PW-331101-314-02LS	2" service connections w/ sleeve (Long Side)	EA	4	\$6,300	\$	25,200.00
6.9	PW-331101-314-01LS	1" service connections w/ sleeve (Long Side)	EA	9	\$5,300	\$	47,700.00

8.0	PC#	MISC. ITEMS				
8.1	005-0705	As-Built Survey	LS	1	\$3,500	\$ 3,500.00
8.2	PW-999-0002	Driveway Restoration, 6" conc. in County ROW	SY	750	\$30	\$ 22,500.00
8.3	PW-999-0003	Driveway Pavers	SY	900	\$90	\$ 81,000.00
8.4	204-1000	8" Base Crush Conc for water main crossings	SY	400	\$55	\$ 22,000.00
8.5	PW-999-0004	Asphalt Replacement	SY	700	\$75	\$ 52,500.00
8.6	PW-999-0005	Shell / Rock Restoration driveways	SY	600	\$75	\$ 45,000.00
8.7	575-0110 (SS)	SOD, Replace In Kind	SY	500	\$4	\$ 2,000.00
8.8	999-0000	Unspecified Work (Allowance)	EA	1	\$15,000	\$ 15,000.00
						\$ -
Subtotal -PINELLAS COUNTY MISC.(8.1 - 8.8)						\$ 240,000.00
PINELLAS COUNTY TOTAL (5.0-8.0)						\$ 1,555,378.00
OVERALL CONSTRUCTION COST						\$ 3,626,153.00

OPTION A						
OP_A	Drainage Option Between Homes (OUTFALLS)					
OP-A1	ConTech A2000 18"	LF	373	\$175	\$	65,275.00
Subtotal - Paving and Marking (OP-A1)						\$ 65,275.00
Subtotal - Drainage Option Between Homes (OP-A1)						\$ 65,275.00

Exhibit A

129th Ave and 131st Ave, City of Madera Beach JPA



Designed by:
Drawn by:
Approved by:

Pinal County Utilities GIS Disclaimer
The information being provided is made available as a public service. Maps and data are to be used for reference purposes only. The data contained on the Pinal County Utilities Department (PCU) Geographic Information System is subject to constant change. PCU, its agents, consultants, contractors and employees provide this information AS IS, without warranty of any kind implied or expressed, including the implied warranties and merchantability and fitness for a particular purpose, as to the information being accurate or complete.

Map information is believed to be accurate but accuracy is not guaranteed. With knowledge of the foregoing, by proceeding to use PCU's GIS data, each user agrees to waive, release and indemnify PCU, its agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages or injury or property arising from the use or inability to use the PCU's GIS. The GIS information is not a replacement for locating buried utilities by contacting Sunshine 811, performing field location and Surface Utilities Engineering (SUE).