

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

PROJECT NAME: 22nd Avenue South Sidewalk and Roadway Improvements

PROJECT LIMITS: 58th Street South to 34th Street South

COUNTY PROJECT IDENTIFICATION NO.: 000087A

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

WITNESSETH, That:

WHEREAS, the County intends to construct sidewalk and roadway improvements on 22nd Avenue South (“County Project No. 000087A” or “Project”), which will call for the adjustment, relocation and/or installation of the City’s utility facilities along, over and/or under the Project (“Utility Work”); and

WHEREAS, the County’s plans for the Project 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 to the best interest of the general public and to the economic advantage of both Parties to enter into this Project Agreement for the Utility Work to be accomplished by the County’s contractor as part of the construction of the Project; and

WHEREAS, the City has expressed its desire to assume all reasonable and necessary costs to be incurred for this Utility 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 Work

The Utility Work within the limits of the Project is more specifically described as the replacement, relocation or adjustment of approximately 378 linear feet of 30 inch ductile iron pipe, 24 linear feet of 24 inch ductile iron pipe, 606 linear feet of 12 inch ductile iron pipe, 1082 linear feet of 8 inch ductile iron pipe, and 57 linear feet of 6 inch ductile iron pipe that is in conflict with the proposed roadway construction improvements as part of County PID No. 000087A, located on **22nd Avenue South**.

2. Funding

2.1 The County 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 County receives, opens, and evaluates the bids, the County will notify the City, in writing, of the County's intent to award the contract ("Notification"). This Notification will include the amount for the Utility Work option. The bid will be awarded based upon the bids received for the Project including any Utility Work options. The City will have fifteen (15) days from receipt of the County's notification to request, in writing, that the County delete the Utility Work option from the County's award of bid/construction contract, and to notify the County of the City's intent to perform the Utility Work with the City's own forces or its own contractor. In order not to delay the construction of the Project, the City must show that it is ready and able to perform all Utility Work prior to requesting that the County delete the Utility Work option from the contract award. The City does not have the right to delay or affect, in any way, the award of the contract. In the event the City performs the Utility Work with the City's own forces or its own contractor, and in performing the Utility Work causes a compensable delay to the County's construction of this Project, the City will pay all claims and costs incurred due to its delay.

2.2 The City hereby certifies that funding for the preliminary estimated Utility Work cost (Exhibit A) of one million five hundred seventy seven thousand three hundred and 00/100 Dollars (\$1,577,300.00), plus 5% for County construction/contract administration/compaction and backfill testing costs of seventy eight thousand eight hundred sixty five and 00/100 Dollars (\$78,865.00), for a total cost of one million six hundred fifty six thousand one hundred and sixty five and 00/100 Dollars (\$1,656,165.00) 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 after the date of Notification of the County's intent to award the construction contract. If the Utility Work option portion of the contractor's bid selected by the County for performance of the Utility Work exceeds the amount of the preliminary estimated Utility Work, then, unless the City exercises its option pursuant to Subparagraph 2.1 to delete the Utility Work option from the award, the City will deposit an amount with the County which equals the total option item plus 5% of that amount for County construction/contract administration/compaction and backfill testing. Interest will accrue on the deposit balance and may 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 City deposited, including all interest accrued, but excluding the 5% for County construction/contract administration/compaction and backfill testing, the County will reimburse the City any excess escrow account funds within thirty (30) days after the County provides final payment to the contractor. Should contract modifications be anticipated that would increase the cost of the Utility Work, or if the estimated quantities of items provided by the City in Exhibit A are anticipated to be exceeded, the County shall provide written notice of the anticipated change to the City for the City's review and approval prior to the County's approval of the change. If the City fails to object to such change within fifteen (15) days after receipt of the written notice, the City will be deemed to have approved of such change. The City will pay the County within thirty (30) calendar days (or a longer period if the City determines, in its sole and absolute discretion, that additional time is needed for the City to obtain any necessary approvals to issue such payment) after the City's approval of the change 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 for the Utility Work will overrun the award amount, and, subject to the City's review and approval of changes as required under this Subparagraph 2.2, the City shall pay for the cost overruns (plus 5% administrative fee) within thirty (30) calendar days (or a longer period of time if the City determines, in its sole and absolute discretion, that additional time is needed for the City to obtain any necessary approvals to issue such payment) after the City's approval.

All deposits and amounts due to the County referenced in Subparagraph 2.2 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 successful contractor to comply with the following conditions and will require bidders to ensure that the bid amount for the Utility Work option includes all costs attributed to said compliance with these conditions as part of the Utility 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 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 the successful contractor. Both the County's invitation to bid and the construction contract will require that the Contractor name the County and the City as additional insured entities and certificate holders.

3. Joint Project Activities

3.1 The City will prepare, at its expense, the design of plans and specifications for all the City's necessary Utility Work and reimbursable Utility Work described above and will furnish to the County no later than November 18th, 2022, 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 County. The plans and specifications will be signed and sealed by a Registered Professional Engineer in the State of Florida.

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

3.3 The City will obtain all necessary permits required for construction of the Utility 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 Work will be provided to the County no later than November 18th, 2022.

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

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

3.6 The County will require that the selected contractor complete all of the Utility Work in substantial accordance with the City's plans and specifications, which plans and specifications are incorporated herein by reference. Upon a request from the County, the City will promptly furnish to the County all information required for field changes, change orders, or supplemental agreements pertaining to the Utility Work.

3.7 During construction of the Utility Work, the City will provide the necessary construction and engineering inspection for the 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 Utility Work, excluding backfill and compaction testing in accordance with Pinellas County Minimum Testing Frequency Requirements, and provide results to the County for same. The County shall require that its contractor contact Tim Hume with the **City's Engineering Inspection Division at 727-892-5605 within 24 hours** prior to commencement of any City Utility Work to schedule the appropriate inspection and pressure testing. The City's inspector will immediately notify the County inspector of any objections to the Utility Work resulting from such inspection and testing.

3.8 The City 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 City's existing utilities for the Project, not included in the Utility Work, will be the sole responsibility of the City. All such work is to be coordinated with the construction of this Project and in a manner that will not cause delay to the County's Project contractor.

3.10 The City's comments and suggestions are invited and will be considered by the County; however, all services and work under the construction 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 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 City will own, control, maintain and be responsible for all City utility facilities in accordance with the terms of the County issued Utilization Permit. The City will maintain and keep in repair, or cause to be maintained and kept in repair, all of such constructed utilities facilities.

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

Grace Kraemer
Engineering & Capital Improvements Dept.
City of St. Petersburg
1 4th St. N, 7th Floor
St. Petersburg, Florida 33701-2842

3.13 Upon final payment to the contractor, 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 City 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") Utility Work plans to the County, who in turn will within ninety (90) days, furnish the City with one (1) set.

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

4. Project Managers

The primary contact for each of the Parties is:

4.1 The Project Manager for the City shall be Jeff Rzewnicki or his designee ("City's Project Manager"), whose current telephone number is 727-892-5384, email address is Jeffrey.Rzewnicki@stpete.org and whose post office address is:
Engineering and Capital Improvements Department
City of St. Petersburg
One Fourth Street North, 7th Floor Engineering Dept.

St. Petersburg, FL 33701-2842

4.2 The Project Manager for Pinellas County shall be Kathy Fernandez or her designee ("County's Project Manager"), whose telephone number is 727-464-3695, email address is krfernandez@pinellas.gov 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 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 Paragraph 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. County Fiscal Funding

The obligations of the County 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. City Non-Appropriation

The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential city services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.

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 and final completion of the Project in accordance with the provisions of Paragraphs 3.13 and 3.14 of this Agreement. If the County 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 may be terminated upon written notice by either party to the other party, and any payments made by the City to the County shall be refunded in full by the County within thirty (30) days after such written notice. If the County decides not to proceed with issuing bids for the Project or if the County rejects all bids received, the City may terminate this Agreement by providing no less than thirty (30) days' written notice of termination to the County, and any payments made by the City to the County shall be refunded in full by the County within thirty (30) days after the effective date of termination.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE
FOLLOWS]**

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 ST. PETERSBURG, FLORIDA,
A municipal corporation and
political subdivision of the State of Florida

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

By: *Kenneth T. Welch*
Kenneth T. Welch
Mayor

By: _____
Charlie Justice
Chairman

By: *Robert Gerdes*
Robert Gerdes
City Manager

ATTEST:

ATTEST: Ken Burke, Clerk of the Circuit
Court

By: *Patricia A. Behrman*
for Chan Srinivasa *Assistant*
City Clerk *Clerk*

By: _____
Deputy Clerk



APPROVED AS TO FORM

By: *Shawn Michmaricy*
City Attorney (designee)
00646628

By: _____
Joseph Morrissey
Office of County Attorney

APPROVED AS TO FORM

By: *Joseph Morrissey*
Office of the County Attorney