

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org



D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: D. ALBREY ARRINGTON, Ph.D.
Executive Director

FROM: CLINTON R. YERKES
Deputy Executive Director

DATE: OCTOBER 28, 2015

SUBJECT: JOINT PROJECT AGREEMENT – TOWN OF JUPITER
A1A Reconstruction

Over the past several years the District has worked collaboratively with the Town of Jupiter on the A1A Reconstruction between Jupiter Beach Road and US #1.

During that time various District facilities were relocated, replaced or modified as necessary to accommodate new utilities and road improvements in the area. As it was not determined what the exact cost would be of these modifications and the associated engineering services the Town agreed to cap the District cost at \$50,000.00.

The attached agreement for Joint Project Participation was prepared to reflect the entirety of the services provided and provides an Exhibit documenting specific items included in the contract.

The following motion is suggested for approval of this item:

“That the District Governing Board authorize the Executive Director to execute the agreement for the Joint Project Participation In The Reconstruction of A1A From Jupiter Beach Road to US 1, in an amount not to exceed \$50,000.00.”

Should you have any questions please contact me.

V:/cip/proj/a1a bikepath fm/jpa board memo

Gordon M. Boggie
Board Member

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

**AGREEMENT BETWEEN THE
LOXAHATCHEE ENVIRONMENTAL CONTROL DISTRICT
AND
THE TOWN OF JUPITER
FOR
THE JOINT PROJECT PARTICIPATION IN THE RECONSTRUCTION OF A1A FROM JUPITER
BEACH ROAD TO US 1**

THIS AGREEMENT, hereinafter referred to as the AGREEMENT, made and entered into this..... day of, 2015, by and between the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, hereinafter referred to as “LRD”, and the TOWN OF JUPITER, hereinafter referred to as the “TOWN”

WITNESSETH:

WHEREAS, the LRD and TOWN are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their power by enabling them to cooperate with other agencies on a basis of mutual advantage; and

WHEREAS, the TOWN has cause to prepare plans and specifications for the Reconstruction of A1A from Jupiter Beach Road to US 1, herein referred to as the PROJECT; and

WHEREAS, a portion of this work is related to existing and new LRD infrastructure including existing gravity mains, force mains and other appurtenances and structures; and

WHEREAS, TOWN has anticipated the necessity to make certain utility adjustments as part of the PROJECT, which include or affect LRD infrastructure, and

WHEREAS, the LRD and TOWN declare that it is in the public’s interest to make these necessary utility adjustments as part of the TOWN PROJECT and under one contract;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the TOWN and LRD do hereby agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.
2. The TOWN agrees to perform the following LRD work:
 - A. Execute a work authorization with Calvin Giordano and Associates, Inc. for the engineering services including: data collection, design, permitting, public coordination, and bidding for the PROJECT.
 - B. Select and enter into a contract with Johnson-Davis, Inc. the lowest responsive, responsible bidder for the PROJECT, according to the TOWN’s procurement procedures.
3. LRD agrees to reimburse the TOWN for the LRD WORK in the amount of \$50,000.00, calculated as shown in Attachment “A” of this document. LRD shall have 30 days after receipt of the TOWN’S reimbursement invoice to submit payment to the TOWN.
4. The parties agree to budget sufficient funds for the Project. However, once the construction contract has commenced, it shall be prosecuted to completion and this Agreement shall be binding upon the parties and neither party shall have the right to terminate the subject Agreement for the reason that sufficient funds are not available for the construction project.

5. TOWN shall indemnify, defend, and hold harmless the LRD against any actions, claims, or damages arising out of TOWN'S negligence in connection with this Agreement to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the LRD for the LRD'S negligent acts or omissions.
6. The LRD shall indemnify, defend, and hold harmless TOWN against any actions, claims, or damages arising out of the LRD'S negligence in connection with this Agreement to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify TOWN for TOWN'S negligent acts or omissions.

7. MISCELLANEOUS PROVISIONS:

Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered by prepaid express overnight courier or messenger service, or mailed by registered or certified mail to the following addresses:

As to TOWN: Town of Jupiter Engineering Department
Attn: Thomas V. Driscoll, P.E.
Director of Engineering & Public Works
210 Military Trail
Jupiter, Florida 33458
Phone: 561-741-2215
Fax: 561-741-2515

As to LRD: Loxahatchee River District
Attn: Clinton R. Yerkes
Deputy Director
2500 Jupiter Park Drive
Jupiter, Florida 33458
Phone: 561-747-5700
Fax: 561-747-9929

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

8. This Agreement shall be construed by and governed by the laws of the State of Florida. Venue for any and all legal actions necessary to enforce the Agreement shall be held in Palm Beach County, Florida.
9. No remedy herein conferred upon any party is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
10. This Agreement constitutes the entire contract between the parties hereto and supersedes all prior understandings if any. There are no other oral or written promises, conditions, representations, understandings or terms of any kind as conditions of inducement to the execution hereof, and none have been relied upon by either party. Any subsequent conditions, representations, warranties or agreement shall not be valid and binding upon the parties unless they are in writing and signed by both parties and executed in the same manner of the Agreement.

11. In the event any terms or provisions of this Agreement shall be held invalid, such invalid terms or provisions shall not affect the validity of any other term or provision hereof and all other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid terms or provisions had never been a part of this Agreement.
12. This Agreement shall become effective upon its execution by the TOWN and LRD.
13. This Agreement may be terminated in writing by either party if construction has not commenced within twelve (12) months of execution of this Agreement, by the respective parties.

14. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

TOWN OF JUPITER

By: _____
Sally M. Boylan, Town Clerk

By: _____
Karen J. Golonka, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

LOXAHATCHEE RIVER ENVIROMENTAL CONTROL DISTRICT

By: _____
Signature

Attested By: _____
Signature

Printed Name

Printed Name

Title

Title

**TOWN OF JUPITER AND LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT A1A RECONSTRUCTION AGREEMENT
ATTACHMENT "A"**

			Plan	Unit Price	Plan Qty	Final	Total
Pay Item	Description	Unit	Qty		Total	Qty	Amount
4-a	10-Inch DIP P-401 Lined	LF	45	\$ 400.00	\$ 18,000.00	41.00	\$ 16,400.00
4-b	8-Inch PVC SDR35	LF	50	\$ 150.00	\$ 7,500.00	17.00	\$ 2,550.00
4-c	10-Inch Gate Valves with Box and Extension	EA	2	\$ 2,500.00	\$ 5,000.00	1.00	\$ 2,500.00
4-d	10-Inch Line Stop	EA	2	\$ 10,000.00	\$ 20,000.00	2.00	\$ 20,000.00
4-e	10-Inch Hymax Coupling	EA	2	\$ 500.00	\$ 1,000.00	1.00	\$ 500.00
4-f	Dog House Manhole***	EA	2	\$ 6,000.00	\$ 12,000.00	2.00	\$ 12,000.00
4-g	Removal and Disposal of VCP	LF	50	\$ 15.00	\$ 750.00	0.00	\$ -
	Total Gravity and Force Main Sewer Adjustments and Installation						\$ 53,950.00
	Town Funding of Sanitary Sewer Adjustments and Installation						\$ 3,950.00
	Total Amount Due this Agreement, LRD						\$ 50,000.00

*** The Dog House Manholes were installed under Contract S1404 to avoid rework of Parkway Street