

SECOND AMENDMENT

This Amendment made and entered into this 11 day of September, 2023, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Wharton Smith, Inc , Tampa, FL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on October 20, 2020, pursuant to Pinellas County Contract No. 189-0190-NC (hereinafter "Agreement") pursuant to which the Contractor agreed to provide professional design build services pertaining to the North Redington Beach Fire Station and Lift Station Replacement project. for County; and

WHEREAS, Section 8 of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to release a portion of retainage and add additional time for professional design build services pertaining to the North Redington Beach Fire Station and Lift Station Replacement project. All other prices, terms, and conditions shall remain the same;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. The COUNTY agrees to release retainage in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) to the CONTRACTOR associated with construction services for the lift station.
2. The substantial completion date established in paragraph 3.1 of the Lump Sum Agreement Dated January 25, 2022 is extended 397 days to November 30, 2023.
3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this Second Amendment as of the
day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator



Barry A. Burton, County Administrator

CONTRACTOR:



Authorized Signature

Todd H. O'Donnell

Printed Authorized Signature

Vice President - Water

Title Authorized Signature

APPROVED AS TO FORM

By: Joseph Morrissey
Office of the County Attorney