

JOINT PROJECT AGREEMENT - AMENDMENT NO. 1

AMENDMENT NO. 1 TO THE JOINT PROJECT AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF BELLEAIR BLUFFS FOR THE RELOCATION AND REPLACEMENT OF PINELLAS COUNTY UTILITIES WATER LINES MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED CITY OF BELLEAIR BLUFFS ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG MARLIN DRIVE AND SOUTHWIND DRIVE.

THIS AMENDMENT to the Joint Project Agreement (JPA) is made and entered into this ____ day of ____, 2023, 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 BELLEAIR BLUFFS, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively referred to as the "PARTIES".

WHEREAS, on January 25, 2022, the PARTIES entered a JPA for construction, relocation and replacement of COUNTY potable water lines, fire hydrants, service lines, connections, water meters and appurtenances, found in conflict with the proposed roadway and drainage system improvements along Marlin Drive from Belmar Drive to Southwind Drive, hereinafter referred to as "COUNTY UTILITY WORK" for an amount not to exceed of Five Hundred Thousand Dollars (\$500,000.00). Additionally, the COUNTY was responsible for an additional ten percent (10%) of the total cost of construction and relocation of COUNTY potable water utilities and paid for miscellaneous administrative fees including mobilization and maintenance of traffic related to COUNTY UTILITY WORK in the amount of Fifty Thousand Dollars (\$50,000.00), and

WHEREAS, during the construction of water main improvements within Marlin Drive, the water main along Southwind Drive was determined to be heavily corroded. After assessing the pipe coupons through the tapping process, corrosion was present not only on the surface of the pipe but appeared to extend well into the pipe wall. Thus, this segment of pipe has been deemed a candidate for replacement. The COUNTY owns potable water infrastructure within the limits of the project. Therefore, improvements to the system are proposed to remove undesirable materials from the system and improve overall system longevity. Improvements consist of replacing approximately 800 linear feet of the aging and heavily corroded 6" ductile iron pipe with new polyvinyl chloride (PVC). Potable water service replacement is also proposed throughout the limits of the project (both short-side and long-side services). Potable water service installation will be done at a depth to facilitate future Automated Meter (AMI). Replacement water mains will be installed by open cut trench, as detailed in Exhibit B to Amendment No. 1.

WHEREAS The CITY has also extended the project limits along Southwind Drive to approximately 800 linear feet.

WHEREAS, the cost of the additional construction services, which includes the replacement of approximately 800 linear feet and its appurtenances along Southwind Drive, will increase the JPA by One Hundred Fifty Thousand Nine Hundred and Fifteen and 00/100 Dollars (\$150,915.00). Additionally, the COUNTY will pay an additional ten percent (10%) of the total cost of Construction Services of the COUNTY UTILITY WORK Fifteen Thousand Ninety-One and 50/100 Dollars (\$15,091.50). The additional 10% will cover mobilization, maintenance of traffic and miscellaneous administrative fees for the COUNTY UTILITY WORK.

NOW, THEREFORE, in consideration of the above and the mutual terms, covenants and conditions contained herein, the PARTIES agree that Section 5 Funding and Invoicing of the JPA is amended as follows:

SECTION 5

FUNDING AND INVOICING

The COUNTY will pay one hundred percent (100%) of total Construction Services for the COUNTY UTILITY WORK, due to the extension of the project limits, and will not exceed One Hundred Fifty Thousand Nine Hundred and Fifteen and 00/100 Dollars (\$150,915.00). The revised total cost for Construction Services for the COUNTY UTILITY WORK, will not exceed Six Hundred Fifty Thousand Nine Hundred and Fifteen and 00/100 Dollars (\$650,915.00).

The COUNTY will pay an additional ten percent (10%) of total cost of Construction Services for the COUNTY UTILITY WORK, which will not exceed Fifteen Thousand Ninety-One and 50/100 Dollars (\$15,091.50). This amount will cover mobilization, maintenance of traffic and miscellaneous administrative fees for the COUNTY UTILITY WORK. The revised total cost for Construction Services for the COUNTY UTILITY WORK will not exceed Six Hundred Fifty Thousand Nine Hundred and Fifteen and 00/100 Dollars (\$65,091.50).

The CITY will invoice the COUNTY for the cost of Construction Services for the COUNTY UTILITY WORK, which shall not exceed Seven Hundred Sixteen Thousand and Six and 50/100 Dollars (\$716,006.50), 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, the CITY shall process invoices from the contractor and submit a copy to the COUNTY along with progress reports and requests for payment.

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

CITY OF BELLEAIR BLUFFS,
a municipal corporation
of the State of Florida

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

By: _____ By: _____
Debra S. Sullivan, City Administrator Barry A. Burton, County Administrator

ATTEST: ATTEST: Ken Burke, Clerk of the Court

By: _____ By: _____
Alexis A. Silcox, City Clerk County Clerk
(Seal)

REVIEWED AND APPROVED: APPROVED AS TO FORM:

By: _____ By: _____
Thomas J. Trask, City Attorney Office of the County Attorney