

JOINT PROJECT AGREEMENT - AMENDMENT NO. 1 (CONSTRUCTION SERVICES)

BETWEEN PINELLAS COUNTY AND THE CITY OF LARGO FOR CONSTRUCTION SERVICES FOR THE RELOCATION AND REPLACEMENT OF PINELLAS COUNTY UTILITIES WATER LINES MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED CITY OF LARGO ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG ROSERY ROAD FROM THE PINELLAS TRAIL TO MISSOURI AVENUE.

THIS AMENDMENT to the Agreement dated October 22, 2019, is made and entered into as of the ___ day of _____, 2020, 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 LARGO, 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 October 22, 2019, the PARTIES entered a Joint Project Agreement (the "Agreement") for the construction, relocation and replacement of the COUNTY's potable water lines, fire hydrants, service lines, connections, water meters and appurtenances, found to be in conflict with the proposed roadway and drainage system improvements, along Rosery Road from the Pinellas Trail to Missouri Avenue, hereinafter referred to as "COUNTY UTILITY WORK", for an amount not to exceed One Million, Six Hundred Fifty Thousand Dollars (\$1,650,000.00); and

WHEREAS, the City of Largo has extended the project limits of their Rosery Road and Drainage Improvements Phase I Project from the west side of Missouri Avenue to approximately 1,100 linear feet (LF) to the east along Rosery Road. The existing aged water mains owned by the COUNTY will be in direct conflict with the proposed road improvements thus causing the need to relocate and replace the water mains to accommodate the project's extended limits. The existing COUNTY water mains within the extended project limits to be replaced are composed of 2-inch through 12-inch and 16-inch transmission main with some consisting of old galvanized pipes / cast-iron pipes that have surpassed their useful life, are substandard, and need to be replaced. COUNTY UTILITY WORK will also include new water service lines, fire hydrants, new meter boxes, automatic meter readers (AMR), appurtenances and miscellaneous incidental construction. Replacement water mains will be installed by horizontal directional drill (HDD) or in open cut trench as shown in the extended project limits Exhibit C.

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 Agreement is amended as follows:

1. Paragraph 1 is amended to include the following additional language: The COUNTY will pay for the construction and relocation of the additional COUNTY UTILITY WORK, related to the CITY's extended project limits from the west side of Missouri Avenue to approximately 1,100 linear feet (LF) to the east along Rosery Road. The COUNTY agrees to pay an additional amount not to exceed Five Hundred Thousand and 00/100 dollars (\$500,000.00), for a total revised amount not to exceed Two Million and 00/100 Dollars (\$2,000,000.00).
2. Paragraph 2 is amended to include the following additional language: The COUNTY will pay ten percent (10%) of the construction costs of the additional COUNTY UTILITY WORK for an amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) to cover the cost of

additional mobilization, maintenance of traffic and miscellaneous administrative fees for the COUNTY UTILITY WORK, for a total revised amount to be paid by the County under Paragraph 2 not to exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

3. Paragraph 3 is amended to include the following additional language: The total revised cost of the COUNTY UTILITY WORK is an amount not to exceed Two Million Two Hundred Thousand and 00/100 Dollars (\$2,200,000.00).
4. This Amendment No. 1 is hereby incorporated as part of the original Agreement with all other terms and conditions of the original Agreement unchanged and remaining in full force and effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the PARTIES hereto, or their lawful representatives, have executed this Amendment No. 1 as of the date first above written.

CITY OF LARGO,
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: _____
Henry Schubert

By: _____
Pat Gerard, Chairman

Title: City Manager

ATTEST:

ATTEST: Ken Burke, Clerk of the Court

By: _____
Diane Bruner, City Clerk

By: _____
County Clerk
(Seal)

Date: _____

REVIEWED AND APPROVED:

APPROVED AS TO FORM:

By: _____
Alan Zimmet, City Attorney

By: _____
Office of the County Attorney