

**JOINT PROJECT AGREEMENT - AMENDMENT NO. 1
(ENGINEERING DESIGN AND POST DESIGN SERVICES)**

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

THIS AMENDMENT to the Joint Project Agreement dated May 30, 2019, is made and entered into as of the 24 day of August, 2020, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its County Administrator, 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 May 30, 2019, the PARTIES entered into a Joint Project Agreement (the "Agreement") for the engineering design and post design services of the relocation and replacement plans of the COUNTY's potable water lines, fire hydrants, service lines, connections, water meters and appurtenances, found to be in conflict with the City's 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 pursuant to Exhibit B not to exceed One Hundred Forty-Nine Thousand Six Hundred Ninety-Five and 00/100 Dollars (\$149,695.00); 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 old water mains owned by the COUNTY will be in direct conflict with the proposed road improvements thus causing the need to design the relocation and realignment of the water mains to accommodate the proposed project's extended limits. The existing COUNTY water mains within the proposed extended project limits, 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 require replacement. The design of the new replacement mains will be 2-inch to 12-inch PVC or high-density polyethylene (HDPE) in accordance with the Pinellas County Utilities Material Specification Manual latest revision. The design 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. The scope of services includes engineering services for preliminary design, final design, permitting, bidding documents, bidding services, and general construction services with limited site visits, agency certifications and record drawings, as described in Exhibits C and D; and

WHEREAS, the cost of the additional engineering design and post design services will be Seventy-five Thousand Three Hundred Sixty-five and 00/100 Dollars (\$75,365.00). This additional amount is necessary to pay for the engineering design and post design services for the additional COUNTY UTILITY WORK within the CITY's proposed extended project limits along the west side of Missouri Avenue to approximately 1,100 LF to the east along Rosery Road.

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 to provide as follows:

**SECTION 5
FUNDING AND INVOICING**

The COUNTY will pay one hundred percent (100%) of the total cost of the CITY's engineering design and post design services pursuant to Exhibit B which shall not exceed One Hundred Forty-Nine Thousand Six Hundred Ninety-Five and 00/100 Dollars (\$149,695.00). In addition, the COUNTY will also pay one hundred percent (100%) of the total additional cost of the CITY's engineering consultant's services due to the extension of the project limits pursuant to Exhibit D which shall not exceed Seventy-five Thousand Three Hundred Sixty-five and 00/100 Dollars (\$75,365.00). The new total cost of the CITY's engineering consultant's services to be paid by the COUNTY shall be in the amount not to exceed Two Hundred Twenty-five Thousand Sixty and 00/100 Dollars (\$225,060.00).

The COUNTY will pay an additional five percent (5%) of the total cost of engineering design and post design services for the proposed COUNTY UTILITY WORK, which shall not exceed Eleven Thousand Two Hundred Fifty-Three and 00/100 Dollars (\$11,253.00), that will cover miscellaneous administrative fees of the supplemental COUNTY UTILITY WORK.

The revised overall cost of engineering design and post design services under the Agreement as amended by Amendment No. 1 shall not exceed Two Hundred Thirty-Six Thousand Three Hundred and Thirteen and 00/100 Dollars (\$236,313.00).

The CITY shall initially pay the engineering design and construction management cost for the COUNTY UTILITY WORK. Provided, however, the CITY shall not be obligated to pay more than Seventy-Five Thousand Three Hundred Sixty-Five and 00/100 Dollars (\$75,365.00) for the cost of engineering design and post design services for the additional COUNTY UTILITY WORK. The CITY will invoice the COUNTY for the cost of engineering design and post design services for the additional COUNTY UTILITY WORK which shall not exceed Seventy-Five Thousand Three Hundred Sixty-Five and 00/100 Dollars (\$75,365.00), 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 design and construction management, the CITY shall process invoices from the CITY's engineering consultant and submit copies to the COUNTY along with progress reports and requests for payment.

This Amendment No. 1 is attached to and made a part of the Joint Project Agreement. In the event of any inconsistency between the terms of this Amendment and the printed, typewritten or handwritten terms of the Joint Project Agreement, the terms of this Amendment No. 1 shall control. To the extent that the Agreement is not amended by this Amendment No. 1, the terms of the Agreement shall remain in full force and effect.

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
County Administrator

By: *Henry Schubert*

By: *Barry A. Burton*
Barry A. Burton

Title: *City Manager*

ATTEST:

WITNESS:

By: *Mauro L. Buener*

By: Della Klug

Date: *August 19, 2020*

Date: August 24, 2020

REVIEWED AND APPROVED:

APPROVED AS TO FORM:

APPROVED
By Alan S. Zimmet at 5:20 pm, 8/3/20

By: Alan Zimmet, City Attorney

APPROVED AS TO FORM

By: *[Signature]*
Office of the County Attorney
Office of the County Attorney