

**FIRST AMENDMENT TO JOINT PROJECT AGREEMENT
UTILITY INSTALLATION BY ROADWAY CONTRACTOR**

THIS FIRST AMENDMENT to the Joint Project Agreement dated July 30, 2024, ("First Amendment") is made and entered into as of the ___ day of _____, 2026, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the CITY OF LARGO, FLORIDA, a municipal corporation of the state of Florida, herein referred to as "CITY", collectively referred to as the "PARTIES."

WITNESSETH:

WHEREAS, on July 30, 2024, the Parties entered into the Joint Project Agreement ("Agreement") for the replacement, relocation, and adjustment of a sixteen (16") reclaimed water main that is in conflict with the proposed intersection construction improvements of the County Project located on Whitney Road at Wolford Road ("Utility Work"); and

WHEREAS, in the Agreement the Parties contracted for a total cost of Two Hundred Sixty-Seven Thousand Four Hundred and Forty-Six and 55/100 Dollars (\$267,466.55), which included the total funding for the Utility Work and the 5% County construction contract administration costs; and

WHEREAS, due to unforeseen conflicts encountered during the County Project, additional work is necessary to complete the Utility Work; and

WHEREAS, the cost of the additional work will be Two Hundred Four Thousand Two Hundred Twenty-Six and Fourteen 14/100 Dollars (\$204,226.14) which includes the five percent (5%) County administrative fee; and

WHEREAS, it necessary for the City to pay the County the additional amount to complete the Utility Work.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the Parties agree as follows:

1. Section 2 Funding Paragraph 2.2 is hereby amended in its entirety as follows:

The City hereby certifies funding for the Utility Work bid amount cost of Two Hundred Fifty-Four Thousand Seven Hundred Eleven and 00/100 Dollars (\$254,711.00), (Exhibit A), plus 5% for County construction/contract administration/compaction and backfill testing costs of Twelve Thousand Seven Hundred Thirty-Five and 55/100 Dollars (\$12,735.55), for a total cost of Two Hundred Sixty-Seven Thousand Four Hundred Forty-Six and 55/100 Dollars (\$267,446.55), has been appropriated and is available for deposit into an interest bearing escrow account for the purpose of payments by the County to the contractor on the City's behalf. The deposit will be due to the County no later than thirty (30) days from the date of Notification of the County's intent to award the construction contract.

The City will pay the cost necessary to complete the additional Utility work pursuant to Exhibit B which is estimated not to exceed Two Hundred Four Thousand Two Hundred Twenty-Six and Fourteen 14/100 Dollars (\$204,226.14) which includes the five percent (5%) County administrative fee. The revised overall cost to be paid by the City under the Agreement as amended by this First Amendment is estimated not to exceed Four Hundred Seventy-One Thousand Six Hundred Seventy-Two Dollars and 69/100 (\$471,672.69).

If the Utility Work option portion of the contractor's bid selected by the County for performance of the Utility Work exceeds the bid amount, then subject to and in accordance with the limitations and conditions established by Subparagraph 2.1 hereof regarding the City's option to remove the Utility Work, the City will deposit an amount with the County which equals the total option item plus 5% of that amount for County construction/contract administration/compaction and backfill testing. Interest will accrue on the deposit balance and be used toward the cost of the Utility Work. In the event the final, actual cost of the Utility Work is less than the amount the City deposited, including all interest earned, but excluding the 5% for County construction/contract administration/compaction and backfill testing of the actual construction costs, the County will reimburse the City any excess escrow account funds. Should contract modifications occur that increase the cost of the Utility Work, or the estimated quantities of items provided by the City in Exhibit A are exceeded, the City will be notified by the County accordingly. The City will pay the County within forty-five (45) calendar days of notification by the County to ensure that cash on deposit with the County is sufficient to fully fund the cost of the Utility Work. The County shall notify the City as soon as it becomes apparent the actual costs will overrun the award amount, and the City shall pay for the cost overruns (plus 5% administrative fee) within thirty (30) calendar days of notification by the County. However, failure of the County to so notify the City shall not relieve the City from its obligation to pay for the full cost of the Utility Work.

All deposits due to the County referenced in Section 2.2 above shall be mailed to:
Finance Division Accounts Receivable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

3. Except as changed or modified by this First Amendment, all provisions and conditions of the Agreement shall remain in full force and effect.
4. In the event of any inconsistency or conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control.

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

CITY OF LARGO,

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners

By: [Signature]

By: _____

Title: Mayor

Title: _____

ATTEST:

WITNESS:

By: [Signature]
Date: April 14, 2026



By: _____

Date: _____

REVIEWED AND APPROVED:

APPROVED AS TO FORM:

By: [Signature]
Sarah L. Johnston, City Attorney

APPROVED AS TO FORM
By: Joseph A Morrissey
Office of the County Attorney
Office of the County Attorney