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August 16, 2018

Ms. Nancy McKibben
Pinellas County
Department of Public Works
14 S Ft. Harrison Ave
Clearwater, FL 33756

SUBJECT: Clearwater, Pinellas County, FL – Roadway widening and signal relocation at NE Coachman Rd at-grade crossing, MP SY-870.21 DOT 62682J, Jacksonville Zone Clearwater Subdivision, OP #FL2153
Extension of Construction Agreement Work Completion Date

Dear Ms. McKibben,

Reference is made to the Construction Agreement dated October 6, 2017 between Pinellas County and CSXT regarding the subject project. This agreement included a work completion date of October 6, 2018 under Article 2.3. As a result of the ongoing project construction coordination by the County and its Contractor, it is CSXT's understanding that construction work still remains to be completed and, as such, an extension of the work completion date will be necessary.

CSXT is agreeable to extending the work completion date of the aforementioned agreement to October 31, 2020 with the understanding that all other terms and conditions set forth in the agreement shall remain in full force and effect. This includes verification that the required insurance coverages, as per Article 9 and Exhibit F of the agreement, have been updated and likewise extended for this same period or until the work is completed, if prior to October 31, 2020. Therefore, Pinellas County should consider this letter as CSXT's acceptance of an extension of the work completion date effective as of August 14, 2018 and for a period through October 31, 2020.

In the event the work continues to remain incomplete as of this extended date, please provide CSXT with a revised construction schedule and a request for an additional extension beyond October 31, 2020. It should be noted, however, that should the actual work period be longer than originally intended, there is a possibility of additional costs being incurred by CSXT in which case the County shall remain responsible for reimbursement to CSXT for CSXT's incurred costs in accordance with Article 4 and Exhibit E of the referenced agreement.

Very truly yours,

J. Tod Echler
Chief Engineer Design & Construction