

SIXTH AMENDMENT TO CONTRACT FOR LEGAL SERVICES

Westwinds and Crosswinds Bridge Replacement, Contract No. 190-0109-CP (PLU)

THIS AGREEMENT is made and entered into as of this ____ day of March, 2026, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County," and PAUL J. ULLOM, and the law firm of CARLTON FIELDS, P.A., whose address is 4221 W. Boy Scout Blvd., Tampa, FL 33607, hereinafter referred to as the "Special Counsel" (individually "Party", collectively, "Parties" hereto).

WITNESSETH:

WHEREAS, On February 12, 2024, the County retained Special Counsel to provide legal services as to pre-suit claims in anticipation of litigation, as well as any additional services, including litigation and claims and disputes of American Empire Builders, Inc. as to non-performance and construction defects on two bridge projects Oakwood Bridge Replacement, Contract No. 21-0708-CP (AJM) and Westwinds and Crosswinds Bridge Replacements, Contract No. 190-0109-CP (PLU); and

WHEREAS, On November 27, 2024, the County retained Special Counsel to provide legal services as to pre-suit claims in anticipation of litigation, as well as any additional services, including litigation and claims and disputes of American Empire Builders, Inc. as to non-performance and construction defects on the Westwinds and Crosswinds Bridge Replacements, Contract No. 190-0109-CP (PLU); and

WHEREAS, the progression of the claim and litigation, Sixth Judicial Circuit Case Number 24-005416-CI, has caused need to amend the Contract to provide for additional funds to be available; and

WHEREAS, on April 17, 2025, the contract was amended to increase the total cap amount; and

WHEREAS, on July 8, 2025, the parties entered into a Second Amendment enabling Special Counsel to utilize a more cost-efficient e-discovery platform, without any change to the total cap amount; and

WHEREAS, \$49,978.01 was incurred for legal expenses in this matter in fiscal year 2025; and

WHEREAS, on November 18, 2025, the parties entered into a Third Amendment increasing the total cap amount by an additional \$25,000.00; and

WHEREAS, on December 16, 2025, the parties entered into a Fourth Amendment increasing the total cap by an additional \$100,000.00 with no more than \$150,000.00 to be spent in FY '26.

WHEREAS, in February 2026, the parties entered into a Fifth Amendment increasing the total cap by an additional \$100,000.00 with no more than \$250,000.00 to be spent in FY '26.

WHEREAS, due to the unpredictable nature of litigation, including unanticipated scheduling and re-scheduling of proceedings and the timing of the non-binding arbitration award giving the parties until the first day of trial to reject the award and demand a trial de novo, the Parties recognize that additional funds are necessary to represent the County's interests with continuity in this cause through trial and any post-trial motions; and

WHEREAS, Special Counsel has provided such legal services in accordance with the terms and conditions contained herein and in accordance with their professional obligation of zealous representation; and

WHEREAS, Special Counsel previously executed a Human Trafficking Affidavit in accordance with Florida Law related to this Agreement; and

WHEREAS, the costs of legal services through trial exceeds the County Administrator's delegated authority.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

1. Paragraph 4 of the Contract, as previously amended, is hereby amended to increase the total cap amount by an additional \$460,000.00 so that the total cap amount on all fees, costs, and expenses is not to exceed \$785,000.00.
2. Except as provided herein, all other provisions of the Contract, as previously amended, shall remain the same.
3. This amendment applies to all invoices currently outstanding.

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the day and year reflected in the first above written.

PINELLAS COUNTY, acting by and
Through the Board of County Commissioners

By: _____

Dave Eggers
Dave Eggers, Chair
Pinellas County Board of County
Commissioners

APPROVED AS TO FORM

By: Christy Donovan Pemberton
Office of the County Attorney

SPECIAL COUNSEL
CARLTON FIELDS, P.A.

By: _____

Paul J. Ullom
Paul J. Ullom, Shareholder

PCAO 558404

Attest:

Deborah Rowe
Deborah Rowe
Deputy Clerk, Ken Burke

