

JOINT PROJECT AGREEMENT - AMENDMENT NO. 1

AMENDMENT NO. 1 TO THE JOINT PROJECT AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF BELLEAIR BLUFFS FOR THE RELOCATION AND REPLACEMENT OF PINELLAS COUNTY UTILITIES WATER LINES MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED CITY OF BELLEAIR BLUFFS ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG MARLIN DRIVE AND SOUTHWIND DRIVE.

THIS AMENDMENT to the Joint Project Agreement (JPA) is made and entered into this 17th day of October 2023, 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 BELLEAIR BLUFFS, 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 January 25, 2022, the PARTIES entered a JPA for construction, relocation and replacement of COUNTY potable water lines, fire hydrants, service lines, connections, water meters and appurtenances, found in conflict with the proposed roadway and drainage system improvements along Marlin Drive from Belmar Drive to Southwind Drive, hereinafter referred to as "COUNTY UTILITY WORK" for an amount not to exceed of Five Hundred Thousand Dollars (\$500,000.00). Additionally, the COUNTY was responsible for an additional ten percent (10%) of the total cost of construction and relocation of COUNTY potable water utilities and paid for miscellaneous administrative fees including mobilization and maintenance of traffic related to COUNTY UTILITY WORK in the amount of Fifty Thousand Dollars (\$50,000.00), and

WHEREAS, during the construction of water main improvements within Marlin Drive, the water main along Southwind Drive was determined to be heavily corroded. After assessing the pipe coupons through the tapping process, corrosion was present not only on the surface of the pipe but appeared to extend well into the pipe wall. Thus, this segment of pipe has been deemed a candidate for replacement. The COUNTY owns potable water infrastructure within the limits of the project. Therefore, improvements to the system are proposed to remove undesirable materials from the system and improve overall system longevity. Improvements consist of replacing approximately 800 linear feet of the aging and heavily corroded 6" ductile iron pipe with new polyvinyl chloride (PVC). Potable water service replacement is also proposed throughout the limits of the project (both short-side and long-side services). Potable water service installation will be done at a depth to facilitate future Automated Meter (AMI). Replacement water mains will be installed by open cut trench, as detailed in Exhibit B to Amendment No. 1.

WHEREAS The CITY has also extended the project limits along Southwind Drive to approximately 800 linear feet.

WHEREAS, the cost of the additional construction services, which includes the replacement of approximately 800 linear feet and its appurtenances along Southwind Drive, will increase the JPA by One Hundred Fifty Thousand Nine Hundred and Fifteen and 00/100 Dollars (\$150,915.00). Additionally, the COUNTY will pay an additional ten percent (10%) of the total cost of Construction Services of the COUNTY UTILITY WORK Fifteen Thousand Ninety-One and 50/100 Dollars (\$15,091.50). The additional 10% will cover mobilization, maintenance of traffic and miscellaneous administrative fees for the COUNTY UTILITY WORK.

NOW, THEREFORE, in consideration of the above and the mutual terms, covenants and conditions contained herein, the PARTIES agree that the JPA is amended as follows:

1. The above Whereas Clauses are adopted and incorporated into the Agreement by reference.
2. Section 2 of the Agreement is amended to include the additional paragraph set below:

The CITY has also extended the project limits along Southwind Drive to approximately 800 linear feet of the aging and heavily corroded 6" ductile iron pipe with new polyvinyl chloride (PVC). Potable water service replacement is also proposed throughout the limits of the project (both short-side and long-side services). Potable water service installation will be done at a depth to facilitate future Automated Meter (AMI). Replacement water mains will be installed by open cut trench, as detailed in Exhibit B attached and incorporated herein. This work is included in the COUNTY UTILITY WORK as "Extended Services".

3. Section 5 of the Agreement is amended as follows:

The COUNTY will pay one hundred percent (100%) total cost of Construction Services for the COUNTY UTILITY WORK Extended Services, and the cost for the Extended Services will not exceed One Hundred Fifty Thousand Nine Hundred and Fifteen and 00/100 Dollars (\$150,915.00), as detailed in Exhibit C attached and incorporated herein. The revised total cost for Construction Services for the COUNTY UTILITY WORK, including both the original scope and Extended Services, will not exceed Six Hundred Fifty Thousand Nine Hundred and Fifteen and 00/100 Dollars (\$650,915.00).


The COUNTY will pay an additional ten percent (10%) of total cost of Construction Services for the COUNTY UTILITY WORK Extended Services, which will not exceed Fifteen Thousand Ninety-One and 50/100 Dollars (\$15,091.50). This amount will cover mobilization, maintenance of traffic and miscellaneous administrative fees for the COUNTY UTILITY WORK Extended Services. The revised total cost for Construction Services for the COUNTY UTILITY WORK, including both the original scope and Extended Services, will not exceed Six Hundred Fifty Thousand Nine Hundred and Fifteen and 00/100 Dollars (\$65,091.50).

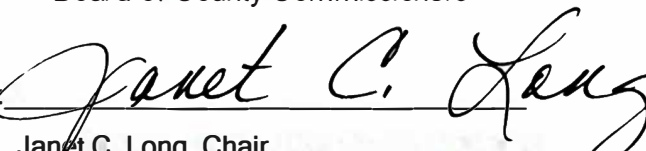
The CITY will invoice the COUNTY, subject to review by the COUNTY Project Manager for consistency with the Project Documents, for the cost of Construction Services for the COUNTY UTILITY WORK, including both the original scope and Extended Services, which amount including all amounts as described above in this Section 5 shall not exceed Seven Hundred Sixteen Thousand and Six and 50/100 Dollars (\$716,006.50). The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects. During construction, the CITY shall process invoices from the contractor and submit a copy to the COUNTY along with progress reports and requests for payment.

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

CITY OF BELLEAIR BLUFFS,
a municipal corporation
of the State of Florida

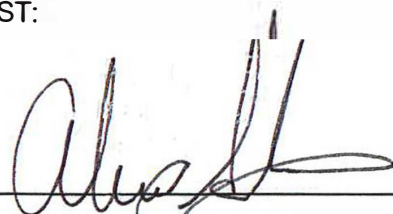
PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of
Florida, by and through its
Board of County Commissioners


By: 
Debra S. Sullivan, City Administrator

By: 
Janet C. Long, Chair

ATTEST:

ATTEST: Ken Burke, Clerk of the Court

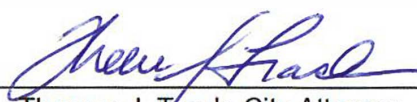
By: 
Alexis A. Silcox, City Clerk

By: 
County Clerk



REVIEWED AND APPROVED:

APPROVED AS TO FORM:

By: 
Thomas J. Trask, City Attorney

By: _____
Office of the County Attorney

APPROVED AS TO FORM

By: Miles Belknap
Office of the County Attorney

Watermain Repalcement at South Wind Drive



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