

**FIRST AMENDMENT TO CONSTRUCTION MANAGER AT RISK
FOR SOLID WASTE TRANSFER STATION**

This FIRST AMENDMENT is made and entered into on this 3rd day of February, 2021, by and between the City of Clearwater, a municipal corporation, hereinafter referred to as the "City", and J. Kokolakis Contracting, Inc., authorized to do business in Pinellas County and State of Florida, hereinafter referred to as the "Contractor", collectively "Parties".

WHEREAS, the City and Contractor previously entered into a construction contract on November 20, 2017, hereinafter referred to as the Contract, to construct the Solid Waste Transfer Station Project (15-0007-SW); and

WHEREAS, during construction of the project, problems occurred relating to the asphalt furnished and installed at the Solid Waste Transfer Station site location; and

WHEREAS, to resolve these issues, both the City and Contractor desire to amend the Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree that the above terms, recitals, and representations are true and accurate and are incorporated herein by reference, and the Parties further agree as follows:

1. **Article 13.5.1. Extended Warranty Period** (Section III, General Conditions) is hereby added in its entirety as follows:

13.5.1 EXTENDED WARRANTY PERIOD

For purposes of this Article 13.5.1. only, Work shall be defined as the upper one and one-half (1.5) inches of asphalt paving materials at the Solid Waste Transfer Station site location. The Parties agree that the Substantial Completion date is March 26, 2020.

If within five years after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations, any Work is found to be defective, Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions; (i) correct such defective Work, or, if it has been rejected by the Owner, remove it from the site and replace it with Work that is not defective and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Owner may have the defective Work corrected or the rejected. Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

This extended warranty specifically excludes failures attributed to the direct application and accumulation of harmful leachates, petroleum based vehicle/equipment fluid contamination, abuse, lack of reasonable maintenance, operational equipment damage and normal wear and tear. Incidental amounts of such contaminants tracked by tires as part of normal transfer station operations shall not be considered direct application and accumulation.

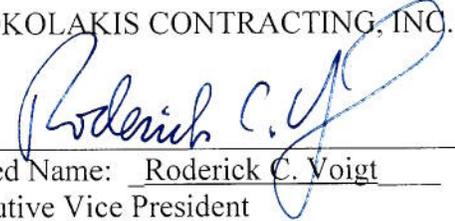
The Parties mutually agree that AREHNA Engineering, Inc. shall be the Consultant during the extended warranty period. Every six months, Consultant shall conduct an inspection of the Work and provide a written report. At any point during the extended warranty period, if Consultant determines that the Work has become defective, then Contractor shall replace such defective Work. The decision of the Consultant shall be final and binding on both Parties.

Contractor shall maintain a warranty bond in the amount of \$140,000 for the duration of the extended warranty period, which is incorporated by reference and attached hereto as Exhibit A.

2. Except as changed or modified by this First Amendment, all provisions and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this 3rd day of February, 2021.

J. KOKOLAKIS CONTRACTING, INC.

By: 
Printed Name: Roderick C. Voigt
Executive Vice President

Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank Hibbard
Mayor

By: _____
William B. Horne, II
City Manager

Approved as to form:

Attest:

Owen Kohler
Assistant City Attorney

Rosemarie Call
City Clerk