

FIRST AMENDMENT
BETWEEN THE CITY OF CLEARWATER
AND PINELLAS COUNTY FOR
THE JOINT PROJECT AGREEMENT: SUNSET POINT ROAD AT BETTY LANE
INTERSECTION IMPROVEMENTS

THIS FIRST AMENDMENT is made and entered into on this _____ day of _____, 2020, by and between PINELLAS COUNTY, a public corporation of the State of Florida whose address is 315 Court Street, Clearwater, FL 33756, hereinafter referred to as the "COUNTY," and the City of Clearwater, a municipal corporation of the State of Florida, whose address is 100 South Myrtle Avenue, Clearwater, Florida, 33756, hereinafter referred to as the "CITY", collectively "Parties".

WITNESSETH:

WHEREAS, the COUNTY will be constructing a capital improvement program plan referred to as Sunset Point Road at Betty Lane Intersection Improvements "Project"; and

WHEREAS, the COUNTY and the CITY previously entered into an agreement on December 12, 2017, hereinafter referred to as the Agreement, to provide funding for the CITY's Utility Work to be completed by the COUNTY's contractor as part of construction of the Project; and

WHEREAS, Section 11 of the Agreement provides that the Agreement may be amended where agreed to in writing by the Parties; and

WHEREAS, both the COUNTY and the CITY desire to amend the Agreement.

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

1. Section 1. Utility Work is hereby amended in its entirety as follows:

The City's Utility Work within the limits of the Project is more specifically described as the replacement, relocation or adjustment of approximately 1034 ~~500~~ linear feet of sixteen inch (16") water main, ~~and approximately 377~~ ~~500~~ linear feet of eight inch (8") water main, and 22 ~~linear feet of six inch (6")~~ water main that are in conflict with the proposed intersection construction improvements as part of County PID No. 001018A, located on Sunset Point Road at Betty Lane.

Additional Utility Work within the limits of the Project is more specifically described as the replacement, relocation or adjustment of approximately 64 linear feet of sixteen inch (16") water main that is in conflict with the proposed stormwater box culvert in Spring Branch Creek as part of County PID No. 001018A, located on Sunset Point Road at Betty Lane.

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

The City hereby certifies that funding for the preliminary estimated Utility Work cost (Exhibit A) of Three Hundred Eighty-Three Thousand Seven Hundred Sixty and 00/100 Dollars (\$383,760.00), plus 5% for County construction/contract administration/compaction and backfill testing costs of Nineteen Thousand One Hundred Eighty-Eight and 00/100 Dollars (\$19,188.00), for a total cost of Four Hundred Two Thousand Nine Hundred Forty-Eight and 00/100 Dollars (\$402,948.00), 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. If the option item of the contractor's bid selected by the County for performance of the Utility Work exceeds the amount of the preliminary estimated Utility Work, 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 thirty (30) 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.

The City hereby certifies that additional funding for plan revisions and construction cost overruns of Three Hundred Seventeen Thousand Two Hundred Forty-Five and 88/100 Dollars (\$317,245.88), plus 5% for County construction/contract administration/compaction and backfill testing costs of Fifteen Thousand Eight Hundred Sixty Two and 29/100 Dollars (\$15,862.29), for a total cost of Three Hundred Thirty Three Thousand One Hundred Eight and 17/100 Dollars (\$333,108.17), 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 this fully executed First Amendment.

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.

IN WITNESS WHEREOF, the Parties have caused these presents to be duly executed, as of the day and year first above-mentioned.

PINELLAS COUNTY, FLORIDA

BY: _____
Barry A. Burton, County Administrator

APPROVED AS TO FORM:

BY: _____
Assistant County Attorney

CITY OF CLEARWATER

Frank Hibbard
Mayor

William B. Horne II
City Manager

Approved as to form:

Attest:

Owen Kohler
Assistant City Attorney

Rosemarie Call
City Clerk