



## **CONSTRUCTION CHANGE ORDER NO. 1 (FINAL)**

**PROJECT:** FY24 Pavement Preservation Package No 3

**CONTRACT NO:** 23-0833-ITB-C

**AGREEMENT DATE:** January 30, 2024

**COMMENCEMENT DATE:** April 10, 2024

**AGREEMENT TERM:** 330 consecutive Calendar Days

**OWNER:** Pinellas County Florida, a political subdivision of the State of Florida

**CONTRACTOR:** Preferred Materials, Inc.

### **DESCRIPTION:**

1. Release all remaining retainages.
2. Release final payment.
3. Decrease the Agreement by \$386,348.85
4. Extend the Agreement term by 51 consecutive Calendar Days.

### **REASON FOR CHANGE:**

The project was substantially complete on March 5, 2025, and obtained final completion on April 25, 2025. Liquidated damages do not apply, as the county received substantial and beneficial use on March 5, 2025. Final inspections of the project for all work performed under the contract were conducted by representatives of the Public Works Construction Management Division and the Traffic and Highway Division. All work has been completed in accordance with the construction contract documents. The time between substantial and final completion accounts for the duration to complete the walk-through inspection with project stakeholders, punch list items, final testing, project acceptance, receipt and approval of final approval of Engineer of Record (EOR), final project deliverables, final quantity of materials audit, resolution of claims and disputes, and receipt of final invoice.

Final quantities have been tabulated, resulting in a net decrease of \$386,348.85. This is the difference between estimated and final quantities, and also the balance of unspecified work not used

### **CHANGE IN AGREEMENT PRICE:**

Original Agreement Amount: \$ \$4,904,230.00

Decrease due to Change Order No. 1 (FINAL): (\$386,348.85)

**Final Revised Agreement Amount: \$4,517,881.15**

The Contractor's acceptance of this Final Change Order shall be and shall operate as a release by the Contractor of all claims, whether known or unknown, (including, but not limited to, material, equipment, labor, overhead, fees, lost profits, and delay claims) the Contractor may have against the Owner for all things done or furnished in connection with the Project and for every act of the Owner and others relating to or arising out of the Project. Final payment by the Owner shall not release the Contractor or the Surety(ies) from any obligation under the Contract Documents for the Performance and Payment Bond or release the Contractor from any claims the Owner may have against the Contractor.

Pinellas County Florida, a political subdivision of the State of Florida

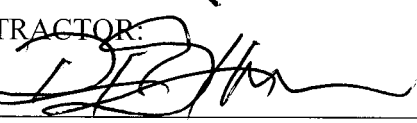
By:   
Signature

Name: Barry Burton  
Typed, printed or stamped

Title: County Administrator

Date: July 17, 2025

CONTRACTOR:

By:   
Signature

Name: Robert Spillman  
Typed, printed or stamped

Title: Vice President

**APPROVED AS TO FORM**

By: Miles Belknap  
Office of the County Attorney