



CONSTRUCTION CHANGE ORDER NO. 1 (FINAL)

PROJECT: Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements

CONTRACT NO: 178-0360-CP (JJ)

AGREEMENT DATE: August 7, 2018

COMMENCEMENT DATE: October 22, 2018

AGREEMENT TERM: 1095 consecutive Calendar Days

OWNER: Pinellas County

CONTRACTOR: TLC Diversified, Inc.

DESCRIPTION:

1. Release all remaining retainages.
2. Release final payment.
3. Increase the Agreement by \$51,392.17
4. Extend the Agreement term by 237 consecutive Calendar Days.

REASON FOR CHANGE:

The project was substantially complete on June 14, 2022 and obtained final completion on June 30, 2022. Final inspections of the project for all work performed under the contract were conducted by representatives of the Pinellas County Utilities Operations and Engineering Divisions. All work has been completed in accordance with the construction contract documents. The additional contract time has been added for completion off all work orders in the contract, time between substantial and final completion, punch list items, project acceptance, 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 increase of \$51,392.17. This is the difference between estimated and final quantities caused by the rehabilitation of one additional pump station not in the original rehabilitation program. This station is owned by the Star Center who reached out to Utilities for approval to make repairs on their station under this contract.

Final pay quantities have been computed for the Project and are adjusted to reflect the difference between the preliminary estimated quantities and the final quantities, resulting in a net total increase of 51,392.17.

CHANGE IN AGREEMENT PRICE:

Original Agreement Amount: \$5,722,777.00

Increase due to Change Order No. 1 (FINAL): \$51,392.17

Final Revised Agreement Amount: \$5,774,169.17

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
by and through its County
Administrator


By: 
Barry A. Burton
County Administrator

Date: November 7, 2022

APPROVED AS TO FORM

By: By: *Jacina Parson*
Office of the County Attorney

CONTRACTOR: TLC DIVERSIFIED, INC.

By: 
Dalas Lamberson/President
Type/Print Name and Title