



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

**PROJECT:** ATMS US Alt 19 S. to SR. 60  
**CONTRACT NO:** 178-0458-CP (JJ)  
**AGREEMENT DATE:** January 22, 2021  
**COMMENCEMENT DATE:** February 15, 2021  
**AGREEMENT TERM:** 192 consecutive Calendar Days  
**OWNER:** Pinellas County  
**CONTRACTOR:** Guarantee Company of North America USA

**DESCRIPTION:**

1. Release all remaining retainages.
2. Release final payment.
3. Decrease the Agreement by (\$64,381.40)
4. Extend the Agreement term by 419 consecutive Calendar Days.

**REASON FOR CHANGE:**

The project was substantially complete on October 13, 2021 and obtained final completion on October 19, 2022. Liquidated damages were assessed reflecting actual expenses to the County in the amount of \$21,216.01. Final inspections of the project for all work performed under the contract were conducted by representatives of FDOT, Public Works Construction and Transportation Division Traffic Maintenance. 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 thru inspection with project stakeholders, punch list items which included replacement of custom manufactured lids that were damaged during construction, final testing, project acceptance, receipt, and approval of certified as-builts required, 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 (\$64,381.40)

**CHANGE IN AGREEMENT PRICE:**

Original Agreement Amount: \$ 2,160,181.25  
First Amendment paid to (FL Safety Contractors Inc.): (\$1,752,279.64) Remaining  
Amount after Amendment: \$407,901.61  
Decrease due to Change Order No. 1 (FINAL): (\$64,381.40)  
Amount Paid to Surety(Guarantee Company of North American USA): \$343,520.21  
  
**Final Revised Total (First Amendment plus Surety Amount): \$2,095,799.85**

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

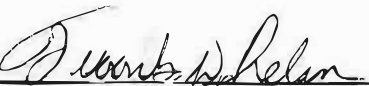
By:   
\_\_\_\_\_  
Barry A. Burton  
County Administrator

Date: March 15, 2023

APPROVED AS TO FORM

By:   
\_\_\_\_\_  
Office of the County Attorney

CONTRACTOR:

By:   
\_\_\_\_\_  
Frank Whelan  
\_\_\_\_\_  
Type/Print Name and Title  
Claims examiner for Guarantee Company of North  
America USA