



## CONSTRUCTION CHANGE ORDER NO. 1 (FINAL)

**PROJECT:** New Keller Water Treatment Facility Operations Center  
**CONTRACT NO:** 156-0041-CP (RW)  
**AGREEMENT DATE:** February 9, 2016  
**COMMENCEMENT DATE:** May 5, 2016  
**AGREEMENT TERM:** Four hundred fifty (450) Consecutive Calendar Days  
**OWNER:** Pinellas County  
**CONTRACTOR:** Walbridge Aldinger LLC

### DESCRIPTION:

1. Release all remaining retainage.
2. Release final payment.
3. Increase the Agreement by: \$28,090.00
4. Extend the Agreement term by: 111 consecutive calendar days.

### REASON FOR CHANGE:

Final inspections have been conducted for all Work performed under the contract terms by the representative of Utilities Department. Substantial completion for this Project was achieved on July 20, 2017. The Project was completed with final acceptance granted on November 17, 2017. The original contract calls for 450 consecutive calendar days, which meant the final work day would have been July 29, 2017. All Work has been completed in accordance with the Plans and Specifications. The public has had beneficial use of all Project areas since November 17, 2017, therefore, no liquidated damages shall be assessed.

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 \$28,090.00.

The Agreement term has been increased by one hundred eleven (111) Consecutive Calendar Days. This was necessary due to unforeseen conditions associated with backfill and compact of additional fill material in the existing clearwell of the existing Water Treatment Plant.

### CHANGE IN AGREEMENT PRICE:

Original Agreement Amount: \$3,978,000.00

Increase due to Change Order No. 1 (FINAL): \$28,090.00

**Final Revised Agreement Amount: \$4,006,090.00**

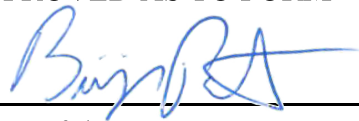
The Contractor's acceptance of this Final Change Order shall be and shall operate as a release by the Contractor of all claims, whether known or unknown (including, but not limited to, material, equipment, labor, overhead, fees, lost profits, and delay claims) the Contractor may have against the Owner 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 Payment or for the Performance 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:   
Mark S. Woodard  
County Administrator

Date: January 23, 2018

APPROVED AS TO FORM

By:   
Office of the County Attorney

CONTRACTOR: Walbridge Aldinger  
LLC

By:   
Timothy G Sewell  
VP of Operations  
Type/Print Name and Title