



## CONSTRUCTION CHANGE ORDER NO. 1 (FINAL)

**PROJECT:** Lakeview Road ADA Ramps and Drainage Improvements (PID #000489A)  
**CONTRACT NO:** 190-0361-CP(PLU)  
**AGREEMENT DATE:** July 21, 2020  
**AGREEMENT TERM:** 270 consecutive Calendar Days  
**OWNER:** Pinellas County  
**CONTRACTOR:** Keystone Excavators, Inc.

### DESCRIPTION:

1. Release all remaining retainage.
2. Release final payment.
3. Decrease the Agreement by: (\$52,002.74).
4. Extend the Agreement term by: 123 consecutive Calendar Days.

### REASON FOR CHANGE:

The project was substantially complete on 4-7-21 and obtained final completion on 11-5-21. Liquidated damages do not apply, as the County received substantial and beneficial use on 4-7-21. Final inspections of the project for all work performed under the contract were conducted by representatives of the Public Works Construction Management Division, CIP Division, Transportation Division, and City of Clearwater. 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, final testing, project acceptance, receipt and approval of certified as-builts required, final approval of SWFWMD and Army Corp permits, Engineer of Record (EOR) final acceptance and approval, 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 (\$52,002.74). This is the difference between estimated and final quantities and also balance of unspecified work not used.

### CHANGE IN AGREEMENT PRICE:

Original Agreement Amount: \$ 1,515,335.98

Decrease due to Change Order No. 1 (FINAL): (\$52,002.74)

**Final Revised Agreement Amount: \$1,463,333.24**

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: January 25, 2022

**APPROVED AS TO FORM**

By: *Jacina Parson*  
\_\_\_\_\_  
APPROVED  
Office of the County Attorney

CONTRACTOR:

By:   
\_\_\_\_\_  
*Jeff Truxton - Vice President*  
Type/Print Name and Title