



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

**PROJECT:** Pump Station 016 Park Blvd Force Main to South Cross Bayou Replacement

**CONTRACT NO:** 189-0224-CP(JJ)

**AGREEMENT DATE:** November 12, 2019

**COMMENCEMENT DATE:** January 31, 2020

**AGREEMENT TERM:** 450 consecutive Calendar Days

**OWNER:** Pinellas County

**CONTRACTOR:** Southern Underground Industries, Inc.

#### **DESCRIPTION:**

1. Release all remaining retainages.
2. Release final payment.
3. Decrease the Agreement by (\$1,873,079.52)
4. Extend the Agreement term by 892 consecutive Calendar Days.

#### **REASON FOR CHANGE:**

The Notice to Proceed (NTP) was issued to Southern Underground Industries (SUI) on January 31, 2020. The meter assembly installation within South Cross bayou Water Reclamation Facility (SCBWRF) was removed from the SUI contract and given to the contractor building the headworks at SCBWRF. The Horizontal Directional Drill (HDD) crossing Joe's Creek going into SCBWRF was, relocated from Justin Court to 62nd Avenue N because of difficulty drilling from Justin Court. For 3 months, SUI was issued Liquidated Damages (LD's) in late 2021 for not performing work. The inter-tie between the new 36" force main and the old 36" and 20" force mains along 62nd Avenue N was delayed until August 2022 awaiting the headworks construction with the new 36" force main tie-in, at the headworks, which was completed April 7, 2022. The last major construction item was the installation of the 36" gate valve into the existing 36" force main east of pump station which was completed April 2023. The remaining work on the project was deficiency work that was a part of the punch list items.

Final quantities have been tabulated resulting in a net decrease of (\$1,873,079.52).

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

Original Agreement Amount: \$15,278,275.00


Decrease due to Change Order No. 1 (FINAL): (\$1,873,079.52)

**Final Revised Agreement Amount: \$13,405,195.48**

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: \_\_\_\_\_

  
Barry A. Burton  
County Administrator

Date: August 22, 2024

CONTRACTOR:

By: \_\_\_\_\_

  
Belseri Construction President  
Type/Print Name and Title

**APPROVED AS TO FORM**

By: Miles Belknap  
Office of the County Attorney