



CONSTRUCTION CHANGE ORDER NO. 2

PROJECT: Job Order Contracting (JOC) – Wastewater Treatment and Water Plant Maintenance, Repair, Minor Construction and Underground Utilities

PROJECT NO.: 156-0013-CP(DF)

AGREEMENT DATE: January 26, 2016

COMMENCEMENT DATE: March 3, 2016

OWNER: Pinellas County

CONTRACTOR: WPC Industrial Contractors, LLC

REASON FOR CHANGE:

The Addendum No. 2 Advisory stated that retainage would not be required for this contract. Therefore it is necessary to remove the following language in Agreement Item No. 2(B):

To pay to the Contractor the Agreement Amount herein above specified, as follows: For each Job Order eligible for partial payments, if progress satisfactory to the County is being made by the Contractor the Contractor will receive partial payments on this Agreement as work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 10% of the Agreement Amount earned shall be retained until 50% of the Work is completed, and thereafter 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.

Agreement Item No. 2(B) language shall now read as follows:

If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this contract as the work progresses, based upon estimates of the amount of work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of work done or completed at that time.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925

Website: www.pinellascounty.org/ourpages



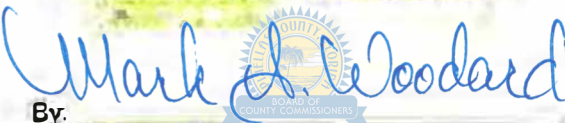
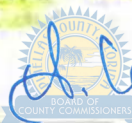
No additional revisions associated with this change order.

CHANGE IN AGREEMENT PRICE:

Original Agreement Amount: \$5,000,000.00
Increase/decrease due to Change Order No. 1: \$0.00
Increase/decrease due to Change Order No. 2: \$0.00
Revised Agreement Amount: \$5,000,000.00

Your acceptance of this Change order shall constitute a modification to our Agreement and will be performed, subject to all of the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. Acceptance by Contractor of this adjustment to the agreement shall constitute a full and final settlement and release by Contractor of any and all claims, whether known or unknown, against the Owner arising out of or related to the substance of or the circumstances giving rise to the change or changes set forth herein, including claims for impact and delay costs.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator


By: 

Mark S. Woodard

Date: December 19, 2016

APPROVED AS TO FORM

By: 

Office of the County Attorney

CONTRACTOR:

By: 
JONATHAN BELWIT, PRESIDENT
Type/Print Name and Title