



CONSTRUCTION CHANGE ORDER NO. 1 (FINAL)

PROJECT: 49th St N and 38th Ave N Intersection Improvements
CONTRACT NO: 21-0043-CP
AGREEMENT DATE: February 9, 2021
COMMENCEMENT DATE: March 31, 2021
AGREEMENT TERM: 300 consecutive Calendar Days
OWNER: Pinellas County
CONTRACTOR: Suncoast Development of Pinellas County Inc.

DESCRIPTION:

1. Release all remaining retainages.
2. Release final payment.
3. Decrease the Agreement by: (\$87,671.68)
4. Extend the Agreement term by 191 consecutive Calendar Days.

REASON FOR CHANGE:

The project was substantially complete on July 7, 2022 and obtained final completion on August 19, 2022. Liquidated damages do not apply, a mast arm design discrepancy took several months to resolve, and several months were required to establish electrical service with Duke Energy resulting in a delay of production. Final inspections of the project for all work performed under the contract were conducted by representatives of the Public Works Construction Management Division. 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, project acceptance, final quantity of materials audit, and receipt of final invoice. Final quantities have been tabulated resulting in a net decrease of (\$87,671.68). This is the difference between estimated and final quantities and balance of unspecified work not used.

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 decrease of (\$87,671.68).

CHANGE IN AGREEMENT PRICE:

Original Agreement Amount: \$1,176,249.90

Decrease due to Change Order No. 1 (FINAL): (\$87,671.68)

Final Revised Agreement Amount: \$1,088,578.22

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

November 10, 2022

Date: _____

By: _____

APPROVED AS TO FORM
Office of County Attorney

CONTRACTOR:



By: _____

Charles Cerullo President
Type/Print Name and Title

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney