

## CONSTRUCTION CHANGE ORDER NO. 2

**PROJECT:** North County Satellite Site  
**CONTRACT NO:** 189-0071-CP(PLU)  
**AGREEMENT DATE:** January 1, 2019  
**COMMENCEMENT DATE:** April 22, 2019  
**OWNER:** Pinellas County  
**CONTRACTOR:** Keystone Excavators, Inc.

### REASON FOR CHANGE:

Justification: Change Order No. 1: Following award of this project, the FDOT informed County staff of an FDOT proposed project to replace outfall pipes at the County's project site. The FDOT's proposed project includes a drainage easement (60-ft wide) and associated storm drain pipe aligning through the County's North County Satellite Project Site. The FDOT has been working with County staff to advance their design in order to limit the disruption to the existing project site. The additional work includes the construction of FDOT's outfall pipes that are located on County property. The County's contractor will be installing approximately 770 LF of 66" concrete pipe, 8 LF of 54" concrete pipe, and 205 LF of dual 48" concrete pipe from 10' to 24' deep. Also, installation of four (4) J-8 10' manholes 19' to 24' deep, and the installation of approximately 40 LF of 48" steel pipe. Change Order No. 2: During excavation for the trenches to install FDOT's concrete pipes, County contractor uncovered additional 1,600 CY of unsuitable soil and 10,962 CY of clay soil that were not accounted from Change Order No.1. The County is seeking for reimbursement from the FDOT to recover for the unforeseeable cost.

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/purchase](http://www.pinellascounty.org/purchase)



Indemnification Requirements:

Because this additional work, as provided through Change Order No. 2, is for construction of FDOT's utilities, the County's contractor must additionally indemnify the FDOT as required below, and include the following indemnification requirements in all subcontracts that perform work in connection with this change order: "Each contractor/consultant shall indemnify, defend, save and hold harmless the FDOT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to, any intentional act and/or negligent act or occurrence or omission or commission of the contractor, its officers, agents or employees. Neither the contractor/subcontractor, consultant/sub consultant, nor any of its officers, agents or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the FDOT or any of its officers, agents or employees."

E-Verify:

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and Expressly required any subcontractors performing work or providing services pursuant to this work to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/subcontractor during the contract term.

The contractor agrees to conform to all existing contract specifications as well as those specific to this work.

There is no time extension associated with this change order.

**CHANGE IN AGREEMENT PRICE:**

Original Agreement Amount: \$1,680,400.00

Increase due to Change Order No. 1: \$1,255,220.00

Increase due to Change Order No. 2: \$116,669.04

**Revised Agreement Amount: \$3,052,289.04**

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 Board of County  
Commissioners


By:   
Barry A. Burton  
County Administrator

Date: July 23, 2020

APPROVED AS TO FORM

By:   
Office of the County Attorney

CONTRACTOR:

By:   
ROBERT C. FORNWALT, PRESIDENT  
Type/Print Name and Title