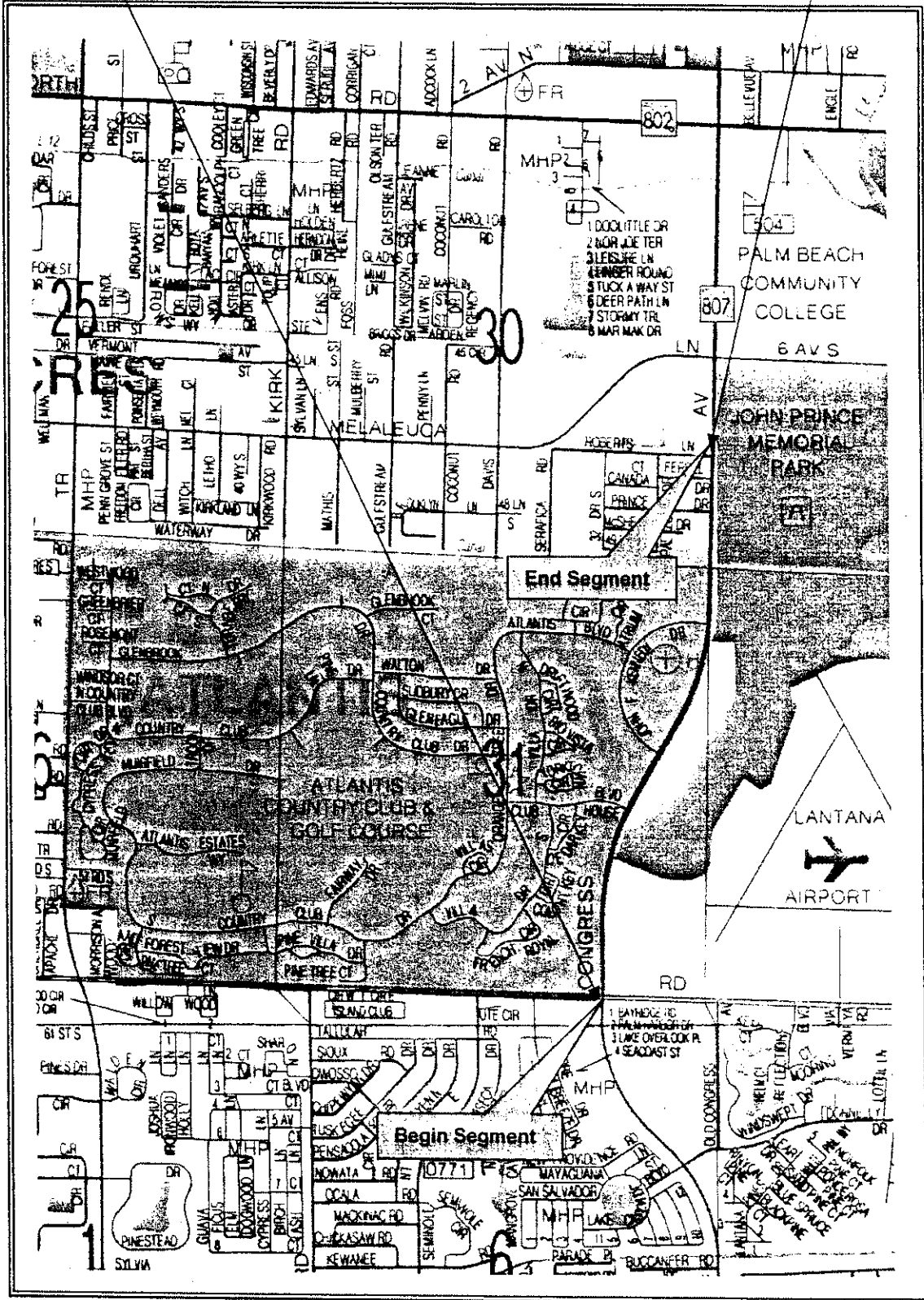






**PROJECT LOCATION  
CONGRESS AVENUE  
LANTANA RD. TO S. OF MELALEUCA LANE  
PALM BEACH COUNTY PROJECT NO. 2003507  
FEDERALLY FUNDED PROJECT # 229892-2-58-01**



**LOCATION SKETCH**

**CHANGE ORDER**

**ORIGINAL**

- Owner Initiated
- Differing Site Conditions
- Zoning/Code/Ordinance Changes
- Errors/Omissions/In Design
- Quantity Overruns/Underruns
- Request By Another Agency/Outside Party
- A. Reimbursable  B. Non-Reimbursable
- Other:

PROJECT: **CONGRESS AVENUE/LANTANA ROAD** CHANGE ORDER NO: 5 (five)  
 (Name) **TO MELALEUCA LANE** COUNTY PROJECT NO: 2003507  
 TO: FM #229892-2-58-01  
 (Contractor) H & J Contracting, Inc. CONTRACT DATE: 05/18/10  
 RESOLUTION NO: R2010-0737  
 DISTRICT NO: 3


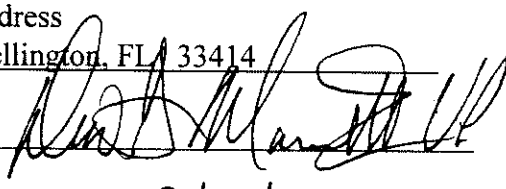
You are directed to make the following changes in this Contract:

- 67-Day Time Extension:
- 28 Weather days
- 14 Days for 2010 Thanksgiving and Christmas
- 04 Days for 2010 Labor Day (3) and MLK Day (1)
- 21 Days for 2011 Memorial Day (3), Independence Day (1), Labor Day (3), Thanksgiving and Christmas (14)

( Notice to Proceed was July 7, 2010)

The original Contract Sum was . . . . .	\$5,551,422.15
Net change by previous Change Orders . . . . .	\$ 12,683.67
The Contract Sum prior to this Change Order was . . . . .	\$5,564,105.82
The Contract Sum will be unchanged by this Change Order . . . . .	\$ -0-
The new Contract Sum including this Change Order will be . . . . .	\$5,564,105.82
The Contract Time will be increased by . . . . .	( 67 ) Days
The Date of Completion as of the date of this Change Order therefore is . . . . .	January 6, 2012

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE-STATED MODIFICATION(S). INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

*FHWA/FLDOT*  
 H & J Contracting, Inc. P.B.Co. Board of County Commissioners  
 ENGINEER (If Applicable) CONTRACTOR OWNER  
3160 Fairlane Farms Road P.O. Box 21229  
 Address Address  
Wellington, FL 33414 West Palm Beach, FL 33416-1229  
 BY  BY \_\_\_\_\_  
 DATE \_\_\_\_\_ DATE 2/27/12 DATE \_\_\_\_\_

*20 DOLLAR PARTICIPATION*  
*7-DAYS PARTICIPATION*  
 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS

for the Department to declare the Contractor in default, in accordance with 8-9, with the exception that the Contractor will not have ten calendar days to correct the conditions for which the suspension was ordered.

**8-6.1.1 State of Emergency:** The Engineer has the authority to suspend the Contractor's operations, wholly or in part, pursuant to a Governor's Declaration of a State of Emergency. The Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The Department, at its sole discretion, may grant an extension of Contract Time and reimburse the Contractor for specific costs associated with such suspension. Further, in such instances, the Department's determination as to entitlement to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis

**8-6.2 Prolonged Suspensions:** If the Engineer suspends the Contractor's operations for an indefinite period, store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way. Take every reasonable precaution to prevent damage to or deterioration of the work performed. Provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and provide any temporary structures necessary for public travel through the project.

**8-6.3 Permission to Suspend Contractor's Operations:** Do not suspend operations or remove equipment or materials necessary for completing the work without obtaining the Engineer's written permission. Submit all requests for suspension of operations in writing to the Engineer, and identify specific dates to begin and end the suspension. The Contractor is not entitled to any additional compensation for suspension of operations during such periods.

**8-6.4 Suspension of Contractor's Operations-Holidays:** Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the Engineer, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. Contract time will be adjusted in accordance with 8-7.3.2. The Contractor is not entitled to any additional compensation beyond any allowed contract time adjustment for suspension of operations during such holiday periods.

During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104. The Contractor is not entitled to any additional compensation for removal of equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

## **8-7 Computation of Contract Time.**

**8-7.1 General:** Perform the contracted work fully, entirely, and in accordance with the Contract Documents within the Contract Time specified in the proposal, or as may be extended in accordance with the provisions herein below.

The Department considers in the computation of the allowable Contract Time the effect that utility relocation and adjustments have on job progress and the scheduling of

construction operations required in order to adequately maintain traffic, as detailed in the plans or as scheduled in the Special Provisions.

**8-7.2 Date of Beginning of Contract Time:** The date on which Contract Time begins is either (1) the date on which the Contractor actually begins work, or (2) the date for beginning the charging of Contract Time as set forth in the proposal; whichever is earlier.

**8-7.3 Adjusting Contract Time:**

**8-7.3.1 Increased Work:** The Department may grant an extension of Contract Time when it increases the Contract amount due to overruns in original Contract items, adds new work items, or provides for unforeseen work. The Department will base the consideration for granting an extension of Contract Time on the extent that the time normally required to complete the additional designated work delays the Contract completion schedule.

**8-7.3.2 Contract Time Extensions:** The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations due to holidays as defined in 8-6.4, in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations due to holidays that prevent the Contractor from productively performing controlling items of work resulting in:

(1) The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items due to adverse weather conditions, holiday suspension; or

(2) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from

CHANGE ORDER HISTORY

PALM BEACH COUNTY PROJECT Congress Avenue from Lantana Road to Melaleuca Lane; Project No. 2003507

C.O. #	DATE APPROVED	COUNTY ENGINEER		C.R. COMMITTEE		TOTAL DEPT. & C.R. APPROVALS		BOARD OF CO. COMM.	
		AMOUNT	TIME	AMOUNT	TIME	AMOUNT	TIME	AMOUNT	TIME
1	11/15/2010	0.00	0						
2	3/23/2011	3,778.09	0						
3	4/20/2011	6,540.16	0						
4	5/13/2011	2,365.42	1						
	TOTAL	12,683.67	1	0.00	0	12,683.67	1		
	CUMULATIVE TOTAL	12,683.67	1	0.00	0	12,683.67	1		
	As of PPM CW-F-050 Dated June 1, 2011	SINGLE AMT. \$50,000.00 MAX. AMT. \$250,000.00 or 5% of contract	MAX. TIME 30 DAYS	SINGLE AMT. \$100,000.00 MAX. AMT. \$250,000.00 or 5% of contract	MAX. TIME 90 DAYS	MAXIMUM CUMULATIVE CO. ENG. & C.R. COMM. \$250,000.00 or 5% of contract	MAX. CUM. CO.ENG.&C.R. 120 DAYS		

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