

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: September 10, 2019	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department: Engineering and Public Works
Submitted By: Engineering and Public Works
Submitted For: Construction Coordination Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Change Order No. 2 with J.W. Cheatham, LLC (JWC) in the amount of \$20,983 and a time extension of 143 days to the Silver Beach Road, east of Congress Avenue to Old Dixie Highway Project R2018-1330 (Project).

SUMMARY: Per PPM CW-F-050, this change order exceeds the cumulative threshold relating to staff approvals of change orders to contracts, and requires the Board of County Commissioners (BCC) approval. Change Order No. 2 will compensate JWC for costs and delays associated with the discovery and removal of gopher tortoises within the project limits, and will extend the contract time 143 days. The contract was approved on September 18, 2018, prior to the effective date of the Equal Business Opportunity Ordinance and pursuant to the Small Business Enterprise (SBE) Ordinance at the time. The SBE goal for all contracts is 15%. JWC proposed 15.5% SBE participation. Their SBE participation for this change order is 29%, and their cumulative SBE participation to date including this change order is 0.1%. However, JWC expects to meet their SBE goal by completion of this contract. District 7 (YBH)

Background and Justification: During construction of the project, it was discovered that there were gopher tortoise burrows within the limits of the project. Since the gopher tortoise is a fully protected species, Palm Beach County made arrangements to have the tortoises relocated. After permitting with the Florida Fish and Wildlife Conservation Commission, the tortoises were relocated and JWC was notified to continue construction of the project.

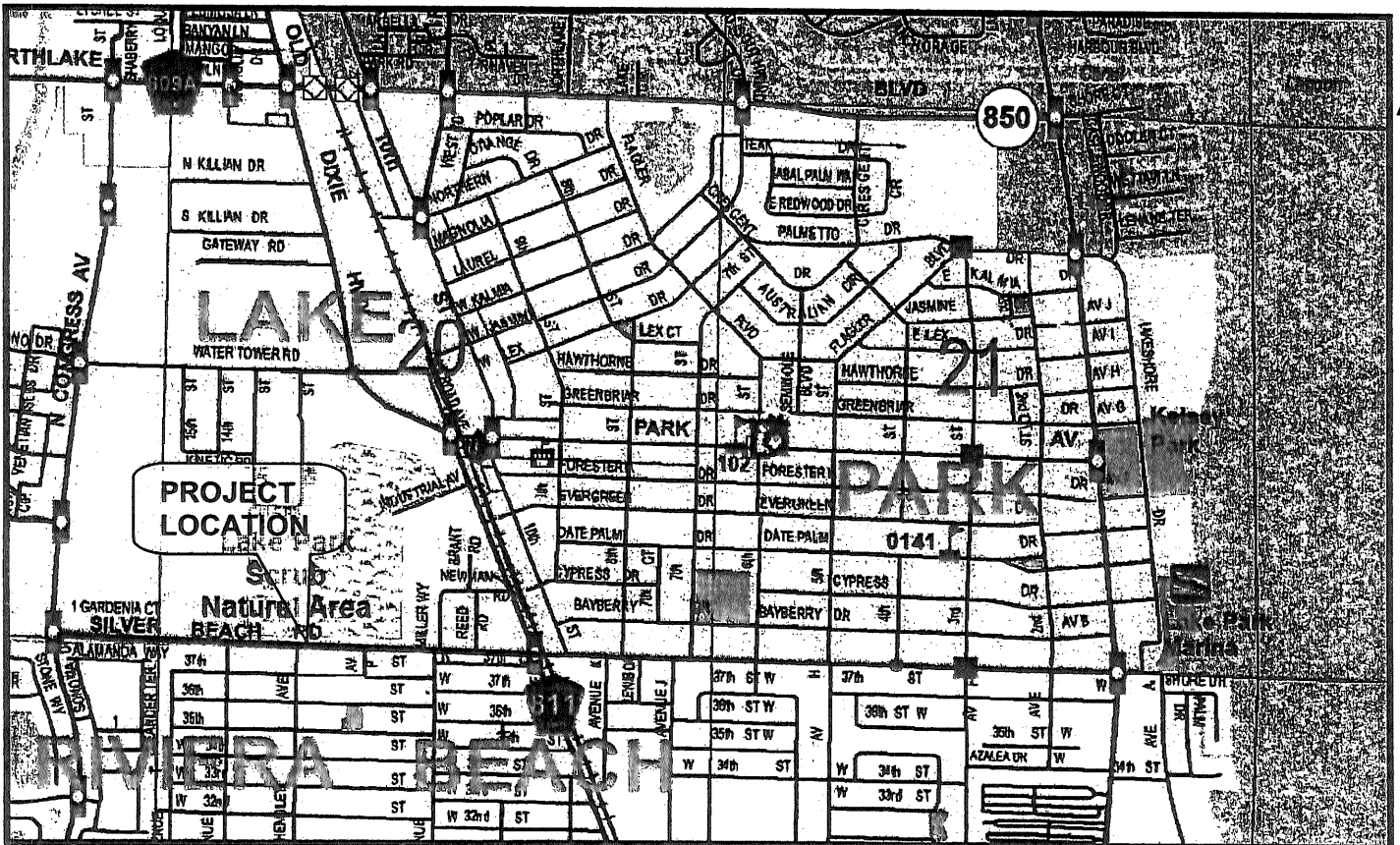
Attachments:

1. Location Map
2. Change Order No. 2 with Exhibits A, B, & C and Schedules 1 and 2
3. Change Order History

Recommended by:	<div style="display: flex; align-items: center;"> alt </div>	<div style="display: flex; align-items: center;"> JWC </div> 8/12/2019 Date
Approved by:	<div style="display: flex; align-items: center;"> </div> Assistant County Administrator	8/29/19 Date

PROJECT LOCATION
SILVER BEACH ROAD
EAST OF CONGRESS AVENUE
TO
OLD DIXIE HIGHWAY

PALM BEACH COUNTY PROJECT NO. 2003514



LOCATION MAP

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING & PUBLIC WORKS DEPARTMENT
P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229**



REQUEST:	REQUESTING DIVISION:	INFORMATION:
<input type="checkbox"/> WORK ORDER NO. _____	<input type="checkbox"/> ROAD & BRIDGE	DATE <u>June 14, 2019</u>
<input type="checkbox"/> NEW AUTHORIZATION	<input type="checkbox"/> TRAFFIC	REQUESTOR <u>Stephen O'Neil</u>
<input checked="" type="checkbox"/> CHANGE ORDER NO. <u>2</u>	<input type="checkbox"/> ROADWAY PRODUCTION	COMMISSION DISTRICT NO: <u>7</u>
<input type="checkbox"/> SUPPLEMENTAL NO. _____	<input checked="" type="checkbox"/> CONSTRUCTION COOR.	RESOLUTION NO: <u>R2018-1330</u>
<input type="checkbox"/> OTHER: _____	<input type="checkbox"/> STREETScape	PBC PO NUMBER: _____

PROJECT LOCATION/LIMITS: Silver Beach Road, E of Congress Ave to Old Dixie Hwy
PROJECT NUMBER: 2003514 **BUDGET LINE ITEM:** _____
CONTRACT NO: _____ **CONTRACT DATE:** September 18, 2018

CONTRACTOR/CONSULTANT/VENDOR: J.W. Cheatham, LLC **VENDOR #** _____
CONTACT: Moe Moussavi **CONTACT PHONE NUMBER:** 561-471-4100

Details: Change Order No 2 is for compensation and delays associated with the discovery and removal of gopher tortoises within the limits of the project, removal/disposal of trash dumped onsite during the delay (upon approval of Change Order No. 2) as well as a 143 day contract time extension.
See Exhibit "A" – Change Order details
See Exhibit "B" – Contractor's change order request
See Exhibit "C" – Bond Rider

The total amount of this request, per the attached documentation, is not to exceed \$20,983.00

The Small Business Enterprise.(SBE) goal for this contract is 15.5%. The estimated SBE participation for this request is 0.1%.
 The cumulative SBE participation to date for this Contract including this request is 0.1%.

Palm Beach County Engineering and Public Works Contact:

<u>Mark A. Tomlinson</u>	<u>Director</u>	<u>561-684-4180</u>
Name	Title	Telephone Number

CONTRACTOR/CONSULTANT/VENDOR APPROVALS Please indicate your receipt of this request by signing and returning this original document to our office.	Please sign below and submit with invoice at the completion of the project. Project completed in compliance with Contract and Project Specifications.
<u>S.M. Moussavi</u> <u>7/24/2019</u>	_____
Signature Date	Signature Date
<u>Seyed M. MOUSSAVI, V.P.</u>	_____
Print Name and Title	Print Name and Title

PALM BEACH COUNTY APPROVALS

<u>[Signature]</u> <u>7/31/19</u>	_____
Division Approval Date	Signature Date
<u>[Signature]</u> <u>8/1/19</u>	_____
Deputy County Engineer Date	Signature Date

BOARD APPROVAL? YES Date: 9/10/19

<u>[Signature]</u> <u>7/29/19</u>	_____
Budget Approval Date	Signature Date
_____	_____
PBC Board of Co. Commissioner	Date

ATTEST: Sharon R. Bock,
Clerk & Comptroller

Approved as to Form and Legal Sufficiency:

 (Deputy Clerk) Date

 (County Attorney)

CHANGE ORDER

EXHIBIT A

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: Silver Beach Road, E of Congress Ave to Old Dixie Highway

CHANGE ORDER NO: 2 (Two)
COUNTY PROJECT NO: 2003514
CONTRACT DATE: Sept. 18, 2018
RESOLUTION NO: R2018-1330
DISTRICT NO: 7

TO: J. W. Cheatham, LLC

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

As per Contract Section 4-3.7, Differing Site Conditions, remobilize to the jobsite following a 143 day work stoppage due to the discovery of gopher tortoises within the limits of the project. Upon approval of this change order, remove and dispose of trash dumped on the project site during the work stoppage. Maintain traffic control signage during work stoppage.

Total \$ 20,983.00

Contract time extension = 143 days

The original Contract Sum was	\$5,180,420.25
Net change by previous Change Orders	\$ 7,999.20
The Contract Sum prior to this Change Order was	\$5,188,419.45
The Contract Sum will be increased by this Change Order	\$ 20,983.00
The new Contract Sum including this Change Order will be	\$5,209,402.45
The Contract Time will be increased by.	(143) Days
The Date of Completion including this Change Order therefore is	November 29, 2020

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.

J. W. Cheatham, LLC
CONTRACTOR
7396 Westport Pl.
Address W. P. B., FL. 33413

NAME: Sayed M. Moussavi
SIGNATURE S.M. Moussavi
TITLE: Vice president
DATE: 7/24/2019



**Road Building &
Earthmoving Contractors**

June 11, 2019

Palm Beach County
Construction Coordination Division
P.O. Box 21229
West Palm Beach, FL 33416

Attn: Mr. Stephen O'Neil, Chief Construction Coordinator

Re: Silver Beach Road – Project No. 2003514

Dear Mr. O'Neil:

J.W. Cheatham, LLC is requesting compensation for additional cost incurred during stoppage of work due to relocation of Gopher Tortoise from January 18, 2019 to June 10, 2019. The additional cost consists of reimbursement for MOT devices, remobilization of equipment by J.W. Cheatham, LLC and clearing subcontractor, supervisory personnel to check the job twice a week , removal/disposal of additional trash dumped on the project site to be completed upon approval of this change order No. 2.

Remobilization (JWC)	8.00 HRS	@	\$121.00 /HR	\$968.00
Remobilization (Tree Cycle)	1.00 LS	@	\$1,650.00 /LS	\$1,650.00
Remove & Dispose Trash (Tree Cycle)	1.00 LS	@	\$4,950.00 /LS	\$4,950.00
Supervision & Truck (20 wks @ 4 hrs/wk)	80.00 HRS	@	\$123.00 /HR	\$9,840.00
MOT Equipment Rental	143.00 Days	@	\$25.00 /Day	<u>\$3,575.00</u>
			Total	\$20,983.00

Additional Contract Day 143 Days

Please call should you have any questions.

Sincerely,
J.W. Cheatham, LLC
S. M. Moussavi
Moe Moussavi
Vice President

7396 Westport Place West Palm Beach, FL 33413 Phone: (561) 471-4100 Fax: (561) 471-8348

JUL 23 2019



5019 80th Terr S
 Lake Worth FL 33467
 Office: 561-966-6095 Fax: 561-966-8671

Change Order

Proposal: 060419-06

Date: 06/04/19

Name: JW Cheatham	Job Name: Silver Beach Road
Address: 7396 Westport Place West Palm Beach, FL	Location: On Silver Beach Rd just E of Congress Ave to just E of Old Dixie Hwy, Lake Park FL
Telephone: 561-471-4100	Legal Description:
Fax: 561-471-8348	Owner of Property:
Contact: Moe	Estimator: Sean Casey

Treecycle will....

Load and haul offsite 2 piles of vegetation, 1 pile of old railroad ties, misc trash and concrete cylinder wrapped in steel that were dumped onsite.

.....\$4,500.00

Unless otherwise stated, price quoted is based upon one move-in and one set up of equipment only and no handwork. Unless otherwise stated above this price is based on no muck, if muck is encountered there will be a change in price. It is subject to approval of plans and specifications furnished to us for bidding purposes. TREECYCLE defines clearing and grubbing as taking down all trees and stumps, and root raking site 6" in depth. If there is any grass onsite, this will be part of the stripping, not clearing and grubbing. There will be small wood debris left behind that cannot be picked up with root rake. TREECYCLE will not be responsible for any removal of vegetation that is contaminated or buried with any concrete, steel, dirt or anything other than combustible vegetation. TREECYCLE will leave 6" of mulch on the ground in stockpile areas to keep machinery from loading dirty mulch. TREECYCLE is not responsible for the last 6" of mulch left on the ground, and this will be considered stripings. TREECYCLE will not be responsible for damage to fences or other structures that are surrounded by trees that are to be removed. All materials and workmanship shall be in accordance with the plans and specifications provided within normal tolerance. The presence of utilities or structures that interfere with the movement of TREECYCLES equipment will require an additional amount to be added to this quote. All construction staking and layout is excluded. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will be an extra charge above this estimate. Temporary work stoppage : Should a situation arise wherein, through no fault of his own, TREECYCLE is unable to perform the work set forth as above, TREECYCLE shall then reschedule the completion of the work at its next available time, and levy reasonable remobilization charges. TREECYCLE will carry liability insurance. TREECYCLE can not be held responsible for unforeseen situations such as muck beneath the earth, weather, etc. This proposal is valid for Thirty (30) days.

EROSION CONTROL

Work area must be cleared, grubbed, and striped prior to any installation. It must also be trencher (Large ride-on) accessible and dry. All material delivered to site becomes the responsibility of the prime contractor. Relocation of erosion control devices is excluded. Maintenance or removal of erosion control devices is excluded. Job to be field measured for accurate billing. TREECYCLE will not be responsible for any material underground.

DEMOLITION

Treecycle is not responsible for any Asbestos inspection or Removal. Treecycle is not responsible for any material that is contaminated with lead paint. Treecycle is not responsible for any material that is buried underground. Contractor will be responsible for the costs and fees associated with utility disconnect. All the Utilities must be disconnected prior to the start of the Demo.

Terms and Conditions to be Performed by Client: Contractor/Owner is responsible for all permits. Customer will assume full responsibility for under ground locates and damages if less than one (1) week notice is given for the start of the project and the correct address and dimensions are not received prior to that same week. Owner of property will carry liability insurance to cover damage to property not related to TREECYCLE Land Clearing, Inc.'s operation. Please note that TREECYCLE Land Clearing Inc. maintains a Safety Program that this proposal includes an allocation of resources necessary to enforce all applicable safety regulations and for regular job site inspections to be performed by our supervisory level employees. In the event that Client's failure to perform his terms of the contract results in additional costs to TREECYCLE Land Clearing, Inc., said costs will be passed on to Client. Should said failure result in TREECYCLE Land Clearing, Inc.'s equipment sitting idle for more than 0 hour(s) TREECYCLE Land Clearing, Inc.'s option, reserves the right to remove its equipment from the job site with no guaranteed time of re-entry. All agreements are contingent upon strikes, accidents or delays beyond TREECYCLE Land Clearing, Inc.'s control.

Bld Amount: SEE ABOVE Method of Payment: net (30) no retainage to be withheld

Interest shall accrue on all overdue accounts at the rate of 18% per annum. In the event of non-payment of amounts owed under this contract, (with Palm Beach County Venue) client agrees to pay reasonable attorney fees for its collection.

TREECYCLE LAND CLEARING, INC.

CONTRACTOR:

Accepted By: _____ Accepted By: _____

Sean Casey Print Name: _____

Date: _____ Date: _____



5019 80th Terr S
 Lake Worth FL 33467
 Office: 561-966-6095 Fax: 561-966-8671

Change Order

Proposal: 052419-01

Date: 05/24/19

Name: JW Cheatham	Job Name: Silver Beach Road
Address: 7396 Westport Place West Palm Beach, FL	Location: On Silver Beach Rd just E of Congress Ave to just E of Old Dixie Hwy, Lake Park FL
Telephone: 561-471-4100	Legal Description:
Fax: 561-471-8348	Owner of Property:
Contact: Moe	Estimator: Sean Casey

Treecycle will....

Remobilization of clearing crew.

.....\$1,500.00

Unless otherwise stated, price quoted is based upon one move-in and one set up of equipment only and no handwork. Unless otherwise stated above this price is based on no muck, if muck is encountered there will be a change in price. It is subject to approval of plans and specifications furnished to us for bidding purposes. TRECOCYCLE defines clearing and grubbing as taking down all trees and stumps, and root raking site 6" in depth. If there is any grass onsite, this will be part of the stripping, not clearing and grubbing. There will be small wood debris left behind that cannot be picked up with root rake. TRECOCYCLE will not be responsible for any removal of vegetation that is contaminated or buried with any concrete, steel, dirt or anything other than combustible vegetation. TRECOCYCLE will leave 6" of mulch on the ground in stockpile areas to keep machinery from loading dirty mulch. TRECOCYCLE is not responsible for the last 6" of mulch left on the ground, and this will be considered stripplings. TRECOCYCLE will not be responsible for damage to fences or other structures that are surrounded by trees that are to be removed. All materials and workmanship shall be in accordance with the plans and specifications provided within normal tolerance. The presence of utilities or structures that interfere with the movement of TRECOCYCLE'S equipment will require an additional amount to be added to this quote. All construction staking and layout is excluded. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will be an extra charge above this estimate. Temporary work stoppage : Should a situation arise wherein, through no fault of his own, TRECOCYCLE is unable to perform the work set forth as above. TRECOCYCLE shall then reschedule the completion of the work at its next available time, and levy reasonable remobilization charges. TRECOCYCLE will carry liability insurance. TRECOCYCLE can not be held responsible for unforeseen situations such as muck beneath the earth, weather, etc. This proposal is valid for Thirty (30) days.

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Bid Amount: SEE ABOVE Method of Payment: net (30) no retainage to be withheld

Interest shall accrue on all overdue accounts at the rate of 18% per annum. In the event of non-payment of amounts owed under this contract,(with Palm Beach County Venue) client agrees to pay reasonable attorney fees for its collection.

TRECOCYCLE LAND CLEARING, INC.

CONTRACTOR:

Accepted By: _____ Accepted By: _____

Sean Casey _____ Print Name: _____

Date: _____ Date: _____



Silver Beach Road 6-13-19
Trash dumped onsite

RECEIVED
JUL 23 2019
CONSTRUCTION COORDINATION

Bond No: 106907383

INCREASE RIDER

Rider to be attached to and form a part of Payment & Performance Bond Number 106907383, dated the 18 day of September, 2018 issued by Travelers Casualty and Surety Company of America a corporation organized and existing under the laws of the State of CT, (hereinafter called the "Surety"), on behalf of J.W. Cheatham, LLC (hereinafter called the "Principal"), in favor of Palm Beach County (hereinafter called the "Obligee").

It is understood and agreed that the penal sum of the attached bond is hereby INCREASED as follows:

From: \$5,188,419.45 Five Million One Hundred Eighty Eight Thousand Four Hundred Nineteen Dollars and 45/100
To: \$5,209,402.45 Five Million Two Hundred Nine Thousand Four Hundred Two Dollars and 45/100

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 2nd day of July, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

J.W. Cheatham, LLC
(Principal) (Seal)

7396 Westport Place, West Palm Beach, FL 33413
(Business Address)

Witness: 

Or Secretary's Attest

By S.M. [Signature] V.P.
(Signature) (Title)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

One Tower Square, Hartford, CT 06183
(Business Address)

Witness: 

Or Secretary's Attest

By Charles D. Nielson
(Signature) Charles D. Nielson (Title)
Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHARLES D NIELSON** of **MIAMI LAKES Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



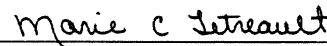
State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I herunto set my hand and official seal.
My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

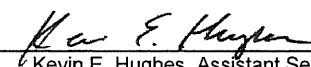
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **July**, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: Silver Beach Road PROJECT NO. OR BID NO.: 2003514
 NAME OF PRIME BIDDER: J.W. Chatham, LLC ADDRESS: 7396 Westport Pl., W.P.B., FL. 33413
 CONTACT PERSON: Moe Moussaoui PHONE NO.: (561) 471-4100 FAX NO.: (561) 471-8348
 BID OPENING DATE: N/A USER DEPARTMENT: Roadway production

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION, AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE-M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION, AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. <u>Tree Cycle Land Clearing, Inc</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	<u>6000.00</u>	_____	
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
(Please use additional sheets, if necessary)			Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>6000.00</u>	<u>0</u>

Total Bid Price: \$ 20,983.00 Total SBE-M/WBE Participation Dollar Amount or Percentage of Work: 6000.00

I hereby certify that the above information accurate to the best of my knowledge: S. M. Mcawney V.P.
 Signature Title

- Note:
- The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 - Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
 - M/WBE information is being collected for tracking purposes only.



OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 2003514 PROJECT NAME: Silver Beach Road
TO: J. W. Cheatham, LLC (Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a (check one or more, as applicable):

Small Business Enterprise [X] Minority Business Enterprise
Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) [X]

Date of Palm Beach County Certification: 01/28/2018

The undersigned is prepared to perform the following described work in connection with the above project (additional sheets may be used as necessary):

Table with 4 columns: Line Item/Lot No. Item Description, Qty./Units, Unit Price, Total Price/Percentage. Includes entries for 'Remobilization' and 'Remove/Dispose additional Trash'.

at the following price or percentage: (Subcontractor's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage 0 / N/A (Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

J. W. Cheatham, LLC
Print Name of Prime Contractor

Treecycle Land Clearing Inc.
Print Name of SBE-M/WBE Subcontractor

By: S. M. Moussavi
Signature

By: [Signature]
Signature

Sayed M. Moussavi, V.P.
Print Name/Title of Person Executing on Behalf of Prime Contractor

Sean Casey / President
Print Name/Title of Person Executing on Behalf of SBE/M/WBE Subcontractor

Revised 10/11/2011

Date: July 16, 19

CHANGE ORDER HISTORY

PALM BEACH COUNTY PROJECT 2003514 - Silver Beach Road, E of Congress Ave to Old Dixie Hwy

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	4/23/2019	7,999.20							
	TOTAL	7,999.20	0	0.00	0	7,999.20	0		
	CUMULATIVE TOTAL	7,999.20	0	0.00	0	7,999.20	0		
	As of PPM CW-F-050 Dated February 24, 2016	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		

FILE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tequesta Insurance Advisors a Marsh & McLennan Agency 218 S US Hwy 1, Ste 300 Tequesta FL 33469	CONTACT NAME: Debra Neumann, CIC PHONE (A/C No. Ext): (561) 746-4546 FAX (A/C No.): (561) 746-9599 E-MAIL ADDRESS: dneumann@mma-fl.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Zurich American Insurance</td> <td>16535</td> </tr> <tr> <td>INSURER B:</td> <td>American Guarantee & Liability</td> <td>26247</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance	16535	INSURER B:	American Guarantee & Liability	26247	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED JW Cheatham, LLC 7396 Westport Place West Palm Beach FL 33413																					

COVERAGES **CERTIFICATE NUMBER:** 2019/20 AI Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	GLO6541761-08	3/1/2019	3/1/2020	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			BAR6541760-08	3/1/2019	3/1/2020	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 20,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 20,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$		0	AUC0233557-03	3/1/2019	3/1/2020	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC6541764-08	3/1/2019	3/1/2020	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project No. 2003514 Silver Beach Road, E. of Congress Avenue to Old Dixie Highway
 If required by written contract, Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, Its Officers, Employees & Agents are Additional Insureds per form UGL1175-F CW 04-13 attached to General Liability policy. If required by written contract, the General Liability policy extends a Waiver of Subrogation on behalf of the Additional Insured Parties per form UGL925BCW 12-01 attached to General Liability policy. Umbrella is Follow Form Forms attached: UGL1175-F CW 04-13 & UGL925BCW 12-01

CERTIFICATE HOLDER Palm Beach County c/o Insurance Tracking Service, Inc. (ITS) P.O. Box 20270 Long Beach, FL 90801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mark Kasten/DEBBIE

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 6541761 08	03/01/2019	03/01/2020	03/01/2019	50672000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: J . W . CHEATHAM LLC
Address (including ZIP Code):

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.