

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

Meeting Date: July 14, 2020	<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. 8 with Community Asphalt Corp. (CAC) in the amount of \$100,983.30, and a contract time extension of 267 days to the Toney Penna Drive and Old Dixie Highway project (R2016-1315).

SUMMARY: Per PPM CW-F-050, this change order exceeds the threshold of \$100,000 and allowable time extensions relating to staff approvals of change orders to contracts, and requires the Board of County Commissioners (BCC) approval. Change Order No. 8 will compensate CAC for costs and delays associated with overhead utility relocation, power de-energization, plan revisions, weather delays and holidays, and will extend the contract time by 267 days resulting in a new completion date of December 20, 2018. After completion and acceptance of the project on February 26, 2019, CAC submitted a claim on May 16, 2019 for additional contract time and compensation. Negotiations between CAC and Palm Beach County commenced and an agreement was reached on March 18, 2020 resulting in the preparation of Change Order No. 8. The contract was approved on September 27, 2016, 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 was 15%. CAC committed to 11.61% SBE participation. Their SBE participation for this change order is 0%, and their cumulative SBE participation to date, including this change order, is 11.6%. CAC is a Palm Beach County based company. District 1 (YBH)

Background and Justification: Change Order No. 8 is due to unforeseen field conditions resulting in plan revisions and utility delays. Weather and holidays also delayed the project. Original contract amount was \$2,079,181.90 and after all change orders the new contract amount is \$2,227,409.24. Liquidated damages will be assessed in the amount of \$59,748.00 for 39 days.

- Attachments:**
1. Location Map
 2. Change Order No. 8 with Exhibits A, B, and C
 3. Change Order History

<i>alt</i> Recommended by: YBH/TEL	<i>David Z...</i> County Engineer	<i>5/18/2020</i> Date
Approved by:	<i>Fae</i> Assistant County Administrator	<i>6/11/20</i> Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	<u>\$100,984</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$100,984</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No

Budget Account No:

Fund 3501 Dept 361 Unit 1004 Object 6551

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Fund - Zone 1
 Toney Penna Dr & Old Dixie Hwy

Change Order #8 \$ 100,983.30

C. Departmental Fiscal Review: *Alicia Kovalainen*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 6/8/2020
 OFMB 6/8/20

[Signature] 6/10/2020
 Contract Dev. and Control 6/9/20

B. Approved as to Form and Legal Sufficiency:

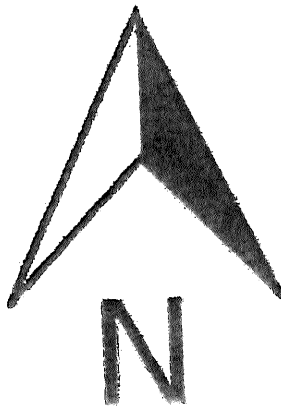
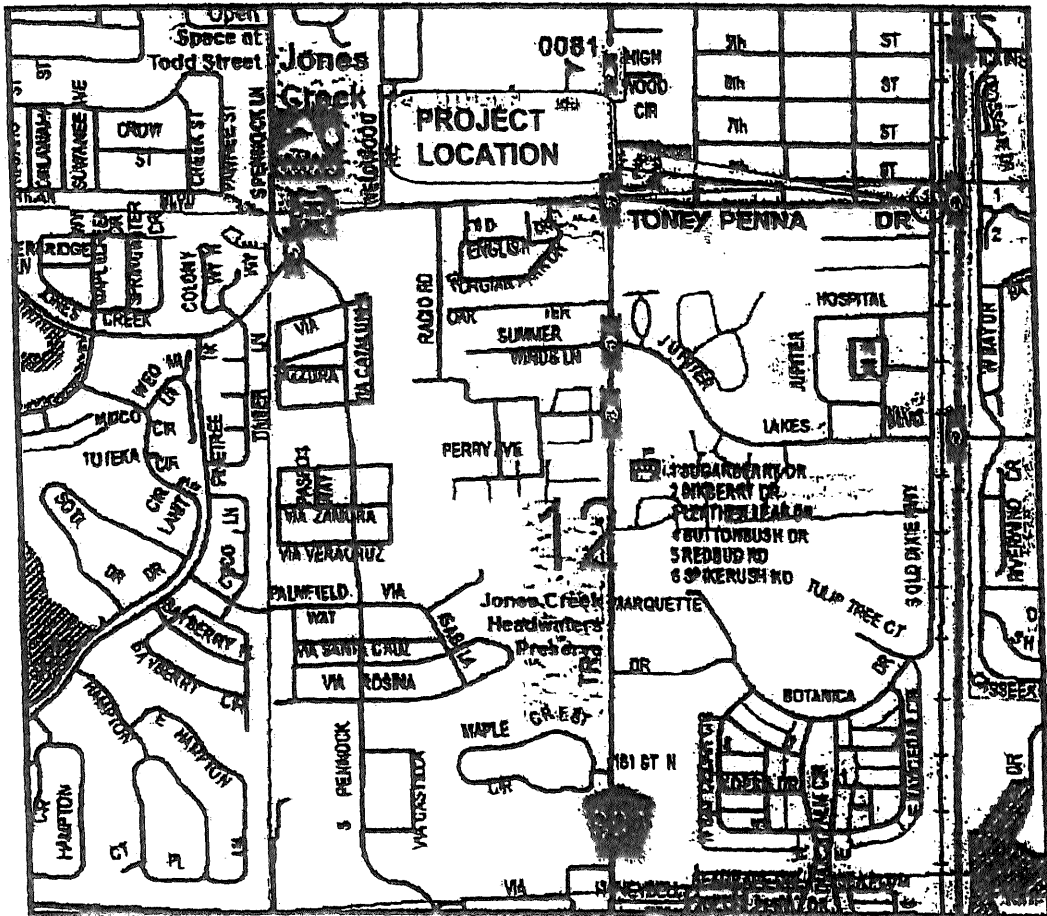
Jean-Adel Williams
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**PROJECT LOCATION
TONEY PENNA DRIVE AND OLD DIXIE HIGHWAY
PALM BEACH COUNTY PROJECT NO. 2002109**



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:
WORK ORDER NO. _____	ROAD & BRIDGE _____	DATE <u>March 31, 2020</u>
NEW AUTHORIZATION _____	TRAFFIC _____	REQUESTOR <u>Stephen O'Neil</u>
<input checked="" type="checkbox"/> CHANGE ORDER NO. <u>8</u>	ROADWAY PRODUCTION _____	COMMISSION DISTRICT NO: <u>1</u>
SUPPLEMENTAL NO. _____	CONSTRUCTION COOR. _____	RESOLUTION NO: <u>R2016-1315</u>
OTHER: _____	STREETSCAPE _____	PBC PO NUMBER: _____

PROJECT LOCATION/LIMITS: Toney Penna Drive and Old Dixie Highway
 PROJECT NUMBER: 2002109 BUDGET LINE ITEM: _____
 CONTRACT NO: _____ CONTRACT DATE: 9/27/16

CONTRACTOR/CONSULTANT/VENDOR: Community Asphalt Corp. VENDOR # _____
 CONTACT: Anais Villalobos-Smerling CONTACT PHONE NUMBER: 305-505-3499

Details: Change Order 8 is for costs and delays associated with utility relocation, power de-energization, plan revisions, weather and holidays, and includes a contract time extension of 267 days.
 Exhibit "A": Change Order Details
 Exhibit "B": Bond Rider for increase in contract amount
 Exhibit "C": Certificate of Insurance, EBO Schedule 1 and 2

The total amount of this request, per the attached documentation, is not to exceed \$ 100,983.30

The Small Business Enterprise (SBE) goal for this contract is 11.61%. The estimated SBE participation for this request is 0%
 The cumulative SBE participation to date for this Contract including this request is 11.6%.

Palm Beach County Engineering and Public Works Contact:

<u>Mark A. Tomlinson</u>	<u>Director, Construction Coordination</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.

Don Hickey 5/18/20
 Signature Date

Signature Date

DON HICKEY - EXEC VICE PRESIDENT
 Print Name and Title

Print Name and Title

PALM BEACH COUNTY APPROVALS
[Signature] 5/29/20
 Division Approval Date
[Signature] 6/5/2020
 Deputy County Engineer Date

BOARD APPROVAL? YES Date: July 14, 2020
[Signature] 5/27/2020
 Budget Approval 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" (Page 1 of 13)

- 1.3.4 Owner Initiated
- 2.5 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: Toney Penna Drive and Old Dixie Highway
 TO: Community Asphalt Corp.

CHANGE ORDER NO: 8 (Eight)
 COUNTY PROJECT NO: 2002109
 CONTRACT DATE: 9/27/2016
 RESOLUTION NO: R2016-1315
 DISTRICT NO: 1

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

1. Pursuant with Contract Section 8-7.3.2, "Contract Time Extensions", extend contract time 139 days due to the following:
 - a. FP&L delay in de-energizing overhead utility lines necessary for installation of new mast arm, (21 days non-compensable time).
 - b. Plan Revision #9 modifying curb and asphalt overbuild elevations (28 days non-compensable time).
 - c. FP&L delay in relocating existing utility pole in conflict with widening of Toney Penna Drive (35 days non-compensable time).
 - d. AT&T delay in relocating existing communication line and box (27 days non-compensable time).
 - e. FP&L delay in relocating existing utility pole guy anchor in conflict with construction of new concrete sidewalk (28 days non-compensable time).
2. Pursuant with Contract Section 4-3.2, "Increase, Decrease of Alteration of Work", extend contract time 94 days due to the following:
 - a. Plan Revision #10, add drainage structure and piping to collect standing water on driveway on Old Dixie Highway, drainage structure paid for under Contract Pay Item #16, Inlets (Ditch Bottom)(Type C)(18 days compensable time, 22 days non-compensable time). 18 days @ \$792.07/day = \$14,257.26. Pipe installation = \$1,622.10.
 - b. Modify Drainage Structure S-7 to align with new curb on Old Dixie Highway (5 days compensable time).
5 days @ \$792.07/day = \$3,960.35.
 - c. Install temporary pavement markings on Toney Penna Drive to lengthen left turn lane per plan revision requested by The Town of Jupiter (35 days non-compensable time).
 - d. Replace existing small traffic control cabinet with new large cabinet as needed to fit new signalization equipment, cabinet furnished by Palm Beach County Traffic Division, install only (14 days compensable time).
14 days @ \$792.07/day = \$11,088.98. Installation of cabinet = \$2,595.00.
3. Extend contract time 23 days due to the effects of inclement weather as per Contract Section 8-7.3.2 (5/17/18, 5/18/18, 5/19/18, 5/20/18, 5/21/18, 5/22/18, 5/23/18, 5/24/18, 5/25/18, 5/29/18, 5/30/18, 5/31/18, 6/1/18, 6/2/18, 6/3/18, 6/4/18, 6/5/18, 6/6/18, 6/7/18, 6/8/18, 6/9/18, 6/10/18, 6/11/18).
4. Extend contract time 11 days for holidays as per Contract Section 8-6.4 (5/26/18, 5/27/18, 5/28/18, 7/4/18, 9/1/18, 9/2/18, 9/3/18, 11/22/18, 11/23/18, 11/24/18, 11/25/18).
5. Pursuant with Contract Section 4-3.2.1, "Allowable Costs for Extra Work", Time related direct costs for compensable delays (Items 2a, 2b, and 2d) equals \$66,459.78.

Bond costs for increase in contract amount = \$999.83

TOTAL CHANGE ORDER AMOUNT = \$100,983.30

Total contract time extension is 267 days.

The original Contract Sum was	\$ 2,079,181.90
Net change by previous Change Orders	\$ 47,244.04
The Contract Sum prior to this Change Order was	\$ 2,126,425.94
The Contract Sum will be <u>increased</u> by this Change Order	\$ 100,983.30
The new Contract Sum including this Change Order will be	\$ 2,227,409.24
The Contract Time will be <u>increased</u> by	(267) Days
The Date of Completion including this Change Order therefore is	December 20, 2018

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.

Community Asphalt Corp.
 CONTRACTOR

Address: 9675 NW 117th Ave, Suite 108 Miami, FL 33178

NAME: Don Hickey
 SIGNATURE: [Signature]
 TITLE: Exec. Vice President
 DATE: 5/18/20

Stephen O'Neil

From: Anais Villalobos <anais.villalobos@ohlina.com>
Sent: Wednesday, March 18, 2020 11:47 AM
To: Stephen O'Neil
Cc: Mark Tomlinson; Danny Lustgarten; Don Hickey
Subject: RE: Toney Penna Drive & Old Dixie Highway PBC Project 2002109
Attachments: 2020.03.16 - 7038 - Cost Summary with backups.pdf

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Stephen,

Following to our meeting held last week (Monday 3/9/2020), your current offer is:

Time Extension:

Item	Activity Name	Time Extension (Cal Days)-PBC	Excusable Compensable (Cal Days)-PBC
a	Hurricane Irma Restoration Period / FPL De-Energizing Delay	21	-
b	Plan Revision #9 Curb Modifications / New Overbuild Elevations	28	
c	FPL Pole Relocation - Relocation of wood pole in conflict with widening	35	
d	AT&T line & Communication Box Relocation	27	
e	RFI #10 - Revision # 10 (RFI 10 dated 7/13/2018 - Rev 10 dated 7/31/18)	40	18
f	Guy Wires in conflict with Inside Sidewalk	28	
g	Structure # 7 Design Modification	5	5
h	Town of Jupiter - As built at Orange Avenue	-	
i	Town of Jupiter - Final Striping Revision	35	
j	Replace Traffic control cabinet	14	14
		233	37

During the period of contract time extension of 233 calendar days, 23 days of weather and 11 days of holidays occurred. This brings a new completion date of 12/20/2018. Liquidated damages in the amount of \$ \$59,748 (39 days at \$1,532.00/day) will be assessed.

CAC has reviewed this offer and we decided to accept it. Enclosed find revised cost package for your review and use.

We appreciate your prompt processing of a final change order and payment.

Thank you very much for your help,

*9675 NW 117th Ave, Suite 108, Miami, FL 33178**P: (786) 418-3507/ C: (305) 505-3499**anais.villalobos@ohlna.com*[\[linkedin.com\]](#) [\[facebook.com\]](#)[\[instagram.com\]](#) [\[twitter.com\]](#)[\[youtube.com\]](#)**From:** Stephen O'Neil <SOneil@pbcgov.org>**Sent:** Tuesday, February 4, 2020 2:36 PM**To:** Anais Villalobos <anais.villalobos@ohlna.com>; Danny Lustgarten <Danny.Lustgarten@ohlna.com>**Cc:** Mark Tomlinson <MTomlins@pbcgov.org>**Subject:** [EXTERNAL] Toney Penna Drive & Old Dixie Highway PBC Project 2002109

Anais / Danny,

We have made our final review of your request for time extension and additional compensation for the Toney Penna Drive & Old Dixie Highway project.

Below is a summary of our final offer.

Time Impact Assessment

- a. Hurricane Irma Restoration / Recovery Delay
Response: PB County agrees to 21 day time extension.
- b. Plan Revision #9, Curb Modifications / New Overbuild Elevations
Response: PB County agrees to 28 day time extension.
- c. FPL relocation of wood poles in conflict with widening
Response: PB County agrees to 35 day time extension.
- d. AT&T line & Communication Box Relocation
Response: PB County agrees to 27 day time extension.
- e. Plan Revision #10 – Add a S-3A and Pipe
Response: Change Order Request has been submitted and accepted. Change order will include a 40 day time extension.
- f. FPL Pole Guy Wire in Conflict with Inside Sidewalk
Response: PB County agrees to 28 day time extension.
- g. Modified Structure S-7
Response: PB County agrees to 5 day time extension.
- h. Town of Jupiter request for Orange Ave. as built drawing
Response: PB County does not agree. No time granted.
- i. Final Striping Revision by Town of Jupiter
Response: PB County agrees to 35 day time extension.
- j. Replace Traffic Control Cabinet
Response: Change order request has been submitted and is acceptable. Change order will include a 14 day time extension.

Based on our review of this claim, PB County can justify a contract extension of 233 days of non-compensable time.

Current Completion Date	3-28-18 as of Change Order #7
233 day time extension	New Completion Date 11-16-18
23 weather days/11 holidays	New Completion Date 12-20-18

PB County conducted the semifinal inspection on December 19, 2018 which initiated a 30 day time suspension. Contract time resumed on January 19, 2019. The final inspection and project acceptance by PB County occurred on February 27, 2019.

Liquidated damages in the amount of \$1,532.00 per day will be assessed for the 39 days between January 19, 2019 and February 27, 2019.

If you have any comments or questions please respond within 14 calendar days of the date of this email. We will begin processing the change order that will be required to resolve the claim and close out the project.

Thank you

Stephen O'Neil
Chief Construction Coordinator
Palm Beach County Department of Engineering & Public Works
Construction Coordination Division

Office 561-684-4180
E Mail soneil@pbcgov.org

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Toney Pena - Request for Time Extension and Additional Compensation

1 Direct costs		
a	Hurricane Recovery / Restoration	-
b	Replace Traffic Control Cabinet	2,595.00
c	Revision 10	1,622.10
d	Time Related Direct Costs	66,459.78
Total Direct Costs Cost = =		70,676.88 USD

2 Indirect Costs		
D	=	$\frac{A \times C}{B}$
		A = Original Contract Amount
		B = Original Contract Time
		C = 8%
		D= Average Overhead Per Day
D=	\$	$\frac{2,079,181.90}{210} \times 0.08 = 792.07 \text{ \$/day}$
Total Indirect Cost =	37	$\times 792.07 = 29,306.59 \text{ USD}$

3 Bond Costs		
	Total Costs (Items 1d and 2)	99,983.47
Total Bond Costs =	1.00% X	$99,983.47 = 999.83 \text{ USD}$

Total Cost (Items 1, 2, and 3)	100,983.30 USD
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SUMMARY OF WORK ORDER

2002109

Toney Pena Drive And Old Dixie Highway

CAC # 7038



OHL
Community
Asphalt

DATE: Monday, March 9, 2020

DESCRIPTION: Controller Cabinet (Install Only) No pay item Exist

LABOR BREAKDOWN

DESCRIPTION	U/M	RATE	QTY	EXTENSION	BURDEN	TOTAL COST
					39.21%	\$ -
					39.21%	\$ -
					39.21%	\$ -
					39.21%	\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -

TOTAL LABOR: \$ -

MATERIAL BREAKDOWN

DESCRIPTION	U/M	RATE	QTY	EXTENSION
				\$ -
				\$ -
				\$ -

TOTAL MATERIAL: \$ -

EQUIPMENT

EQUIPMENT	U/M	RATE	QTY	EXTENSION
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

TOTAL EQUIPMENT \$ -

SUBCONTRACT

SUBCONTRACTOR	U/M	RATE	QTY	EXTENSION
Valant Power South	LS	\$ 2,350.00	1.00	\$ 2,350.00
	LS			\$ -

TOTAL SUBCONTRACT \$ 2,350.00

TOTAL LABOR:	\$	-
TOTAL MATL:	\$	-
TOTAL MATL TAX (7%):	\$	-
TOTAL EQUIP:	\$	-
(+) 17.5%:	\$	-
TOTAL:	\$	-
TOTAL SUBC:	\$	2,350.00
(+) 10%:	\$	-
SUBTOTAL:	\$	2,350.00

Anais Villalobos

From: Aryail Gomez
Sent: Tuesday, July 31, 2018 3:16 PM
To: Stephen O'Neil (SOneil@pbcgov.org)
Cc: Robert Niston; Steve Nedoroscik; Vernon Walker
Subject: 7038 / 2002109 / Toney Penna & Old Dixie Hwy: Cabinet Install
Attachments: CAC Breakdown - Controller Cabinet.pdf; CO# F117-02 Traffic Controller Modification - Proposal (7-24-2018).pdf

Expires: Sunday, January 27, 2019 12:00 AM

Please see attached proposed for new cabinet need to accommodate the work below.

Thanks.



Aryail M. Gomez
Project Manager
Project Line (786) 418-3580
Mobile Line (561) 718-5461
Email: aryail.gomez@ohlina.com

From: Robert McIntosh <RMcIntosh@valiantpowergroup.com>
Sent: Thursday, July 26, 2018 4:29 PM
To: Aryail Gomez <Aryail.Gomez@ohlina.com>
Cc: Ed Shea <EShea@valiantpowergroup.com>; Jerry Stine <JStine@valiantpowergroup.com>
Subject: [EXTERNAL] Cabinet Install Toney Penna

Aryail,
As discussed the existing cabinet is being replaced, in conjunction w/ palm beach county traffic operations, in addition Pre-emption needs to be added into the cabinet. There is no pay-item in the contract to perform this work.

We are requesting utilizing the pay item in the palm county traffic signal annual contract -670-5-310a "controller cabinet install" as a change order proposed for this contract – which covers this scope of work.

Please see attached.

Please provide approval as soon as possible.

Rob "Mac" McIntosh
Project Manager
Vallant Power South, LLC
13000 SE Flora Ave. | Hobe Sound, FL 33455
Phone: (772) 675-2102 | Fax: (772) 675-2107 | Cell: (772)-577-9764
Email: rmcintosh@valiantpowergroup.com



Valiant Power South, LLC

12800 SE Suzanne Dr.
 Hobe Sound, FL 33455
 Office: (772) 675-2102
 Fax: (772) 675-2107
 Email: rlouis@valiantpowergroup.com
 Email: jtheinbotham@valiantpowergroup.com

To: Community Asphalt Corporation	Contact: Vernon Walker
Address: 7795 Hooper Road West Palm Beach, FL 33411	Phone: (561) 790-6467 Fax: (561) 790-1073
Project Name: Traffic Signal Controller Modification	Bid Number: CO# F117-02
Project Location: Toney Perna Dr. @ Alt. A1A, West Palm Beach, FL	Bid Date: 7/26/2018

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Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Traffic Control Devices					
CO02-01	(670-5-310A) CONTROLLER CABINET (INSTALL ONLY) PRE (ONE)	1.00	AMBY	\$2,350.00	\$2,350.00
Total Price for above Traffic Control Devices Items:					\$2,350.00
Total Bid Price:					\$2,350.00

Notes:

- Change order proposal is for the traffic signal controller modification required to remove and re-wire the new signal, pre-emption and video cable in a County supplied cabinet. Pricing used is the pricing VPS utilizes for this item in our current Annual signalization contract with Palm Beach County.
- The proposal is valid for 30 days following the date of submission.
- All required and/or necessary maintenance of traffic devices and personnel required shall be provided by the prime contractor for use by Valiant Power South, LLC, without charge.
- Valiant Power South, LLC has developed and provided this proposal in a pay item, unit price format. The quantities provided in this proposal are estimated only, and are not to be considered as final quantities. Valiant Power South, LLC, by providing this proposal in a pay item, unit price format, will expect, upon issuance of a contract, to have that contract issued in a pay item, unit price format.
- **Maintenance of Traffic Items do not include any type of construction damage. Any necessary and/or required repairs and/or replacement of any type of work caused by construction, shall be billed to and paid for by the prime contractor, at an hourly rate plus material.**
- Valiant Power South, LLC will not be responsible for the removal, repair, restoration and/or the replacement of any existing and/or new landscaping and/or sodding that is associated with any general note, pay item, pay item note, and/or specification. This shall include but not be limited to clearing and grubbing, tree or shrub trimming, sodding of any area, and/or grass seeding of any kind. This shall be the sole responsibility of the prime contractor.
- Valiant Power South, LLC will not be responsible for any fees associated with the de-energizing of any overhead/underground utilities of any kind. Valiant Power South, LLC will assist the prime contractor with the scheduling coordination of any/all overhead/underground utility conflicts. The prime contractor shall be responsible for any/all costs associated with overhead/underground utility conflicts.
- Valiant Power South, LLC will accelerate all efforts to complete its subordinate contract work on behalf of the Contractor, on or before a specific bonus completion date, providing only that the Contractor pay Valiant Power South, LLC, a pro-rata share of any early completion bonus the Contractor receives from the Owner. The pro-rata share shall be calculated as follows:

The total extended value of the subordinate contract work performed by Valiant Power South, LLC shall be divided by the total extended value of the completed primary contract work performed by the Contractor and multiplied by the total extended amount of any early completion bonus received by the Contractor.

- Providing critical elevations, baseline surveys, survey points, bench marks, grades, and off set stakes are the responsibility of the Prime Contractor. Valiant Power South, LLC will not be responsible for any dewatering, grading, and/or restoration of grade; this shall be the sole responsibility of the prime contractor.
- The Contractor shall provide their written approved QC2000 Plan.
- Acts of God and Unforeseen Conditions are not the responsibility of Valiant Power South, LLC. If Builders Insurance is required, Valiant Power South, LLC can provide a proposal for this additional coverage.
- Cost and Scheduling Impact to project resulting from utility conflicts, either underground or overhead, will not be the responsibility of Valiant Power South, LLC.

SUMMARY OF WORK ORDER

2002109

Toney Pena Drive And Old Dixie Highway

CAC # 7038



OHL
Community
Asphalt

DATE: Monday, March 9, 2020

DESCRIPTION: Time Rerlated Direct Costs for 37 excusable compensable deays

LABOR BREAKDOWN

DESCRIPTION	U/M	RATE	QTY	EXTENSION	BURDEN	TOTAL COST
Project Manager	HR	\$ 54.95	148.00	\$ 8,132.60	39.21%	\$ 11,321.39
Superintendent	HR	\$ 48.30	148.00	\$ 7,148.40	39.21%	\$ 9,951.29
Field Engineer	HR	\$ 20.01	148.00	\$ 2,961.48	39.21%	\$ 4,122.68
Contracts Administrator	HR	\$ 31.05	74.00	\$ 2,297.70	39.21%	\$ 3,198.63
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -

TOTAL LABOR: \$ 28,593.98

MATERIAL BREAKDOWN

DESCRIPTION	U/M	RATE	QTY	EXTENSION
				\$ -
				\$ -
				\$ -

TOTAL MATERIAL: \$ -

EQUIPMENT

EQUIPMENT	U/M	RATE	QTY	EXTENSION
MOT Equipment	Day	\$ 863.40	37.00	\$ 31,945.80
Pick Up	HR	\$ 10.00	592.00	\$ 5,920.00
				\$ -
				\$ -
				\$ -

TOTAL EQUIPMENT \$ 37,865.80

SUBCONTRACT

SUBCONTRACTOR	U/M	RATE	QTY	EXTENSION
	LS			\$ -
	LS			\$ -

TOTAL SUBCONTRACT \$ -

TOTAL LABOR: \$	28,593.98
TOTAL MATL: \$	-
TOTAL MATL TAX (7%): \$	-
TOTAL EQUP: \$	37,865.80
(+) 17.5% \$	-
TOTAL :	\$ 66,459.78

PALM BEACH COUNTY MONTHLY WEATHER SUMMARY			
PROJECT: TONEY PENNA		PROJECT NO: 2002109	
CONTRACTOR: COMMUNITY		MONTH OF: May-18	
COORDINATOR: R.NISTON		APPROVED: <i>AN</i>	
DATE	WEATHER CONDITIONS	LOST TIME	COMMENTS
1	PARTLY CLOUDY	0 Day	
2	PARTLY CLOUDY	0 Day	
3	PARTLY CLOUDY	0 Day	
4	PARTLY CLOUDY	0 Day	
5	PARTLY CLOUDY	0 Day	
6	PARTLY CLOUDY	0 Day	
7	PARTLY CLOUDY	0 Day	
8	PARTLY CLOUDY	0 Day	
9	PARTLY CLOUDY	0 Day	
10	PARTLY CLOUDY	0 Day	
11	PARTLY CLOUDY	0 Day	
12	PARTLY CLOUDY	0 Day	
13	PARTLY CLOUDY	0 Day	
14	PARTLY CLOUDY	0 Day	
15	PARTLY CLOUDY	0 Day	
16	PARTLY CLOUDY	0 Day	
17	RAIN	1 Day	
18	RAIN	1 Day	
19	RAIN	1 Day	
20	RAIN	1 Day	
21	RAIN	1 Day	
22	RAIN	1 Day	
23	RAIN	1 Day	
24	RAIN	1 Day	
25	RAIN	1 Day	
26	PARTLY CLOUDY	0 Day	HOLIDAY
27	PARTLY CLOUDY	0 Day	HOLIDAY
28	PARTLY CLOUDY	0 Day	HOLIDAY
29	RAIN	1 Day	
30	RAIN	1 Day	
31	RAIN	1 Day	
CC: ABOVE REFERENCED CONTRASTOR		MONTHLY TOTAL LOST TIME	12DAYS

PALM BEACH COUNTY MONTHLY WEATHER SUMMARY			
PROJECT: TONEY PENNA		PROJECT NO: 2002109	
CONTRACTOR: COMMUNITY		MONTH OF: Jun-18	
COORDINATOR: R. NISTON		APPROVED: <i>[Signature]</i>	
DATE	WEATHER CONDITIONS	LOST TIME	COMMENTS
1	RAIN	1 Day	
2	RAIN	1 Day	
3	RAIN	1 Day	
4	RAIN	1 Day	
5	RAIN	1 Day	
6	RAIN	1 Day	
7	RAIN	1 Day	
8	RAIN	1 Day	
9	RAIN	1 Day	
10	RAIN	1 Day	
11	RAIN	1 Day	
12	PARTLY CLOUDY	0 Day	
13	PARTLY CLOUDY	0 Day	
14	PARTLY CLOUDY	0 Day	
15	PARTLY CLOUDY	0 Day	
16	PARTLY CLOUDY	0 Day	
17	PARTLY CLOUDY	0 Day	
18	PARTLY CLOUDY	0 Day	
19	PARTLY CLOUDY	0 Day	
20	PARTLY CLOUDY	0 Day	
21	PARTLY CLOUDY	0 Day	
22	PARTLY CLOUDY	0 Day	
23	PARTLY CLOUDY	0 Day	
24	PARTLY CLOUDY	0 Day	
25	PARTLY CLOUDY	0 Day	
26	PARTLY CLOUDY	0 Day	
27	PARTLY CLOUDY	0 Day	
28	PARTLY CLOUDY	0 Day	
29	PARTLY CLOUDY	0 Day	
30	PARTLY CLOUDY	0 Day	
31			
GC: ABOVE REFERENCED CONTRACTOR		MONTHLY TOTAL LOST TIME	11 DAYS



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph. (610) 832-8240

INCREASE / DECREASE RIDER

Rider to be attached to and form a part of Bond Number 015050007, dated the 22nd day of July, 2016, issued by Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as Surety (the "Surety"), on behalf of Community Asphalt Corp.
7795 Hooper Road, West Palm Beach, Florida 33411, as principal (the "Principal"), in favor of Palm Beach County
2300 North Jog Road, Suite 3W-33, West Palm Beach, Florida 33411-2745, as obligee (the "Obligee").

It is understood and agreed that the penal sum of the attached bond is hereby INCREASE (increased/decreased) from Two Million Seventy-Nine Thousand One Hundred Eighty-One 90/100 (\$2,079,181.90) Dollars, to Two Million Two Hundred Twenty-Seven Thousand Four Hundred Nine and 24/100 (\$2,227,409.24) Dollars. This change is effective the 21st day of May, 2020.

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

DATED as of this 21st day of May, 2020.

WITNESS / ATTEST:

Flaminda Elizondo

Community Asphalt Corp.
(Principal)

By: *[Signature]* (Seal)
Name:
Title:

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: *[Signature]* (Seal)
Attorney-in-Fact: Theresa J. Foley

ACCEPTED:

By: _____

Date: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201166-985164

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Theresa J. Foley; Andrea E. Gorbett; Michael Marino; Kevin T. Walsh, Jr.

all of the city of Jericho state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of April, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 29th day of April, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of May, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Toney Penna Drive SOLICITATION/PROJECT/BID No.: 2002109
 NAME OF PRIME RESPONDENT/BIDDER: Community Asphalt Corp ADDRESS: 7795 Hooper Rd, WPB FL 32441
 CONTACT PERSON: Danny Lustgarten PHONE NO.: 917-935-5999 E-MAIL: Danny.Lustgarten@aha.com
 SOLICITATION OPENING/SUBMITTAL DATE: 5.20.2020 DEPARTMENT: Construction / Roadway

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	---	---
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	---	---
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	---	---
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	---	---
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	---	---

(Please use additional sheets if necessary)

Total Bid Price \$ 100,983.30 Total SBE - M/WBE Participation 0.00

I hereby certify that the above information is accurate to the best of my knowledge:  Project Engineer
Signature Title

- Note:
- The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 - Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2002109

SOLICITATION/PROJECT NAME: Toney Penna Drive

Prime Contractor: Community Asphalt Corp Subcontractor: _____

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
	NO SBE participation for CO # 8				

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Community Asphalt Corp.
Print Name of Prime

By: [Signature]
Authorized Signature

Danny Lustgatten
Print Name

Project Engineer
Title

Date: 5-20-2020

Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Print Name

Title

Date: _____

PALM BEACH COUNTY PROJECT Toney Penna Drive and Old Dixie Highway; Project No. 2002109

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	9/26/2017	0.00	22						
2	10/17/2017	3,556.04	8						
3	10/25/2017			0.00	15				
4	7/11/2018			28,918.63	42				
5	7/11/2018			0.00	28				
6	8/8/2018			5,427.50	10				
6	9/18/2018 received and filed for amount of days								
7	4/24/2019			9,341.87	59				
	TOTAL	3,556.04	30	43,688.00	154	47,244.04	184		
	CUMULATIVE TOTAL	3,556.04	30	43,688.00	154	47,244.04	184		
	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		