

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ **	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No:

Recommended Sources of Funds/Summary of Fiscal Impact:

Change Order #9 Time Extension

**This Item has no fiscal impact. The time extension in this change order exceeds staff approval/authority, and requires the Board of the County Commissioners approval.

C. Departmental Fiscal Review: Alicia Kovalainen

III. REVIEW COMMENTS

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

Rebecca Roux 6/26/2020
 OFMB 8/6/25
 DC 6/25

Ann J. Juelich 7/2/2020
 Contract Dev. and Control
 7/2/20 JA

B. Approved as to Form and Legal Sufficiency:

Russ Bunn 7/6/2020 for L. Herman
 Assistant County Attorney

C. Other Department Review:

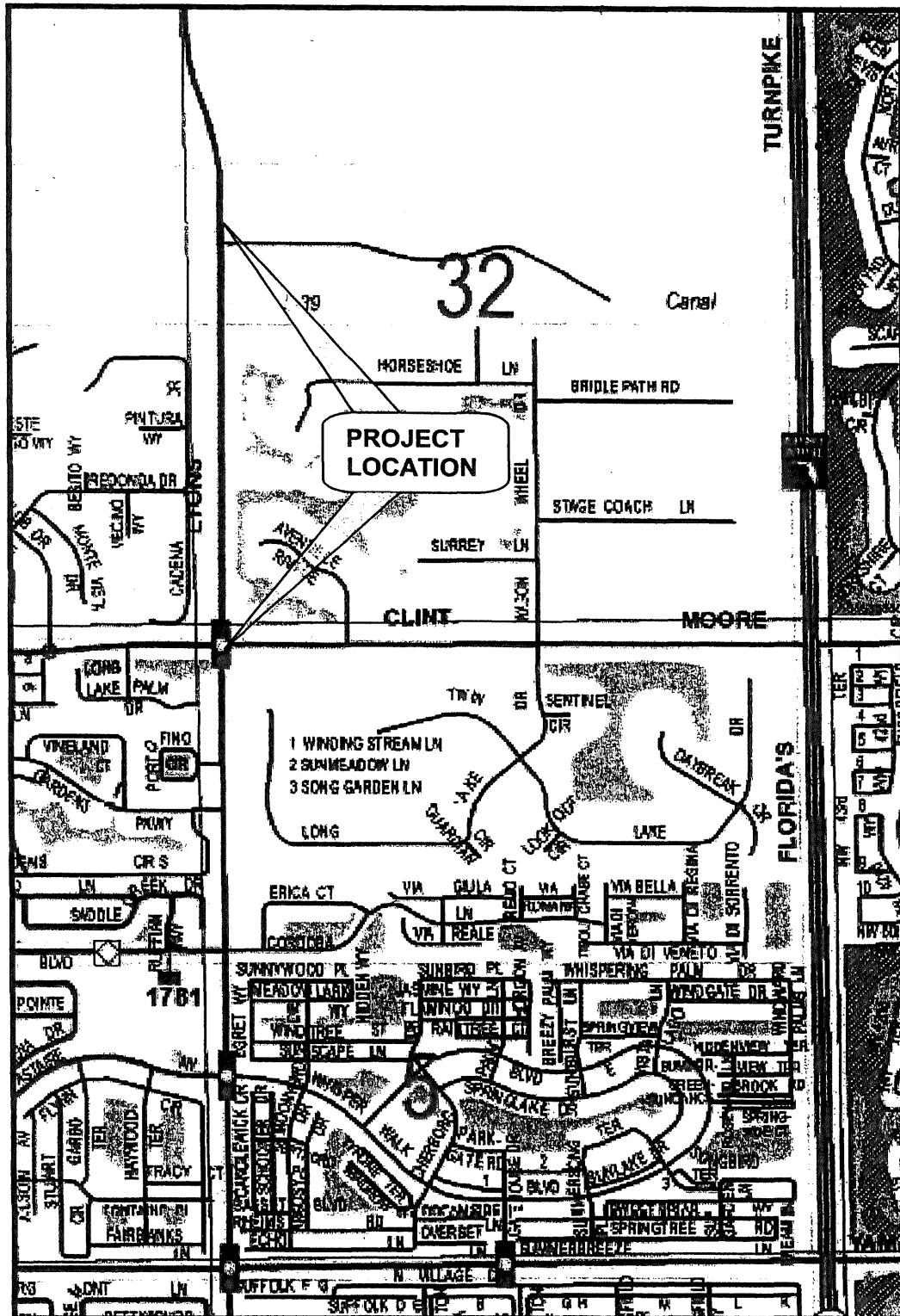
 Department Director

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

PROJECT LOCATION

LYONS ROAD, CLINT MOORE ROAD
TO
N. OF LWDD L-39 CANAL

PALM BEACH COUNTY PROJECT NO. 2013527A



LOCATION MAP

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

Attachment 2



REQUEST:	REQUESTING DIVISION:	INFORMATION:
<input type="checkbox"/> WORK ORDER NO. _____	<input type="checkbox"/> ROAD & BRIDGE	DATE <u>4/10/2020</u>
<input type="checkbox"/> NEW AUTHORIZATION	<input type="checkbox"/> TRAFFIC	REQUESTOR <u>John Kopelakis</u>
<input checked="" type="checkbox"/> CHANGE ORDER NO. <u>9</u>	<input type="checkbox"/> ROADWAY PRODUCTION	COMMISSION DISTRICT NO: <u>5</u>
<input type="checkbox"/> SUPPLEMENTAL NO. _____	<input checked="" type="checkbox"/> CONSTRUCTION COOR.	RESOLUTION NO: <u>R2018-1322</u>
<input type="checkbox"/> OTHER: _____	<input type="checkbox"/> STREETSCAPE	PBC PO NUMBER: _____

PROJECT LOCATION/LIMITS: Lyons Road, Clint Moore Road to N of LWDD L-39 Canal
PROJECT NUMBER: 2013527A **BUDGET LINE ITEM:** _____
CONTRACT NO: _____ **CONTRACT DATE:** 9/18/2018

CONTRACTOR/CONSULTANT/VENDOR: Rosso Site Development, Inc. **VENDOR #** _____
CONTACT: Blair Simpson **CONTACT PHONE NUMBER:** 561-689-0889

Details: Change Order 9 is to provide time extensions for FPL conflicts with proposed mast arms and new sidewalks.
Total time extension of 48 days.
Exhibit "A" - Change Order Details
Exhibit "B" - Utility Delay Backup
Exhibit "C" - Certificate of Insurance

The total amount of this request, per the attached documentation, is not to exceed \$ 0.00

The Small Business Enterprise (SBE) goal for this contract is 20 %. The estimated SBE participation for this request is 0 %.
 The cumulative SBE participation to date for this Contract including this request is 20.3 %.

Palm Beach County Engineering and Public Works Contact:

<u>Mark Tomlinson</u>	<u>Director, Construction Coordination</u>	<u>561-684-4180</u>
Name	Title	Telephone Number

CONTRACTOR/CONSULTANT/VENDOR APPROVALS	Please sign below and submit with invoice at the completion of the project. Project completed in compliance with Contract and Project Specifications.
Please indicate your receipt of this request by signing and returning this original document to our office.	
<u>[Signature]</u> <u>06-02-2020</u>	Signature _____ Date _____
<u>BLAIR R. SIMPSON - VP</u>	Print Name and Title _____

PALM BEACH COUNTY APPROVALS	BOARD APPROVAL? / YES <u>Date: August 25, 2020</u>
<u>[Signature]</u> <u>6/16/20</u>	<u>[Signature]</u> <u>6/6/2020</u>
Division Approval _____ Date _____	Budget Approval _____ Date _____
<u>[Signature]</u> <u>6/24/2020</u>	PBC Board of Co. Commissioner _____ Date _____
Deputy County Engineer _____ Date _____	

ATTEST: Sharon R. Bock,
 Clerk & Comptroller

Approved as to Form and Legal Sufficiency:

 (Deputy Clerk) _____ Date _____

[Signature] 7/6/2020 L. Herman
 (County Attorney) _____ Date _____

CHANGE ORDER

- 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: Lyons Road, Clint Moore Road to
N of LWDD L-39 Canal
TO: Rosso Site Development, Inc.

CHANGE ORDER NO: 9 (Nine)
COUNTY PROJECT NO: 2013527A
CONTRACT DATE: 9/18/2018
RESOLUTION NO: R2018-1322
DISTRICT NO: 5


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

FPL conflict time extension, per FDOT Spec 8-7.3.2.

TOTAL CONTRACT TIME EXTENSION: 48 DAYS

The original Contract Sum was	\$ 3,163,022.81
Net change by previous Change Orders	\$ 64,819.93
The Contract Sum prior to this Change Order was	\$ 3,227,842.74
The Contract Sum will be <u>unchanged</u> by this Change Order	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 3,227,842.74
The Contract Time will be <u>increased</u> by	(48) Days
The Date of Completion including this Change Order therefore is	November 12, 2019

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.

ROSSO SITE DEVELOPMENT, INC
CONTRACTOR
1302 S J ST
Address
LAKE WORTH, FL 33460
NAME: BLAIR R. SIMPSON
SIGNATURE: 
TITLE: VP
DATE: 06-02-2020



The Department considers in the computation of the 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 the date on which the Contractor actually begins work, or 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 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 as defined in 8-6.4 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; 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 submit substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor submits documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the effect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be submitted in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2020

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 have ADDITIONAL INSURED provisions or 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 Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	CONTACT NAME: PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS: certs@bbftlaud.com														
INSURED Rosso Site Development Inc. 1302 South J St Lake Worth FL 33460	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: The Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Company of Connecticut</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER C: Bridgefield Casualty Insurance Company</td> <td style="text-align: center;">10335</td> </tr> <tr> <td>INSURER D: Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Company	25658	INSURER B: The Travelers Indemnity Company of Connecticut	25682	INSURER C: Bridgefield Casualty Insurance Company	10335	INSURER D: Federal Insurance Company	20281	INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES CERTIFICATE NUMBER: 20/21 WC & 19/20 ALL 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	ADDD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CO2P69929A	11/30/2019	11/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8102P659487	11/30/2019	11/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	19647827	01/15/2020	01/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			45470435	11/30/2019	11/30/2020	Leased & Rented \$350,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project Name: Lyons Rd, Clint Moore Road to N. Of LWDD L-39 Canal Project # 2013527A Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) is an additional insured with respect to General Liability if required by written contract. A Waiver of Subrogation is included under the GL (SEE NEXT) |
 Notepad: and WC if required by written contract

FILE

CERTIFICATE HOLDER Palm Beach County c/o Insurance Tracking PO Box 20270 Long Beach CA 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
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CHANGE ORDER HISTORY

PALM BEACH COUNTY PROJECT 2013527A Lyons Rd, Clint Moore Road to N. of LWDD L-39 Canal

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	4/18/2019	8,154.80	2						
2	4/18/2019	17,625.70	3						
3	7/18/2019	666.01	1						
4	8/9/2019	2,919.60	2						
5	8/23/2019	971.33	1						
6	1/7/2020	20,112.60	19						
7	4/21/2020	14,369.89	0						
8	5/13/2020					0.00	42 days		
	TOTAL	64,819.93	28	0.00	0	64,819.93	28		
	CUMULATIVE TOTAL	64,819.93	28	0.00	0	64,819.93	28		
	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		