Agenda Item # 3-C-4

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	**August 25, 2026**	**[X] Consent**	**[ ] Regular**
		[ ] Workshop	**[ ] Public Hearing**

Department: **Engineering and Public Works**
Submitted For: **Construction Coordination**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Change Order No. 15 in the amount of $318,272.68 and a retroactive time extension of 371 days to the Contract (Contract) dated September 19, 2023 (R2023-1272) with Rosso Site Development, Inc. (RSD) for Westgate Avenue from Wabasso Drive to Congress Avenue - Federalized (Project).

Summary: Pursuant to Contract Specifications 4-3.2.1, 8-6.4 and 8-7.3.2, approval of Change Order No. 15 provides a contract time extension for 54 holidays, 10 days of inclement weather during which work could not proceed, and 307 days related to the procurement, installation, and review of new pull boxes and replacement wiring. The existing installed wiring was stolen from the conduit and pull boxes after partial acceptance of the lighting work was granted in accordance with Specification 715-15.1, but prior to final acceptance of the Project under Specification 5-11. The theft was beyond the control of RSD. The Westgate CRA has agreed to reimburse the costs associated with this Change Order. Per PPM CW-F-050, the total of this Change Order exceeds the threshold of $200,000 and allowable time extensions relating to staff approvals of change orders to contracts and requires approval by the Board of County Commissioners (BCC). The Contract was approved on September 19, 2023, in the amount of $7,658,620.34. The total Contract amount, including this Change Order and previous Change Orders, is $8,432,197.08. With the approval of this Change Order, the completion date will be extended from July 10, 2025 to July 16, 2026.

This Project is funded by a federal grant (R2021-1896) through the Florida Department of Transportation Local Agency Program, making the Equal Business Opportunity Ordinance not applicable. District 7 (YBH)

Background and Justification: After reviewing Change Order No. 15 and finding it to be in proper order, the Engineering and Public Works Department recommends approval by the BCC.

Attachments:
1. Location Map
2. Change Order No. 15 with Exhibits A, B, C, D, and E

Recommended By: YBH/TEL ______________________ 7/16/2026
County Engineer — Date

Approved By: ______________________ 7/22/26
Chief Deputy County Administrator — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	$318,273	-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	$318,273	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget?	Yes ☑ No ☐
Is this item using Federal Funds?	Yes ☐ No ☑
Is this item using State Funds?	Yes ☐ No ☑

Budget Account No:
Fund **3900** Dept **361** Unit **1950-001** Object **8101**

Recommended Sources of Funds/Summary of Fiscal Impact
Capital Outlay/
Westgate Avenue from Wabasso Drive to Congress Avenue/
Westgate Avenue from Wabasso Drive to Congress Avenue

Note:Change Order No. 15 in the amount of **$318,272.68** and a **time extension of 371 days** to the contract (Contract) dated September 19, 2023 (R2023-1272) with Rosso Site Development, Inc. (RSD) for the Westgate Avenue from Wabasso Drive to Congress Avenue - Federalized (Project).

C. Departmental Fiscal Review: Danny Randolph

III. REVIEW COMMENTS

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

7/17/26
OFMB
7/17
EW 7.19.26

7/20/24
Contract Dev. and Control
7.20.24

B. Approved as to Form and Legal Sufficiency:

7/21/26
Assistant County Attorney

C. Other Department Review:

Department Director

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

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Westgate Avenue from Wabasso Drive to Congress Avenue

Palm Beach County Project #2019601

N

LOCATION MAP

ATTACHMENT 1

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: 3/25/2026
☐ NEW AUTHORIZATION	☐ TRAFFIC	REQUESTOR: Zachary King
☑ CHANGE ORDER NO. 15	☐ ROADWAY PRODUCTION	COMMISSION DISTRICT NO: 7
☐ SUPPLEMENTAL NO. ____	☑ CONSTRUCTION COOR.	RESOLUTION NO: R2023-1272
☐ OTHER: ____	☐ STREETSCAPE	PBC PO NUMBER: ____

PROJECT LOCATION/LIMITS: Westgate Avenue from Seminole Blvd to Wabasso Drive

PROJECT NUMBER: 2019601 **BUDGET LINE ITEM:** 3900-361-1950-001-8101
CONTRACT NO: ____ **CONTRACT DATE:** September 19, 2023

CONTRACTOR/CONSULTANT/VENDOR: Rosso Site Dvelopment Inc. **VENDOR:** ____
CONTACT: Julie Elmers **CONTACT PHONE NUMBER:** 561-689-0889

Details: Change Order 15 will compensate Rosso Site Development, Inc. for procurement, installation and negotiation of the new pull box and wire replacement. The existing installed wiring was stolen out from the conduit and pull boxes after partial acceptance of the lighting was granted in accordance with Specification 715-15.1, but prior to final acceptance of the project under Specification 5-11. The theft was beyond the control of of Rosso Site Development, Inc. This change order will provide a cumulative of 371 contract days. 307 for procurement, installation and negotiation of the new pull boxes and wire replacement; 10 days for weather days; and 54 for contract Holidays. The Westgate CRA has agreed to reimburse the costs associated with this change order.

Exhibit "A" – Change Order Details
Exhibit "B" – Bond Rider
Exhibit "C" – Certificate of Insurance
Exhibit "D" – Cert. of Resolution
Exhibit "E" – Change Order History

The total amount of this request, per the attached documentation, is not to exceed $ 318,272.68

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was n/a %.
The estimated SBE participation for this request is n/a %.
The cumulative SBE participation to date for this contract including this request is: n/a %.

Palm Beach County Engineering and Public Works Contact:

Name	Title	Telephone Number
Albert W. Hoffman	Director, Construction Coordination	561-684-4160

CONTRACTOR/CONSULTANT/VENDOR APPROVALS
Please indicate your receipt of this request by signing and returning this original document to our office.

Signature ____ Date 6-16-26

Blair Simpson - VP
Print Name and Title

ENGINEER OF RECORD (if applicable)

Signature ____ Date ____

Print Name and Title ____

PALM BEACH COUNTY APPROVALS

Division Approval ____ Date 6/25/26

Deputy County Engineer ____ Date 07/16/2026

BOARD APPROVAL? YES **Date:** August 25, 2026

Danny Ramlalsingh
Budget Approval Date 06/23/2026

PBC Board of Co. Commissioner ____ Date ____

ATTEST: **Michael A. Caruso,**
Clerk of the Circuit Court & Comptroller

(Deputy Clerk) ____ Date ____

Approved as to Form and Legal Sufficiency:

(County Attorney) ____ Date 7/21/26

CHANGE ORDER

EXHIBIT "A" (Page 1 of 3)

☑	Owner Initiated 1 thru 3	☐	Quantity Overruns/Underruns
☐	Differing Site Conditions	☐	Request By Another Agency/Outside Party:
☐	Zoning/Code/Ordinance Changes		☐ A. Reimbursable ☐ B. Non-Reimbursable
☐	Errors/Omissions/In Design	___	Other:

PROJECT: Westgate Avenue from Congress to Wabasso Dr

TO: Rosso Site Develpment Inc.

CHANGE ORDER NO: 15
COUNTY PROJECT NO: 2019601
CONTRACT DATE: September 19, 2023
RESOLUTION NO: R2023-1272
DISTRICT NO: 7

You are directed to make the following changes in this Contract:
Per contract Specification 4-3.2.1 "Allowable Costs for Extra Work"

1. Installation of Lockable Pull Boxes and Wire Replacement -307 Days $318,272.68

Per Contract Specification 8-7.3.2 " Contract Time Extensions"

2. Weather Days 10

Per Contract Specification 8-6.4 "Suspension of Contractor Operations Due to Holidays"

3. Holidays 54

Extend Contract Time 371 Days

The original Contract Sum was	$ 7.658.620.34
Net change by previous Change Orders	$ 455.304.06
The Contract Sum prior to this Change Order was	$ 8.113.924.40
The Contract Sum will be **increased** by this Change Order	$ 318.272.68
The new Contract Sum including this Change Order will be	$ 8.432.197.08
The Contract Time will be **increased** by.	(371) Days
The Date of Completion including this Change Order therefore is	July 16, 2026

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASE OF 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 Simpson

SIGNATURE: [signature]

TITLE: VP

DATE: 6-16-26

Certified Request for Equitable Adjustment

TO: Palm Beach County Engineering and Public Works - Construction Coordination

Name of Project: Westgate Avenue
Project #: 2019601 / 444371-1-58-01
Change Order #: RSD #25

We hereby request a Change Order for the following:

Locks for existing pullboxes, replace wire/ $318,272.68

In accordance with the Contract, the undersigned certifies under oath and in writing, that the request is made in good faith, that any supportive data submitted is accurate and complete to Rosso Site Development, Inc. best knowledge and belief, and that the amount of the request accurately reflects what Rosso Site Development, Inc., in good faith believes to be Palm Beach County's responsibility.

Rosso Site Development, Inc.

Contractor's Representative
Blair R. Simpson – Vice President

4/21/26
Date

STATE OF: Florida
COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 21st day of April, 2026 by Blair R. Simpson as Vice President for Rosso Site Development, Inc., on
(title of officer/member/partner) *(Name of corporation/company/partnership)*
behalf of the Corporation, Who is [X] personally know to me or [ ] has produced N/A as identification
(Type of Identification)

NUYEN MATOS
Notary Public
State of Florida
Comm# HH729350
Expires 10/8/2029

Nuyen Matos
Signature of Notary Public - State of Florida

Nuyen Matos
Print, Type, or Stamp Commissioned Name of Notary Public

1302 South J Street
Lake Worth, FL 33460

ROSSO Site Development

Ph: 561-689-0889
Fax: 561-689-2851

Change Order Request

Change Order No.: 25
Owner: Palm Beach County
Project: Westgate Avenue

Owner Proj. No.: 2021023
RSD Proj. No.: 2321023
Date: 3/3/2026

Description: Lockable Inserts for existing pull boxes and replacing all the stolen wire on the project. Original pullboxes to be utilized, any damage or missing pullboxes are not included. No removal of cut or damaged wire is included, nor any repair of conduit. If required, County will be notified.

[illegible]	Description	Qty	Unit	Unit Price	Total Price
1.00	Lockable insert and replacement wire	1	LS	$ 318,272.68	$ 318,272.68

Total: $ 318,272.68

Completion time extended **90** days

When executed by all parties, this document will become part of the above reference construction contract.

Client Signature

Blair Simpson

Client Printed

This change order is not valid without a Rosso Site Development authority signature

EXHIBIT "A" (Page 4 of 13)

1302 South J Street
Lake Worth, FL 33460

ROSSO
Site Development

Ph: 561-689-0889
Fax: 561-689-2851

CHANGE ORDER BREAKDOWN

Description of work: Lockable insert and replacement wire

#	Description	Qty	Unit	Unit Cost	Total Cost
1			HR		$0.00
2			HR		$0.00
3			HR		$0.00
4			HR		$0.00
5			HR		$0.00
6			HR		$0.00
7			HR		$0.00
8			HR		$0.00
9			HR		$0.00
10			HR		$0.00
11			HR		$0.00
12			HR		$0.00
13			HR		$0.00
14			HR		$0.00
15			HR		$0.00
16			HR		$0.00
17			HR		$0.00
18			HR		$0.00
				Equipment Subtotal	$0.00
			Markup	17.50%	$0.00
				EQUIPMENT TOTAL:	**$0.00**

#	Description	Qty	Unit	Unit Cost	Total Cost
1	PM	40	HR	$72.28	$2,891.20
2	Supervision	40	HR	$71.30	$2,852.00
3			HR		$0.00
4			HR		$0.00
5			HR		$0.00
6			HR		$0.00
7			HR		$0.00
8			HR		$0.00
9			HR		$0.00
10			HR		$0.00
11			HR		$0.00
12			HR		$0.00
13			HR		$0.00
14			HR		$0.00
15			HR		$0.00
				Labor Subtotal	**$5,743.20**
			Burden	42.78%	$2,456.94
			Markup	17.50%	$1,435.02
				LABOR TOTAL:	$9,635.16

MATERIAL

#	Description	Qty	Unit	Unit Cost	Total Cost
1					$0.00
2					$0.00
3					$0.00
4					$0.00
5					$0.00
6					$0.00
7					$0.00
				Material Subtotal	$0.00
			Markup	17.50%	$0.00
				MATERIAL TOTAL:	**$0.00**

SUBCONTRACTORS

#	Description	Qty	Unit	Unit Cost	Total Cost
1	Install Lockable Insert	1	LS	$274,438.71	$274,438.71
2		1	LS		$0.00
3		1	LS		$0.00
4		1	LS		$0.00
5		1	LS		$0.00
6		1	LS		$0.00
7		1	LS		$0.00
				Subcontractor Subtotal	$274,438.71
			Markup	10.00%	$27,443.87
				SUBCONTRACTOR TOTAL:	**$301,882.58**

Equipment Total:	$0.00
Labor Total:	$9,635.16
Material Total:	$0.00
Subcontractors Total:	$301,882.58
Bond & General Liability Insurance:	$6,754.94
MOT:	$0.00
Total:	$318,272.68

EXHIBIT "A" (Page 6 of 13)

FERREIRA

Ferreira Construction, Co., Inc.
13000 SE Flora Ave., Hobe Sound, FL 33455
Direct: (772) 212-0324 | Office: (772) 286-5123
Cell: (772) 284-3903

DATE: January 12, 2026

TO:

CONTACT: Blair Simpson
COMPANY: ROSSO SITE DEVELOPMENT
ADDRESS: 1302 SOUTH J STREET
LAKE WORTH, FLORIDA 33460

BID DATE: Jan. 12, 2026

PROPOSAL

Congress and Westgate - Locakable Insert

PBC PROJECT #2019601

FDOT # 444371-1-58-01

			qty	Unit Price	Extended
CO14		Install Lockdown Keyed Insert	98	$ 1,129.793	$ 110,719.71
	715-1-12	#6 Wire - (Contract Price)	72764	$ 2.250	$ 163,719.00
					$ -
					$ -
					$ -
		Subtotal			**$ 274,438.71**
		BOND IS INCLUDED			
		Grand Total			$ 274,438.71

PRICE VALID FOR 90 DAYS

Wire Splicing is included

Time estimate : 30-40 days (Does not include approval times of CO, or procurment)

MOT is included

Wire is included at existing unit price.

Orginal Pull boxes to be utilized , any damage or missing pull boxes are not included.

****No Removal of cut or damaged wire is included, nor an required repair to any conduits. This will be tracked as additional costs. ****

Proposal includes removing original bolts and installing keyed and bolt sleve per manufacture.

Damage to Sod or any replacement shall not be the resposbility of Ferreria.

BID FORM NOTES:

- **The proposal is valid for 90 days following the date of submission. Ferreira Construction reserves ne right to review/revise all pricing based upon the market volatility of materials.**

Excludes ANY fees/charges from FPL for connection, service, set up , engineering etc

Does not include any resotration to any sod, broken sidewalk, survey , permitting, , MOT , unless noted otherwise or delays to contract.

Excludes all Permits and any engineering drawings, or engineer caluctions or any assoicated fees.

Area is assumed open and accessible to equipment and is flat and level. No Conrete or driveways conflicts.

FERREIRA

Ferreira Construction, Co., Inc.
13000 SE Flora Ave., Hobe Sound, FL 33455
Direct: (772) 212-0324 | Office: (772) 286-5123
Cell: (772) 284-3903

DATE: January 12, 2026

Excludes any directional bore, concrete removal or replacement of any kind.

- The proposal is valid for 10 days following the date of submission. **Ferreira Construction reserves he right to review/revise all pricing based upon the market volatility of materials.**
- A Performance and Payment Bond is included.
- All required and/or necessary maintenance of traffic devices and personnel required shall be provided by the prime contractor for use by Ferreira Construction, without charge
- **Ferreira Construction has only included the Maintenance of Traffic only for their specific scope.**
- **Ferreira Construction has not included any temporary lighting and/or the maintenance of any existing lighting in this proposal.**
- Ferreira Construction 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. Ferreira Construction, 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.
- This proposal does 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.
- Ferreira Construction will not be responsible for the removal, repair, restoration and/or the replacement of any existing concrete that is associated with any general note, pay item, pay item note, and/or specification. This shall include but not be limited to sidewalk, curb and gutter, and/or concrete light pole/pull box aprons. This shall be the sole responsibility of the prime contractor, unless expressly stated by Ferreira Construction, in writing, prior to the bid date.
- Ferreira Construction 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.
- Ferreira Construction will not be responsible for any fees associated with the de-energizing of any overhead/underground utilities of any kind. Ferreira Construction 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.
- Providing critical elevations, baseline surveys, survey points, bench marks, grades, and off set stakes are the responsibility of the prime contractor. Ferreira Construction will not be responsible for any dewatering, grading, and/or restoration of grade; this shall be the sole responsibility of the prime contractor.
- If no Soil Borings are provided for this proposal, Ferreira Construction will assume normal drilling conditions. Should Soil Borings reflect harder conditions at a later date, contract price will change. Should Ferreira Construction encounter conditions that deviate from that which is reflected in the bid plans, Ferreira Construction reserves the right to make a claim for additional compensation
- The cost to furnish and install drilled shafts foundations does not include any labor, equipment and/or material associated with any necessary/required dewatering, surveying, grading and/or the restoration of grade to reach the top of the drilled shaft and/or pile cap. All proposed/existing drilled shaft foundations must be accessible to all two-wheel drive equipment, including but not limited to Drill Rigs, Cranes, Water Trucks, and/or Concrete Pump Trucks. All drilled shaft foundation locations shall be
- Local power company impact fees, electrical service connection fees, permit fees, permitting, "night time" or "weekend" concrete plant opening fees and surveying are not included.
- Preparation of shop drawings and submittals generally take 30-45 days following the issuance of a notice to proceed under usual circumstances. A reasonable material procurement is anticipated thereafter (16-22 weeks)
- As-built submittals do not include any type of DGPS horizontal position geographic coordinate data, unless specifically expressed in writing by Ferreira Construction. If this is required, it shall be the sole responsibility of the prime contractor, and not Ferreira Construction.
- The Contractor shall provide their written approved QC2000 Plan.
- Acts of God and Unforeseen Conditions are not the responsibility of Ferreira Construction. If Builders Insurance is required, Ferreira Construction can provide a proposal for this additional coverage
- Advance notice of all project related events is essential if attendance is expected. Please provide at least a 10 day advance notice of Preconstruction Meetings and Partnering Meetings
- **Robert A. Higginbotham, Vice President**

FERREIRA

Ferreira Construction, Co., Inc.
13000 SE Flora Ave., Hobe Sound, FL 33455
Direct: (772) 212-0324 | Office: (772) 286-5123
Cell: (772) 284-3903

DATE: January 12, 2026

Direct: (772) 212-2769
Office: (772) 675-2102
Fax: (772) 675-2107
Cell: (561) 719-5560
Email: rhigginbotham@ferreiraconstruction.com

- Dan M. Lewis, Senior Estimator

Direct: (772) 212-0324
Office: (772) 675-2102
Fax: (772) 675-2107
Cell: (772) 284-3903
Email: dlewis@ferreiraconstruction.com

Attachment

FERREIRA CONSTRUCTION CO INC

Extra Work Cost Breakdown

Owner's Project #:	2019601	Contractors Job #:	4439
Project Name: Issue No.: Description:	Westgate Avenue	Prepared By:	Rob McIntosh
	CO - 014	Proposal Date:	1/12/2025
	Street Lighting - Lock Down for Pull Boxes and repull wire		
	Westgate Avenue from Congress to Wabasso Dr.		

LABOR

No.	Description: Name (T&M Only)	Description: Class.	Description: WC Code	Hourly Rate	Hours: Std.	Hours: OT	Amount
	Lockbox Installation/ Resplice pull box						
1	Electrcian		5506	$ 45.00	220		$ 9,900.00
							$ -
							$ -
			5506				$ -
			5506				$ -
			5506				$ -
			5506				$ -
							$ -
				Subtotal-Bare Labor:			$ 9,900.00

Payroll Burden Calculation (2026 Rates)

No.	Item			Rate	Description	Amount
1	FICA			7.65%		$ 757.35
2	FUTA / SUTA			6.00%		$ 594.00
3	Medical Insurance			29.20%		$ 2,890.80
4	Holiday, Sick & Vacation Benefits			13.00%		$ 1,287.00
5	Retirement Benefits			4.00%		$ 396.00
6	Workers Comp. Ins.:	*WC Code*	*Amt. Per Code*		Description	
				0.00%		$ -
		5506	$ 9,900.00	10.69%		$ 1,058.31
						$ -
						$ -
7	Per Diem	No. Days -->		0.00		$ -
8	Insurance (Gen. Liability)			12.10%		$ 1,197.90
					Subtotal - Payroll Burden:	$ 8,181.36
					Subtotal Labor + Burden:	$ 18,081.36

MATERIALS

No.	Description	Quantity	Unit Price	UOM	Amount
1	LDLO Assembly (2 per lid)	196	$ 195.000	EA	$ 38,220.00
2	LDLO Install Plate	1	$ 695.000	ea	$ 695.00
3	Splitbolt KS 23	98	$ 4.600	ea	$ 450.80
4	Misc Hardware	196	$ 1.000	EA	$ 196.00
5	Misc Wire for GFCI/ Luminaire #10 (60' per pole @ .35 per foot)	84	$ 21.000	ea	$ 1,764.00
6	Gelsplice (6 per box on average	502	$ 23.000	EA	$ 11,546.00
8	Square Nuts	200	$ 0.450	ea	$ 90.00
7	Cadwelds NX Series	98	$ 17.000	ea	$ 1,666.00
8	Jet Line	13	$ 30.000	ea	$ 390.00
9	Wire Lube (gallon Bucket)	3	$ 66.5270	ea	$ 199.58
		Subtotal Materials:			$ 55,217.38
		Sales Tax %:	7%		$ 3,865.22
		Freight (Non-Taxable)			$ 202.26
		Subtotal Materials:			$ 59,284.86

EQUIPMENT

No.	Description / Make / Model	Rates (Blue Book) Rental (Hourly)	Rates (Blue Book) Oper. Cost/Hr.	Hours Oper.	Hours Standby	Amount
	Mobilization					
1	Pick up Truck		$ 42.86	200		$ 8,572.00
2	Trailer		$ 5.18	200		$ 1,036.00
						$ -
						$ -
						$ -
			Subtotal Equipment:			$ 9,608.00

SUBCONTRACT

No.	Description	Quantity	Unit Price	UOM	Amount
1	Maintenance of Traffic NO LEAD IN SIGNS INCLUDED - A Frame Signs only.	1	$ 5,400.00	DY	$ 5,400.00
2	Police officers not included.				
3					
4					
		Subtotal Subcontract:			$ 5,400.00

CONTRACT UNIT ITEMS

No.	Item #	Description	Rate	Quantity	UOM	Amount
1	715-1-12	#6 wire (2023 price)	$ 2.25	72764	LF	$ 163,719.00
2						
3						
4						
			Total Contract Items:			$ 163,719.00

INDIRECT COSTS, EXPENSES AND PROFIT

Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the GREATER of either (1) or (2) below -

(1) Solely a mark-up of 17.5% on the payments in Labor, Materials & Equipment:

a) Total Labor	$ 3,164.24
b) Total Materials	$ 10,374.850
c) Total Equipment	$ 1,681.40
Subtotal Mark-Ups	$ 15,220.49
(i) Bond - Actual Amount of Additional Bond Limit ($0 if funded by Initial Contingency)	$ 2,585.00
(ii) Subcontractor	$ 540.00
(a) 10% on First $50,000 of Each Subcontract	
(b) 5% on amounts over $50,000 of Each Subcontract	
Option (1) Total Mark-Up Amount:	$ 18,345.49

(2) Formula Set Forth as D = (AxC)/B applied to number of calendar days of entitlement in excess of thirty (30) cumulative calendar days to any controlling items of work

—> Enter Cumulative No. of Calendar Days entitlement approved to date:		
A (Original Contract Amount) =		
B (Original Contract Time) =		
C = 8%		
D = Average Overhead per Day		
No. of Calendar Days Delay for THIS Extra Work:		
Allowable Calendar Days Delay for Calculation		
Option (2) Total Mark-Up Amount:		$ -

Mark-Up to be Applied:	$ 18,345.49

Extra Work Breakdown Summary:

LABOR + BURDEN	$ [illegible]
MATERIALS	$ [illegible]
EQUIPMENT	$ 9,608.00
SUBCONTRACT	$ 5,400.00
CONTRACT ITEMS	$ 163,719.00
MARK UP	$ 18,345.49
TOTAL AMOUNT	$ [illegible]

Notes: Price Valid for 90 days only.
Proposal is for lockdown Lockouts. Orignal Pull Boxes to be utlized, any damaged or missing pull boxes are additional costs.
Proposal **does NOT include and replacement of Sod or concrete in any manner.**
Proposal includes removing original bolts and installing sleve per manufacture.
Wire splicing is included
Does NOT include any time if cut wire needs removed or conduit repair is necssary

Zachary King

From: Elizee Michel
Sent: Wednesday, January 21, 2026 1:23 PM
To: Zachary King; Torres, Bruno
Cc: Albert Hoffman; Danny Ramlalsingh
Subject: Re: Stolen Electrical Wires
Attachments: 2025 12-08.docx

Hi Zack,

The Board approved the request in December, provided funding is available.

I assume the quote is for Westgate Avenue. Now, we have to deal with the Seminole Blvd theft, too. Can we have a quote for Seminole also.

Thank you.

I will follow up with a phone call.

Thank you.

From: Zachary King <ZKing@pbc.gov>
Sent: Tuesday, January 20, 2026 4:54 PM
To: Elizee Michel <EMichel@pbc.gov>; Torres, Bruno <bruno.torres@stvinc.com>
Cc: Albert Hoffman <AWHoffman@pbc.gov>; Danny Ramlalsingh <DRamlalsingh@pbc.gov>
Subject: RE: Stolen Electrical Wires

Elizee,

I called you today to update you on this and left a message. The contractor has provided revised pricing they found a cheaper option to add the locking mechanism to the pull boxes and adjusted the quantities for the wire replacement. I have attached the revised change order. Overall cost is $306,130.67. I need a response from CRA by tomorrow if we are to proceed. FDOT LAP is threatening to revoke funding on this project if we don't resolve this and close the project out soon. I have Admin verifying there is enough in the account to cover the cost of the change order.

I also verified with Traffic there are no cameras in the area.

From: Elizee Michel <EMichel@pbc.gov>
Sent: Tuesday, January 20, 2026 2:27 PM
To: Zachary King <ZKing@pbc.gov>; Torres, Bruno <bruno.torres@stvinc.com>
Subject: Stolen Electrical Wires

Good afternoon,

They have stolen more wires. Bolts were removed from the pull boxes I checked on Seminole Blvd and Westgate Avenue. They cut and pulled the wires in the ones I was able to check. They might have stolen all the wires on Seminole and Westgate. I did call the Sheriff's Office. The Case # is 26025607.

Does anybody know if there is a traffic camera at any of the intersections?

Thank you.

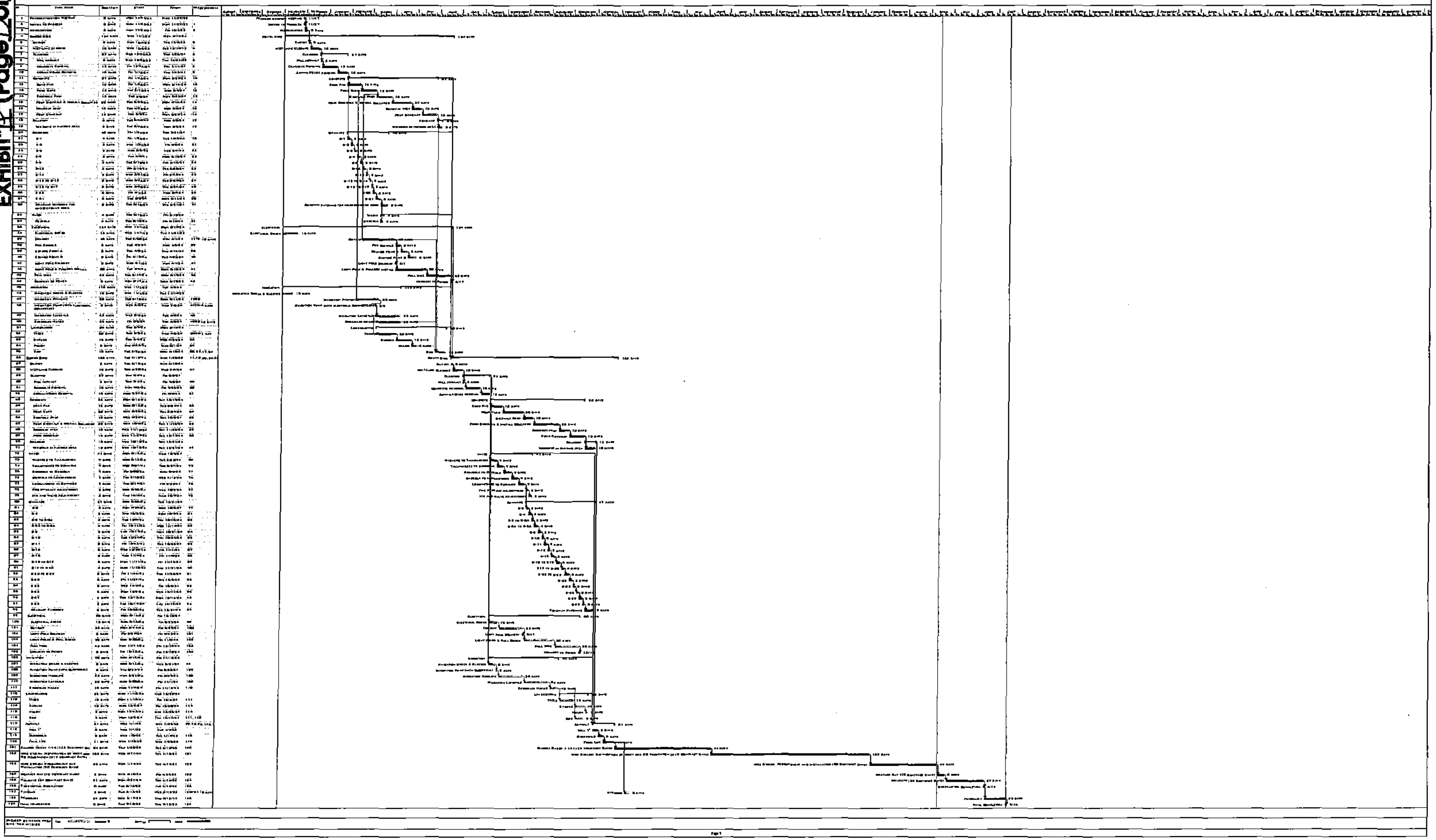
Elizee

EXHIBIT "A" (Page 2 of 2)

ROSSO
Site Development

PROJECT OWNER

PROJECT NAME



THE MAIN STREET AMERICA GROUP
NGM Insurance Company • Old Dominion Insurance Company
Main Street America Assurance Company • MSA Insurance Company
Information Systems and Services Corporation

SURETY RIDER

It is understood and agreed that surety bond number 317790

with Rosso Site Development, Inc. as principal

and Palm Beach County as obligee is

hereby amended effective 04/13/2026 as follows:

Penal Sum of Bond amount has been increased from $8,113,924.40, to $8,432,197.08 as per Change Orders added as of 04/13/2026

It is further understood and agreed that no other condition, limitation or exclusion of the bond shall be altered or amended by this rider.

This rider shall be attached to and form a permanent part of this bond.

Signed, Sealed and Dated this 13th of April, 2026 .

Rosso Site Development, Inc.
Principal

By:

NGM Ins. Co. (FKA National Grange Mutual Ins. Co.)

By:
Lawrence J Dwyer
Attorney-in-Fact

68-1062 (05/2006)

EXHIBIT "D" (Page 2 of 2)

MAIN STREET AMERICA INSURANCE

06-03134369

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint Lawrence T Dwyer

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed** Ten Million Dollars ($10,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 9th day of October, 2024.

NGM INSURANCE COMPANY By:

L. K. P.

Lauren K. Powell
Vice President, Corporate Secretary

State of Wisconsin,
County of Dane.

On this 9th day of October, 2024, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 9th day of October, 2024.

Mary J. Ryan

My Commission Expires May 21, 2027

MARY J. RYAN NOTARY PUBLIC STATE OF WISCONSIN

I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 13th day of April, 2026.

Nathan Hoyt Assistant Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

EXHIBIT "G" (Page 1 of 1)

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 01/21/2026

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 Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	CONTACT NAME: Nick Leto PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS: 053.Certs@bbrown.com
INSURED Rosso Site Development Inc. 1302 South J Street Lake Worth FL 33460	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	The Travelers Indemnity Company	25658
INSURER B :	Travelers Property Casualty Company of America	25674
INSURER C :	Travelers Casualty and Surety Company	19038
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: CL2611501579 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		DTCO7P804611TIA25	11/30/2025	11/30/2026	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
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA7P8375132526G	11/30/2025	11/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUPA740654A2526	11/30/2025	11/30/2026	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UBC1859095	01/15/2026	11/30/2026	[X] PER STATUTE [ ] 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
B	Inland Marine			QT6606S731291TIL25	11/30/2025	11/30/2026	Rent/Leased Equipment	350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PBC Proj: 2019601/RSD Proj: 01-23029
PBC, Westgate Ave From Wabasso Drive to Congress Avenue Federalized.

Palm Beach County Board of County Commissioners, a Political subdivision of the State of Florida, its officers, employees are included as Additional Insured with respects to General Liability if required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners Insurance Compliance c/o EBIX, Inc., PO Box 100085 - DX Duluth GA 30096	**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

CERTIFICATE OF RESOLUTION

The undersigned hereby certifies that the following are true and correct statements:

1. That the undersigned is the Vice President *(insert title)* of Rosso Site Developement, Inc. *(insert business name)* a Corporation *(insert business organization, i.e. corporation, LLC, LLP)*, organized and existing in good standing under the laws of the State of Florida *(Firm)*, and that the following Resolutions are true and correct Resolutions adopted by the Board of Directors *(insert form of management)* of the Firm on the 30 day of November, 2023, in accordance with the laws of the State of Florida *(where Firm is organized)* of the Firm, and by Laws *(governing documents)* of the Firm.

RESOLVED, that the Firm shall enter into that certain Contract between Palm Beach County, a political subdivision of the State of Florida, and the Firm, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Blair Rosso Simpson, the Vice President/Secretary of the Firm, is hereby authorized and instructed to execute such Contract and such other instruments as may be necessary and appropriate for the Firm to fulfill its obligations under the Contract.

2. That the foregoing Resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Firm is in good standing under the laws of the State of Florida or its state of formation, as provided above, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Contract.

IN WITNESS WHEREOF, the undersigned has set his/her hand and affixed the Seal of the Firm the 30 day of November, 2023.

(SEAL)

(Signature)

Joseph A. Rosso III / Vice President
(Print Name and Title)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30 day of November, 2023, by Joseph A. Rosso III *(name)* as VP *(title)* for Rosso Site Development, Inc *(firm)*, on behalf of the *(choose one)* corporation / company / partnership, who is ☑ personally known to me or ☐ has produced N/A (type of identification) as identification.

(Notary Signature)
Notary Public, State of Florida

(Stamp/Seal)

JULIE L EIMERS
Notary Public - State of Florida
Commission # HH 378430
My Comm. Expires Apr 9, 2027
Bonded through National Notary Assn.

Julie L. Eimers
(Print Notary Name)

Commission Number HH378430
My Commission Expires 04/09/2027

EXHIBIT E (Page 1 of 1)

CHANGE ORDER HISTORY

PALM BEACH COUNTY PROJECT: Westgate Avenue from Wabasso Drive to Congress Avenue (FM#444371-58-01) 2019601

		COUNTY ENGINEER		C.R. COMMITTEE		TOTAL DEPT. & C.R.C. APPROVALS		BOARD OF CO. COMM.	
C.O. #	DATE APPROVED	AMOUNT	TIME	AMOUNT	TIME	AMOUNT	TIME	AMOUNT	TIME
1	6/19/2024	7,575.45	0						
2	8/9/2024	19,819.66	3						
3	1/9/2025	11,959.82	8						
4	4/16/2025			0.00	46				
5	1-6-26 Board Item							0.00	0
6	5/14/2025			112,779.75	10				
7	5/8/2025	10,127.50	4						
8	5/8/2025	21,362.39	4						
9	7/16/2025			53,172.94	21				
10	7/8/2025	37,550.27	14						
11	7/8/2025	19,655.71	11						
12	9/3/2025			151,256.34	8				
13	11/7/2025	7,267.39	2						
14	11/7/2025	2,776.84	1						
15	Pending Board Item							318,272.68	371
	TOTAL	138,095.03	47	317,209.03	85	455,304.06	132	318,272.68	371
	CUMULATIVE TOTAL	138,095.03	47	317,209.03	85	455,304.06	132		
	As of PPM CW-F-050 Dated November 16, 2024	SINGLE AMT. $100,000.00 MAX. TIME $375,000.00 or 10% of contract When Change Orders exceed $375,000.00 or 10% of contract, must submit a "Receive and File" to the BCC. 10% of this Contract is ______	MAX. TIME 180 DAYS When Change Orders exceed 180 days, must submit a "Receive and File" to the BCC.	SINGLE AMT. $200,000.00 MAX. AMT. $375,000.00 or 10% of contract When Change Orders exceed $375,000.00 or 10% of contract, must submit a "Receive and File" to the BCC. 10% of this Contract is ______	MAX. TIME 180 DAYS When Change Orders exceed 180 days, must submit a "Receive and File" to the BCC.	MAXIMUM CUMULATIVE CO ENG. & C.R.C. $375,000.00 or 10% of contract When Change Orders exceed $375,000.00 or 10% of contract, must submit a "Receive and File" to the BCC. 10% of this Contract is ______	MAX. CUM. CO ENG. & C.R.C. 180 DAYS When Change Order exceeds 180 days, must submit a "Receive and File" to the BCC	OVER $200,000.00	OVER 180 DAYS