

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: September 17, 2024  Consent  Regular  
 Workshop  Public Hearing  
Department: Engineering & Public Works  
Submitted By: Engineering & Public Works  
Submitted For: Construction Coordination Division

**I. EXECUTIVE BRIEF**



**Motion and Title: Staff recommends motion to approve:** Change Order (CO) No. 10 in the amount of \$392,235 and a retroactive time extension of 538 days to the contract with MJC Land Development (MJC) dated September 1, 2020 (R2020-1251) (Contract) for Lyons Road from south of the Lake Worth Drainage District's (LWDD) L-38 Canal to West Atlantic Avenue (Project). Prior to this CO, the previous COs had adjusted the Contract completion date to February 19, 2023. The time extension associated with this CO is retroactive and would bring the completion date to August 10, 2024; however, there are additional COs being negotiated which are expected to bring the completion date to a point still in the future.

**SUMMARY:** Approval of CO No. 10 will reimburse MJC for work previously completed to provide a connection to the existing pavement by expanding the physical southern limit of the Project. During construction, it was observed that the asphalt pavement south of the Project area was deteriorating and causing numerous maintenance issues, with the potential for safety hazards. CO No. 10 seeks approval to additional pay items and quantities used to construct the final connection. This additional scope is authorized pursuant to Specification 4-3.6 of the Contract, which allows the Engineer to extend the construction limit if necessary to ensure proper connections to the existing pavement. Additionally, CO No. 10 will also retroactively adjust the contract time to account for delays in mast arm procurement due to Covid-19 induced supply chain challenges, as authorized per Specification 8-7.3.2 of the Contract. MJC has supplied documentation that they placed the order for the equipment in a timely manner. This delay was caused by factors beyond the control of both the manufacturer and MJC. The mast arms were ordered on January 11, 2023, and delivered to the Project on February 26, 2024, resulting in a delay of 411 days. Further, between the notice to proceed on January 13, 2021, and January 1, 2024, there have been 57 days affected by inclement weather, during which work could not proceed, and 70 holidays. Time extensions are granted in accordance with Specification 8-6 for holidays, and per Specification 8-7.3.2 for weather-related delays. Per PPM CW-F-050, the total of this CO exceeds the allowed threshold of \$100,000 and allowable time extensions relating to staff approvals for CO's to contracts and requires approval from the Board of County Commissioners (BCC). The Contract was approved on September 1, 2020, in the amount of \$9,823,244.20. The total Contract amount, including this CO and previous change orders, is \$11,164,346.59. There is still remaining work to be completed under this Contract that includes final paving and any punchlist items noted after substantial completion is achieved. There will be additional COs to properly close out the Contract.

This Project was presented to the Goal Setting Committee on March 4, 2020 and the Committee established an Affirmative Procurement Initiative (API) of a 20% minimum mandatory Small Business Enterprise (SBE) participation. The proposed SBE participation for Change Order No. 10 is 0%. To date, the overall SBE participation achieved is 18.49%. MJC expects to meet their SBE participation toward the end of the Project. District 5 (YBH)

**Background and Justification:** After reviewing Change Order No. 10 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. 10 with Exhibits A, B, C, D, and E

Recommended by:  9/17/2024  
County Engineer Date  
Approved by:  9/17/24  
Deputy County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$ 392,235	-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-
<b>NET FISCAL IMPACT</b>	<b>\$ 392,235</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# 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 3505 Dept 361 Unit 1388-001 Object 6551

**Recommended Sources of Funds/Summary of Fiscal Impact:**

Road Impact Fee Zone 5 Fund  
 Lyons Rd/Clint Moore Rd to Atlantic Ave  
 Lyons Road S. of LWDD L-38 Canal to West Atlantic Avenue

**Impact Fee Project Description**

This Change Order for Lyons Road from the Lake Worth Drainage District (LWDD) L-38 Canal to Atlantic Avenue (Project) provides payment for additional work necessary to extend the southern project limit in order to provide a functional connection with the existing pavement south of the bridge. The Project will widen and reconstruct Lyons Road from 2-lanes to a 4-lane divided roadway, will add sidewalks, new bike lanes and/or paved shoulders and curbs to both sides of the roadway, will provide new mast arm traffic signals and pedestrian crossings, and widens the bridge over the LWDD L-38 Canal. These improvements will provide additional roadway capacity needed to serve new development within impact Fee Zone 5. The use of Impact Fees is in Accordance with Article 13, Chapter H, Section 4 of the ULDC.

Change Order # 10 \$ 392,235

C. Departmental Fiscal Review: *Jerry Rantalsig*

**III. REVIEW COMMENTS**

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

*Lisa M...* 8/14/2024  
 MD 8/14 OFMB *JA 8/14*

*Trinda Grack...* 8/22/24  
 Contract Dev. and Control

**B. Approved as to Form and Legal Sufficiency:**

*[Signature]* 8/23/24  
 Assistant County Attorney

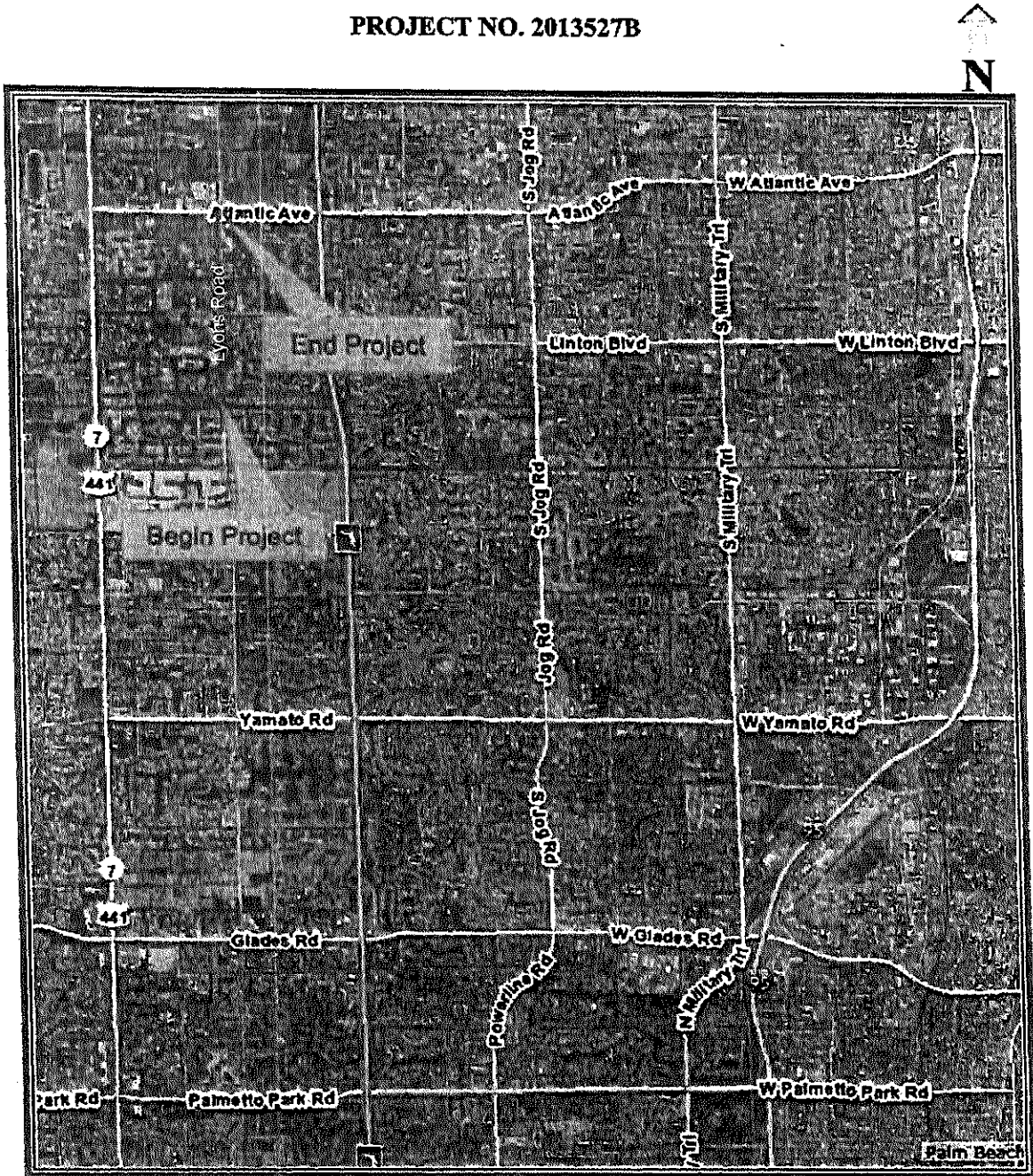
**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

LYONS ROAD, S. OF LWDD L-38 CANAL TO W. ATLANTIC AVE

PROJECT NO. 2013527B



LOCATION MAP



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

24.361

REQUEST:

- WORK ORDER NO. \_\_\_\_\_
- NEW AUTHORIZATION
- CHANGE ORDER NO. 10
- SUPPLEMENTAL NO. \_\_\_\_\_
- OTHER: \_\_\_\_\_

REQUESTING DIVISION:

- ROAD & BRIDGE
- TRAFFIC
- ROADWAY PRODUCTION
- CONSTRUCTION COOR.
- STREETScape

INFORMATION:

DATE March 25, 2024  
 REQUESTOR Patrick Ayala  
 COMMISSION DISTRICT NO: 5  
 RESOLUTION NO: R2020-1251  
 PBC PO NUMBER: \_\_\_\_\_

PROJECT LOCATION/LIMITS: Lyons Road S. of LWDD L-38 Canal to West Atlantic Avenue

PROJECT NUMBER: 2013527B

BUDGET LINE ITEM: 3505-361-1388-001-6551

CONTRACT NO: N/A

CONTRACT DATE: 9/1/2020

CONTRACTOR/CONSULTANT/VENDOR: MJC Land Development VENDOR #: \_\_\_\_\_

CONTACT: Tom Castano CONTACT PHONE NUMBER: 561-309-4488

Details: Change Order No. 10 will reimburse MJC for additional milling and resurfacing to provide a functional connection to the existing pavement by expanding the physical southern limit of the Project. During construction, it was observed that the existing asphalt pavement south of the project area was deteriorating, causing numerous maintenance issues and potential safety hazards. Change Order No. 10 will also extend the contract time by 411 days to account for delays in signal material procurement due to Covid-19, and 127 days for holidays and weather days granted from the notice to proceed on Jan 13, 2021 to Jan 1, 2024. Provide a 538 day time extension.

- Exhibit "A" - Change Order Details
- Exhibit "B" - Bond Rider
- Exhibit "C" - EBO Schedules
- Exhibit "D" - Certificate of Insurance
- Exhibit "E" - Change Order History

The total amount of this request, per the attached documentation, is not to exceed \$ 392,235.00

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was 20.6 %.

The estimated SBE participation for this request is 0 %  
The cumulative SBE participation to date for this Contract including this request is 18.4% %.

The Minority/Women Owned Business Enterprise (M/WBE) for this contract is N/A %. The estimated M/WBE participation for this request is N/A %. The cumulative M/WBE participation to date for this Contract including this request is N/A %.

Palm Beach County Engineering and Public Works Contact:

Albert W. Hoffman	Director, Construction Coordination	561-684-4180
Name	Title	Telephone Number

<p><b>CONTRACTOR/CONSULTANT/VENDOR APPROVALS</b> Please indicate your receipt of this request by signing and returning this original document to our office.</p> <p><u>[Signature]</u> <u>7/9/2024</u>        Signature Date  <u>Jeff Choquette VP</u>        Print Name and Title</p>	<p><b>ENGINEER OF RECORD (If applicable)</b></p> <p>_____        Signature Date        _____        Print Name and Title</p>
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<p><b>PALM BEACH COUNTY APPROVALS</b></p> <p><u>[Signature]</u> <u>7/16/24</u>        Division Approval Date  <u>Jacques L. Keh</u> <u>08/13/2024</u>        Deputy County Engineer Date</p>	<p><b>BOARD APPROVAL? YES</b> Date: <u>September 17, 2024</u></p> <p><u>[Signature]</u> <u>07/12/2024</u>        Budget Approval Date        _____        PBC Board of Co. Commissioner Date</p>
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ATTEST: Joseph Abruzzo,  
 Clerk of the Circuit Court  
 & Comptroller

\_\_\_\_\_  
 (Deputy Clerk) Date

Approved as to Form and Legal Sufficiency:

[Signature]  
 (County Attorney)

**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 Rd. S. of LWDD L-38 Canal to W. Atlantic Ave

CHANGE ORDER NO: 10 (Ten)  
 COUNTY PROJECT NO: 2013527B  
 CONTRACT DATE: 09/01/2020  
 RESOLUTION NO: R2020-1251  
 DISTRICT NO: 5

TO: MJC Land Development, LLC

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

Provide a functional connection to the existing pavement by expanding the physical southern limit of the Project. This adjustment will ensure that the Project operates as intended under the original contract. Revised plans were implemented to incorporate the actual conditions that resulted from permitted work conducted by a private developer on Lyons Road, south of the Project, between the LWDD L-39 and L-38 Canals. Additional pay items and quantities have been revised to facilitate this final connection. This additional scope is authorized pursuant to Specification 4-3.6 of the Contract, which allows the Engineer to extend the construction limit if necessary to ensure proper connections to the existing pavement. Change Order No. 10 will extend the contract time to account for delays in mast arm procurement due to Covid-19, as authorized per Specification 8-7.3.2 of the Contract. This delay was caused by factors beyond the manufacturer and contractor's control. The mast arms were ordered on January 11, 2023, and delivered to the Project on February 26, 2024, resulting in a delay of 411 days. Between the notice to proceed on January 13, 2021, and January 1, 2024, there have been 57 days affected by inclement weather, during which work could not proceed, and 70 holidays. Time extensions will be granted in accordance with specifications 8-6 for holidays and 8-7.3.2 for weather-related delays

	\$375,660.00
	Bond Rider Invoice \$ 16,575.00
Add a total of 538 days to the Contract	Total Lump Sum \$392,235.00

The original Contract Sum was . . . . .	\$ 9,823,244.20
Net change by previous Change Orders . . . . .	\$ 948,867.39
The Contract Sum prior to this Change Order was . . . . .	\$ 10,772,111.59
The Contract Sum will be <b>increased</b> by this Change Order . . . . .	\$ 392,235.00
The new Contract Sum including this Change Order will be . . . . .	\$ 11,164,346.59
The Contract Time will be <b>increased</b> by. . . . .	( 538 ) Days
The Date of Completion including this Change Order therefore is . . . . .	August 10, 2024

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.

MJC Land Development LLC  
 CONTRACTOR  
1127 Royal Palm Beach Blvd # 340  
 Address  
Royal Palm Beach, FL 33411

NAME: Jeff [Signature]  
 SIGNATURE: [Signature]  
 TITLE: VP  
 DATE: 7/9/2024

# Certified Request for Equitable Adjustment

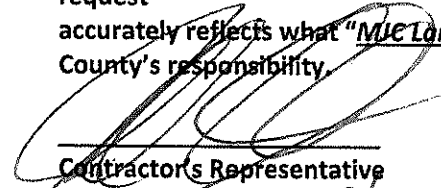
TO: Palm Beach County Engineering and Public Works – Construction Coordination

Name of Project: Lyons Road S. of LWDD L-38 Canal to West Atlantic Avenue  
Project #: 2013527B  
Change Order #: 10 (Ten)

We hereby request a Change Order for the following: Additional milling and resurfacing to provide functional connection to the existing pavement by expanding the physical southern limit of the Project.

\$375,660.00  
\$16,575.00 - Bond  
\$392,235.00 – Total Change Order

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 "MJC Land Development, LLC" best knowledge and belief, and that the amount of the request accurately reflects what "MJC Land Development, LLC" in good faith believes to be Palm Beach County's responsibility.

  
\_\_\_\_\_  
Contractor's Representative  
Jeff Choquette  
Print Name

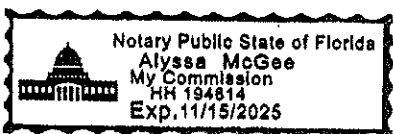
4/29/24  
Date

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25 day of April, 2024, by Jeff Choquette  
as VP for MJC Land Development, on behalf  
(title of officer/member/partner) (name of corporation/company/partnership)  
of the Corporation, who is  personally known to me or has  
[choose one] corporation/company/partnership  
produced \_\_\_\_\_ (type of identification) as identification.

Alyssa McGee  
(Signature of Notary Public - State of Florida)

Alyssa McGee  
(Print, Type, or Stamp Commissioned Name of Notary Public)



# MJC Land Development

1128 Royal Palm Beach Blvd. #340  
 Royal Palm Beach, FL 33411  
 Palm Beach: 561-688-5004  
 St. Lucie: 772-828-3181  
 Brevard: 321-396-8048  
 www.MJClanddev.com

EXHIBIT "A" (Page 3 of 3)



Licensed: GC, Utility & Fireline

<b>To:</b> Palm Beach County	<b>Contact:</b>
<b>Address:</b> West Palm Beach, FL 33411	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Lyons Road South Of L38 (STA 45-72) R3	<b>Bid Number:</b> 2023 - 100
<b>Project Location:</b>	<b>Bid Date:</b> 4/21/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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**A) General Conditions:**

10010	Mobilization/Administration	1.00	EACH	\$20,000.00	\$20,000.00
<b>Total Price for above A) General Conditions: Items:</b>					<b>\$20,000.00</b>

**I3) Pavement: Offsite**

90110	Mill Existing Pavement 1.0" Thick	19,960.00	SY	\$3.50	\$69,860.00
90120	Friction Course FC9.5	1,020.00	TON	\$190.00	\$193,800.00
90900	Maintenance Of Traffic	1.00	LS	\$92,000.00	\$92,000.00
<b>Total Price for above I3) Pavement: Offsite Items:</b>					<b>\$355,660.00</b>

**Total Bid Price: \$375,660.00**

**Notes:**

- MJC Land Development, LLC ("MJC")
- This Proposal is based on plans prepared by: (HSQ Group; Project #: 2013527) (Sheets: 16 total) (Dated: 9/26/2022)

<p><b>ACCEPTED:</b>                  The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>                  MJC Land Development</p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Jeff Choquette                  Office: (561) 688-5004 jeff@mjclanddev.com</p>
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CONTRACT PLAN SET INCLUDES:

- ROADWAY PLANS
- SIGNING AND PAVEMENT MARKING PLANS (FOR INFORMATION ONLY)
- BRIDGE PLANS
- SIGNALIZATION PLANS

STATE OF FLORIDA  
PALM BEACH COUNTY

**ROADWAY PLANS**

**LYONS ROAD**

(FROM CLINTMOORE TO ATLANTIC BLVD)  
PROJECT NO. 2013527

BOARD OF COUNTY COMMISSIONERS

HAL R. VALECHE  
DISTRICT 1

PAULETTE BURDICK  
DISTRICT 2

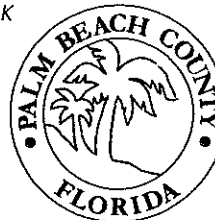
SHELLEY VANA  
DISTRICT 3

STEVEN L. ABRAMS  
DISTRICT 4

MARY LOU BERGER  
DISTRICT 5

MELISSA MCKINLAY  
DISTRICT 6

PRISCILLA A. TAYLOR  
DISTRICT 7



THE PURPOSE OF THESE PLANS IS TO ASSIST THE CONTRACTOR IN QUANTITIES AND TO SHOW THE GENERAL LIMITS OF THE NEEDED CONSTRUCTION TO TIE THE AREA OF LYONS ROAD FROM L-39 CANAL TO L-38 CANAL

LYONS RD FROM L-39 CANAL TO SOUTH OF L-38 WAS DESIGNED AND CONSTRUCTED BY GL HOMES AS IT EXISTS AS OF 9/26/2022. THE PLANS WERE MARKED BY HAND AS SHOWN TO REFLECT THE EXISTING FIELD CONDITION AS CONSTRUCTED BY GL HOMES

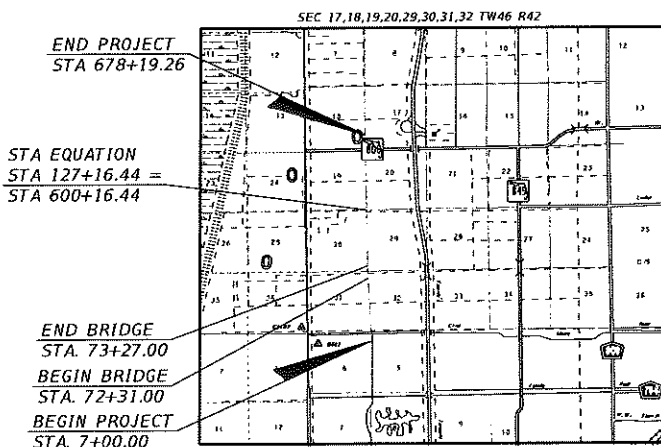
9/26/2022

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	SUMMARY OF PAY ITEMS
3-13	DRAINAGE MAP
14-17	TYPICAL SECTIONS
18	GENERAL NOTES
19-52	ROADWAY PLAN (LYONS ROAD)
53-54	ROADWAY PLAN (ATLANTIC BLVD)
55	INTERSECTION DETAILS
56-60	ROADWAY PLAN (LINTON BLVD)
61-94	ROADWAY PROFILE (LYONS ROAD)
95	DRAINAGE DETAILS
96	POND DETAIL
97-160	CROSS SECTIONS (LYONS ROAD)
161-169	CROSS SECTIONS (LINTON BLVD)
170-173	CROSS SECTIONS (L-38 CANAL)
174-176	CROSS SECTIONS (L-35 CANAL)
CTL-1 TO CTL-7	PROJECT NETWORK CONTROL
CTL-8 TO CTL-10	REFERENCE POINTS
GA-1 TO GA-11	AUGER BORING PROFILE FOR ROADWAY

PLANS WERE PREPARED BASED ON THE NAVD 1988 DATUM  
NGVD 1929 DATUM ELEVATION - 1.45' = NAVD DATUM ELEVATION OF 1988

LENGTH OF PROJECT		
	LIN. FT	MILES
NET LENGTH OF PROJECT	19,819.22	3.754
BRIDGE	96	0.018
GROSS LENGTH OF PROJECT	19,723.22	3.736



65% PLANS

GOVERNING SPECIFICATIONS:  
THE FDOT ROADWAY & TRAFFIC DESIGN STANDARDS  
DATED JAN. 2016 AND SUPPLEMENTS AND ALL PROVISIONS  
THERE TO NOTED IN THE CONTRACT FOR THIS PROJECT.

**ENGINEER'S CERTIFICATION**  
I HEREBY CERTIFY THAT THE ATTACHED PLANS AND DESIGN ARE  
IN SUBSTANTIAL COMPLIANCE WITH THE DESIGN STANDARDS AND  
CRITERIA IN EFFECT ON THIS DATE FOR PALM BEACH COUNTY  
ENGINEERING DEPARTMENT AND THE STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION.

APPROVED BY: \_\_\_\_\_  
NOUR SHEHADEH, P.E.  
DATE: \_\_\_\_\_  
P.E. NO.: FL REGISTRATION NO 48307

**HSQ GROUP, INC.**  
Engineers - Planners - Surveyors  
1489 West Palmetto Park Road, Suite 340  
Boca Raton, Florida 33488 - 561.392.0221  
C26258 - LB7924

NO.	REVISION	BY	DATE

PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
P.O. BOX 1122, WEST PALM BEACH, FLORIDA

SCALE: 1"=40'  
APPROVED HAS  
DRAWN: NVP  
CHECKED: HAS  
DATE:

**LYONS ROAD**  
**(From Clint Moore to Atlantic Ave)**  
**COVER SHEET**  
DESIGN FILE NAME: \_\_\_\_\_  
DRAWING NO.: \_\_\_\_\_

SHEET: 1  
OF: 176  
PROJECT NO.: 2013527

PLANS ISSUED PBD

9/26/2022

9/26/2022 9:26:22 AM

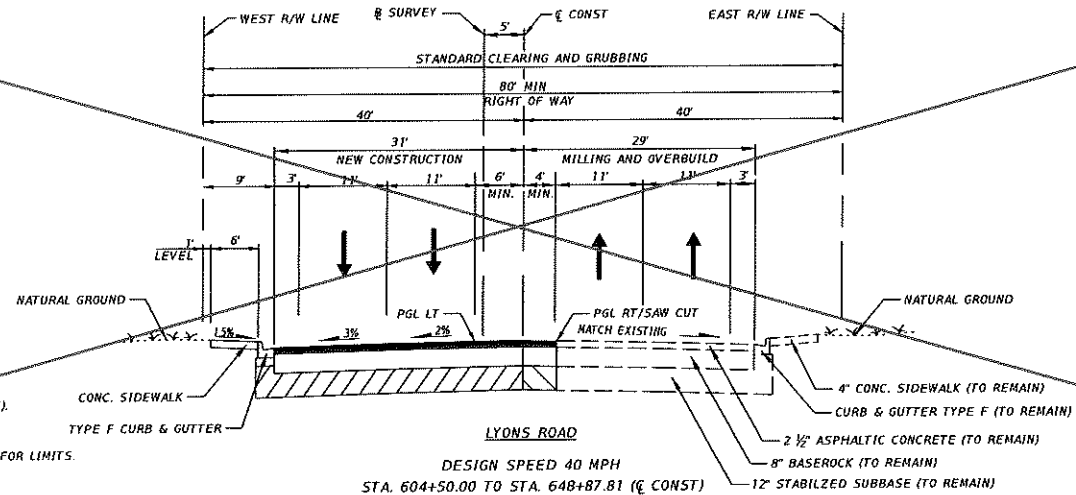
EXHIBIT 1 (Page 1 of 3)



- MILLING**  
MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1")
- RESURFACING**  
FRICTION COURSE FC-9.5 (1")
- WIDENING**  
OPTIONAL BASE GROUP 13 WITH  
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1½")  
AND FRICTION COURSE FC-9.5 (1") (RUBBER)
- OVERBUILD FOR SLOPE**  
TYPE SP OVERBUILD (TRAFFIC C) AVE THICKNESS (3")
- NEW CONSTRUCTION**  
OPTIONAL BASE GROUP 7 WITH  
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1½")  
AND FRICTION COURSE FC- (1")

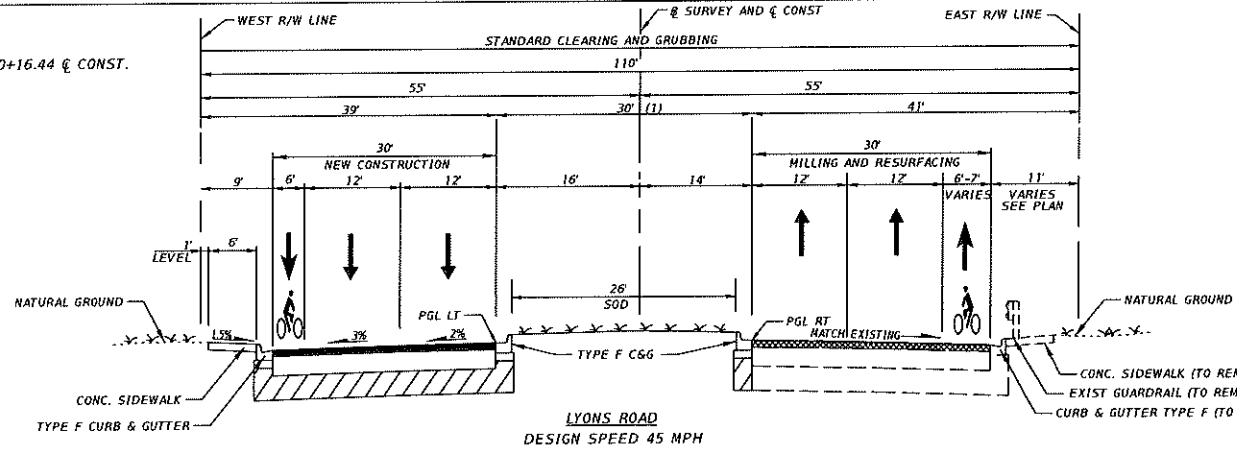
**NOTES:**

- (1) SEE PLAN VIEW FOR EXISTING RIGHT OF WAY (RIGHT OF WAY VARIES ON BOTH EAST AND WEST SIDES).
- (2) SEE PLAN FOR LOCATION OF SIDEWALK.
- (3) PROPOSED PAVEMENT WIDTH VARIES, SEE PLAN SHEET FOR LIMITS.



LYONS ROAD  
DESIGN SPEED 40 MPH  
STA. 604+50.00 TO STA. 648+87.81 (€ CONST)

**STATION EQUATION:**  
STA 127+16.44 @ SURVEY = STA 600+16.44 € CONST.



LYONS ROAD  
DESIGN SPEED 45 MPH  
(CLINT MOORE ROAD TO LINTON BLVD)  
STA. 25+50.00 TO STA. 604+50.00

**NOTES:**

- (1) SEE PLAN VIEWS FOR VARYING WIDTH OF MEDIAN, LIMITS OF MILLING AND RESURFACING, OVERBUILD AND NEW CONSTRUCTION.
- (2) € SURVEY AND € CONSTRUCTION DEPART AT STA. EQUATION STA. 127+16.44 = STA. 600+16.44

**HSQ GROUP, INC.**  
Engineers - Planners - Surveyors  
1489 West Palmetto Park Road, Suite 340  
Boca Raton, Florida 33486 - 561.392.0221  
CR2558 - LB7824

NO.	REVISION	BY	DATE

**PALM BEACH COUNTY**  
ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
P.O. BOX 21289, WEST PALM BEACH, FLORIDA

SCALE: 1"=40'
APPROVED HAS
DRAWN: HM
CHECKED HAS
DATE:

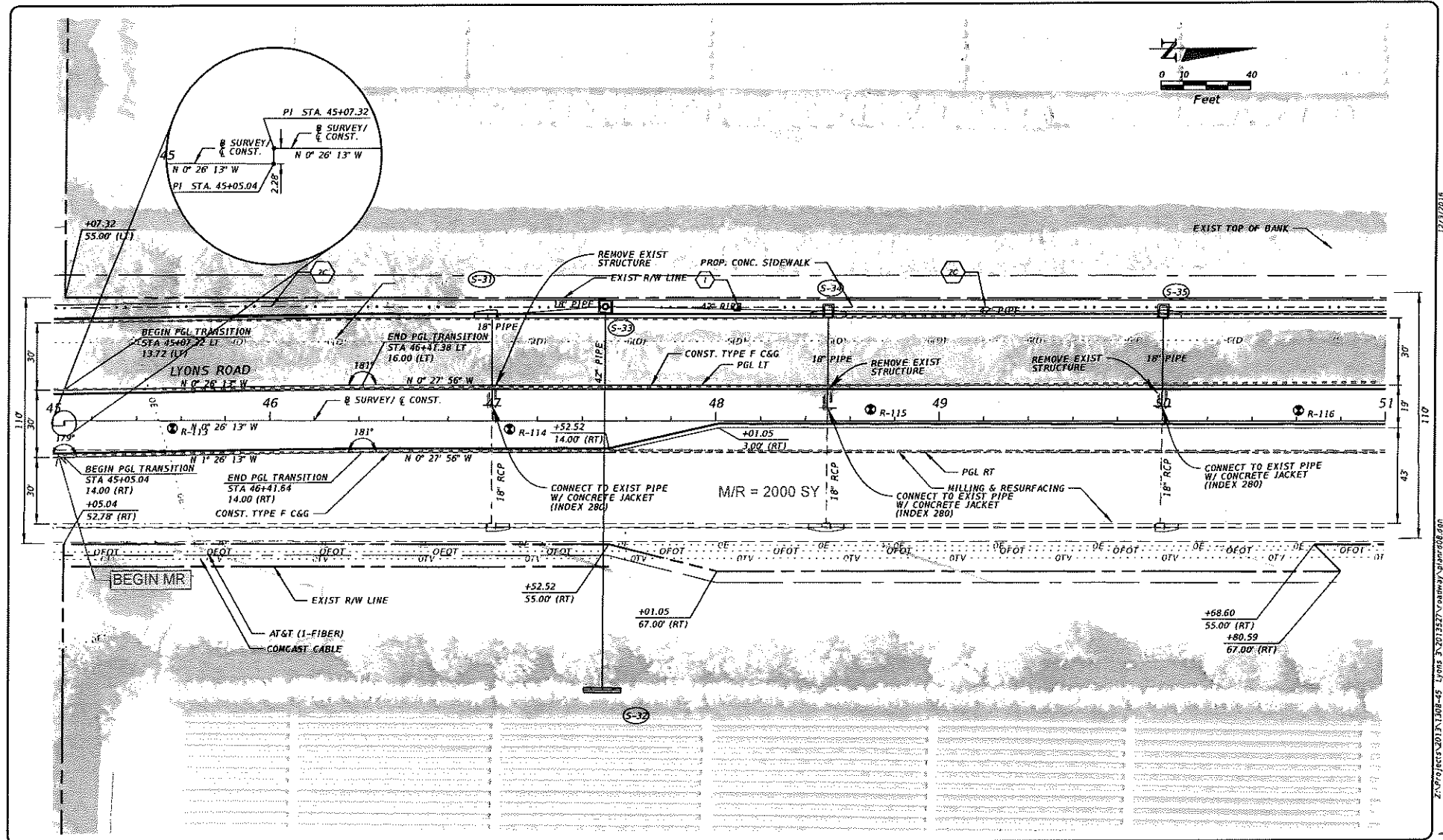
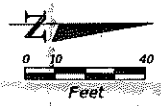
**LYONS ROAD**  
(From Clint Moore to Atlantic Ave)  
**TYPICAL SECTIONS**

DESIGN FILE NAME:      DRAWING NO.:

SHEET: 15
OF: 176
PROJECT NO. 20115127

PLANS ISSUED PBC

EXHIBIT 1 (Page 50 of 52)



**HSQ GROUP, INC.**  
 Engineers · Planners · Surveyors  
 1469 West Palmello Park Road, Suite 340  
 Boca Raton, Florida 33486 · 561.392.0221  
 C20358 - LB1924

NO.	REVISION	BY	DATE

PALM BEACH COUNTY  
 ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
 P.O. BOX 5129, WEST PALM BEACH, FLORIDA

SCALE: 1"=40'  
 APPROVED HAS  
 DRAWN: HW  
 CHECKED: HAS  
 DATE:

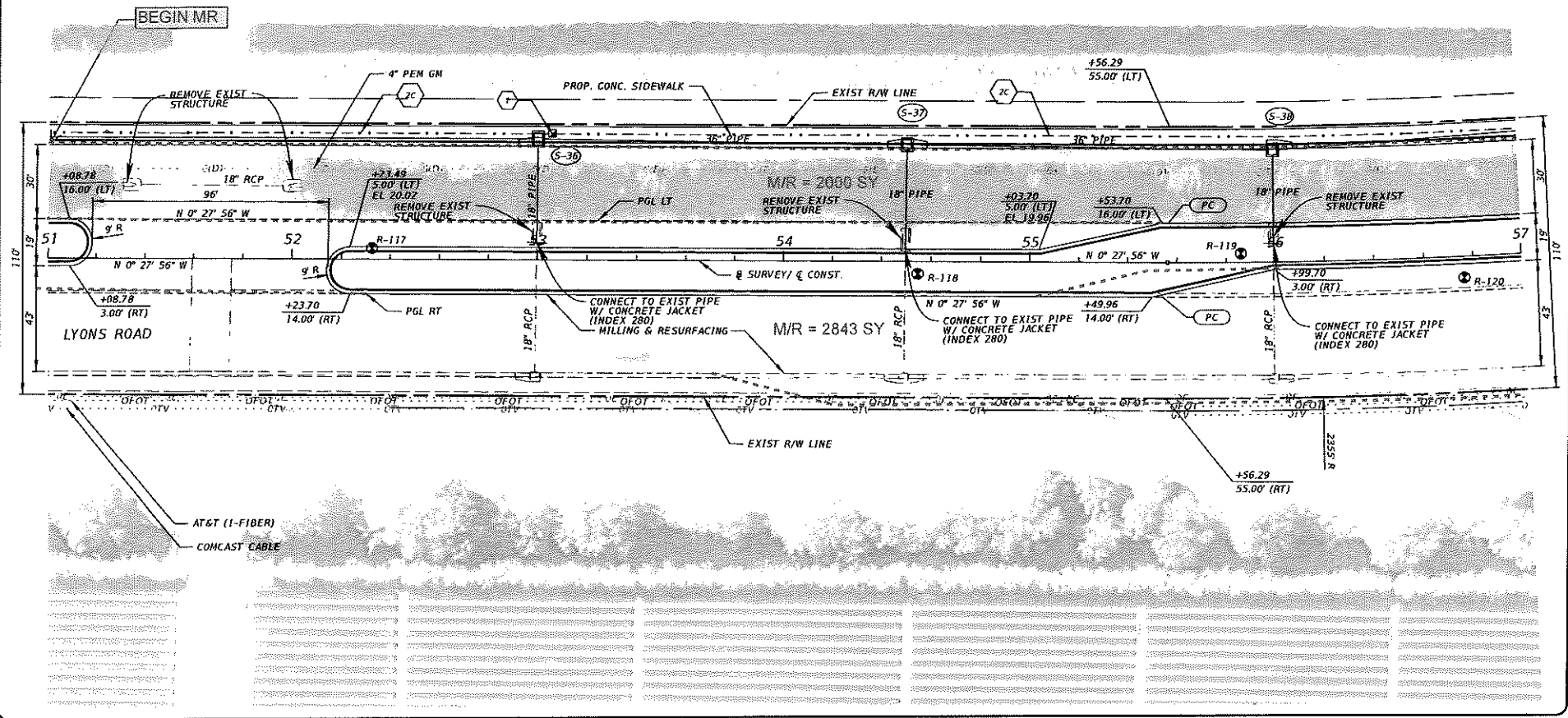
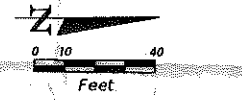
**LYONS ROAD**  
 (From Clint Moore to Atlantic Ave)  
**ROADWAY PLAN**

DESIGN FILE NAME: \_\_\_\_\_ DRAWING NO. \_\_\_\_\_

SHEET: 26  
 OF: 176  
 PROJECT NO. 2012527

PLANS ISSUED P.B.

EXHIBIT 1 (Page 2 of 12)



**HSQ GROUP, INC.**  
 Engineers · Planners · Surveyors  
 1452 West Poinsett Park Road, Suite 340  
 Boca Raton, Florida 33486 · 561.392.0221  
 C26258 · LB7924

NO.	REVISION	BY	DATE

**PALM BEACH COUNTY**  
 ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
 P.O. BOX 2189, WEST PALM BEACH, FLORIDA

SCALE: 1"=40'  
 APPROVED HAS  
 DRAWN HW  
 CHECKED HAS  
 DATE:

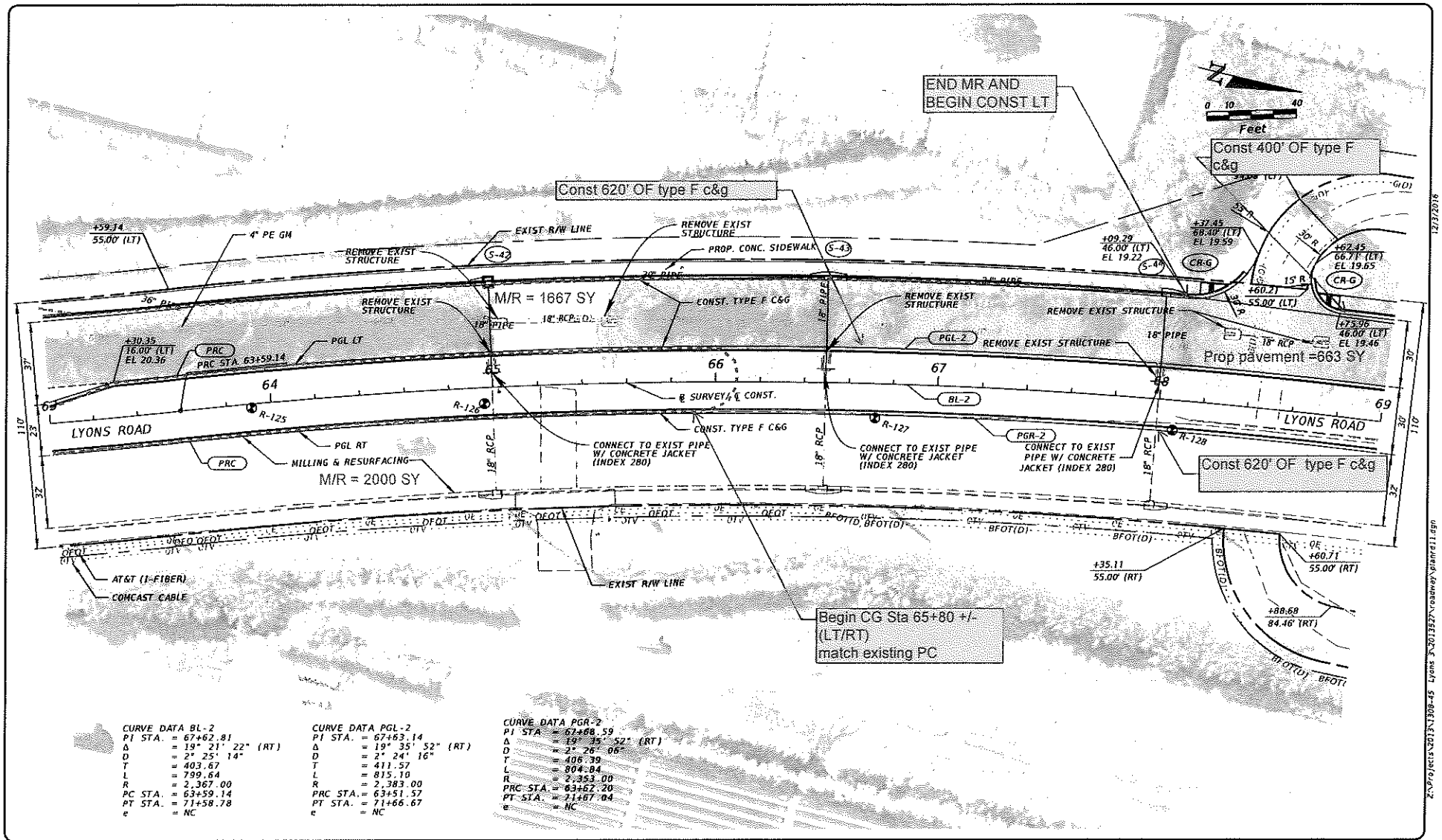
**LYONS ROAD**  
 (From Clint Moore to Atlantic Ave)  
**ROADWAY PLAN**  
 DESIGN FILE NAME      DRAWING NO.

SHEET: 27  
 OF: 176  
 PROJECT NO.  
 2013227

PLANS ISSUED PBC

EXHIBIT A (Page 2 of 2)





CURVE DATA BL-2		CURVE DATA PGL-2		CURVE DATA PGR-2	
PI STA.	= 67+62.81	PI STA.	= 67+63.14	PI STA.	= 67+68.59
Δ	= 19° 21' 22" (RT)	Δ	= 19° 35' 52" (RT)	Δ	= 19° 25' 52" (RT)
D	= 2° 25' 14"	D	= 2° 24' 16"	D	= 2° 26' 05"
T	= 403.67	T	= 411.57	T	= 406.39
L	= 799.64	L	= 815.10	L	= 804.04
R	= 2,367.00	R	= 2,383.00	R	= 2,353.00
PC STA.	= 63+59.14	PC STA.	= 63+51.57	PC STA.	= 63+62.20
PT STA.	= 71+58.78	PT STA.	= 71+66.67	PT STA.	= 71+67.04
e	= NC	e	= NC	e	= NC

**HSQ GROUP, INC.**  
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 Boca Raton, Florida 33486 · 561.392.0221  
 C26258 · LB7924

NO.	REVISION	BY	DATE

**PALM BEACH COUNTY**  
 ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
 P.O. BOX 1129, WEST PALM BEACH, FLORIDA

SCALE: 1"=40'  
 APPROVED HAS  
 DRAWN NW  
 CHECKED HAS  
 DATE:

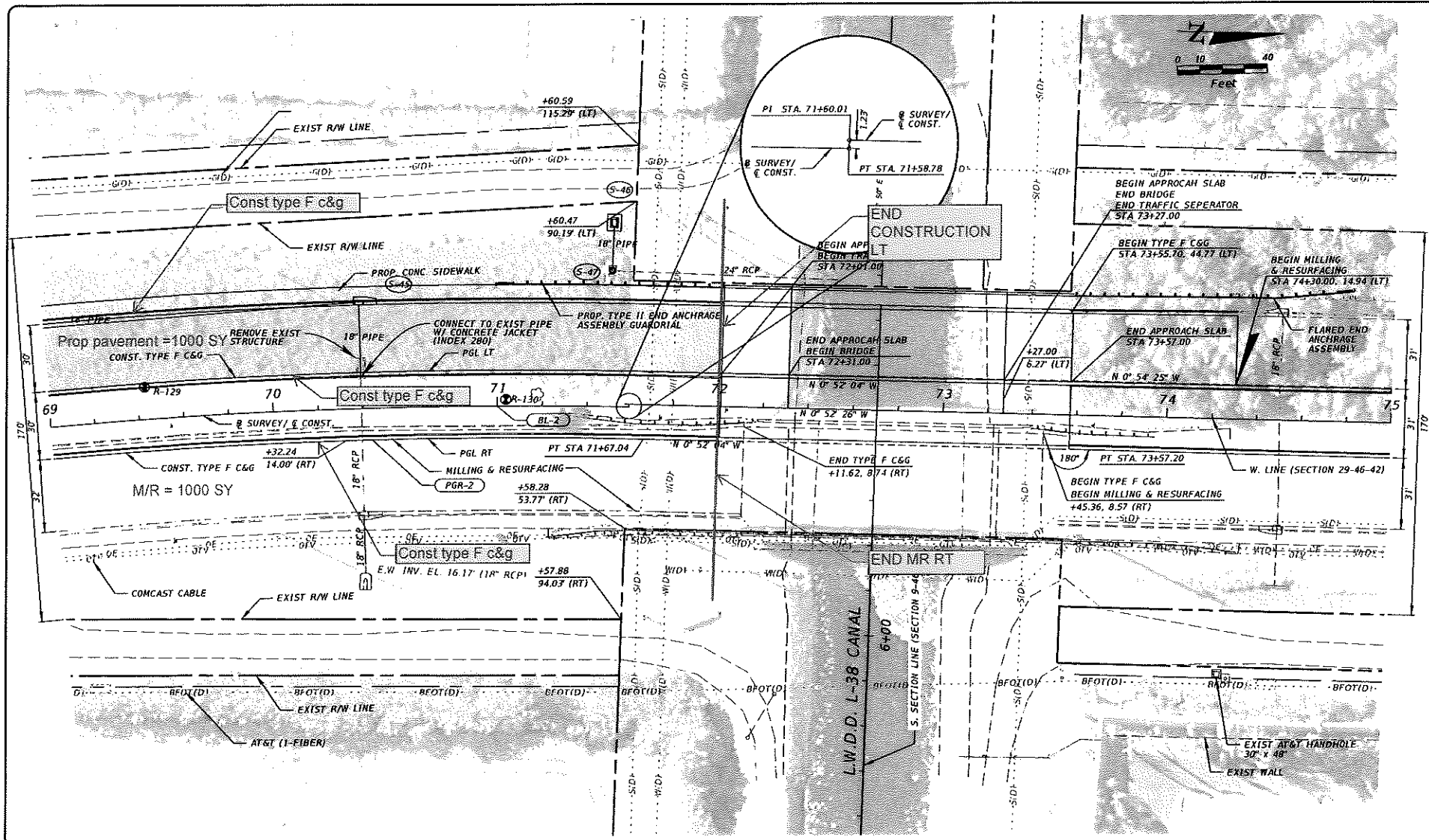
**LYONS ROAD**  
 (From Clint Moore to Atlantic Ave)  
**ROADWAY PLAN**

DESIGN FILE NAME: \_\_\_\_\_ DRAWING NO.: \_\_\_\_\_

SHEET: 29  
 OF: 176  
 PROJECT NO: 2013527

PLANS ISSUED PBC

EXHIBIT A (Page 9 of 12)



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 Boca Raton, Florida 33486 - 561.392.0221  
 C26298 - LB7924

NO.	REVISION	BY	DATE

**PALM BEACH COUNTY**  
 ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
 P.O. BOX 1224, WEST PALM BEACH, FLORIDA

SCALE: 1"=40'  
 APPROVED: HAS  
 DRAWN: RW  
 CHECKED: HAS  
 DATE:

**LYONS ROAD**  
 (From Clint Moore to Atlantic Ave)  
**ROADWAY PLAN**

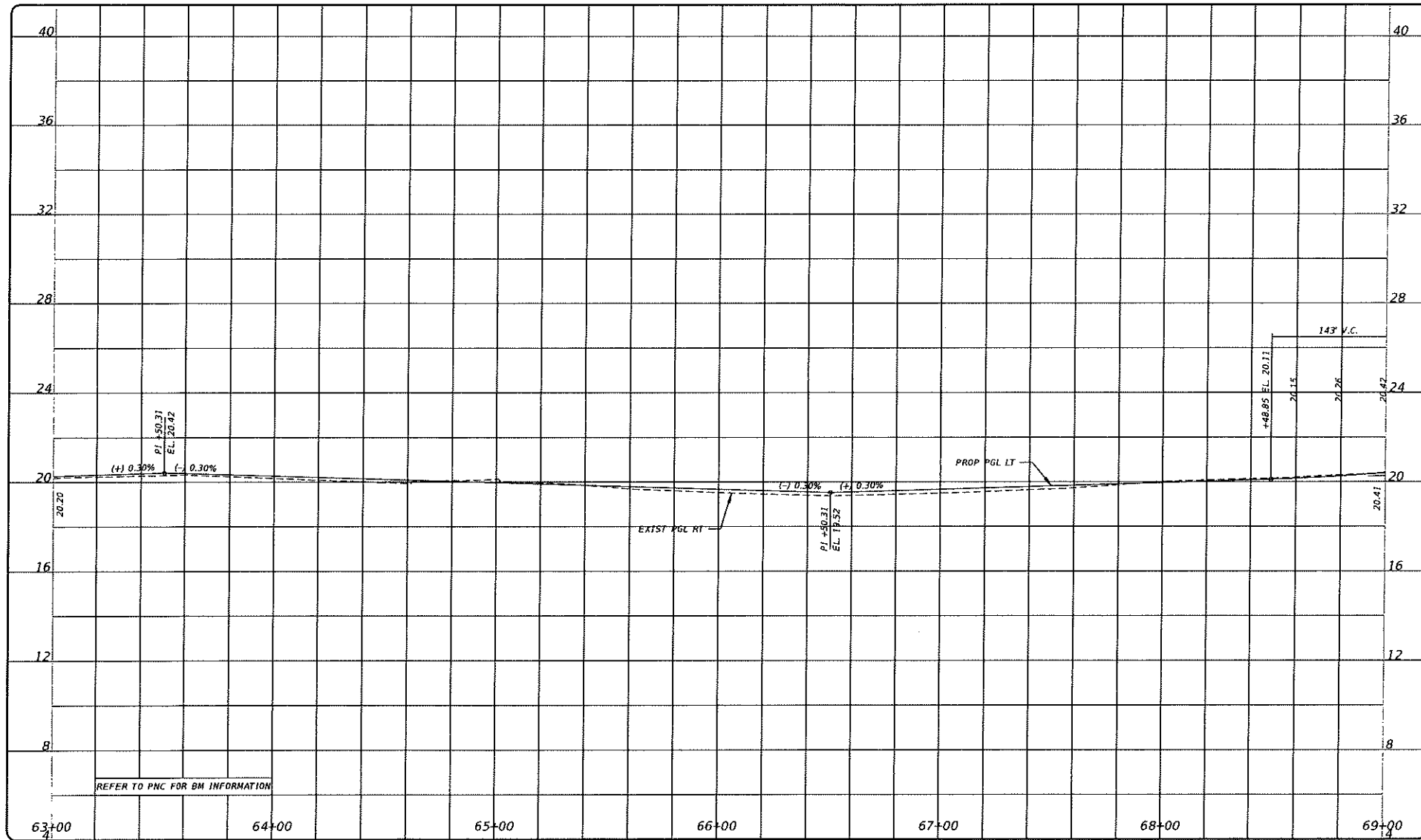
SHEET: 30	PROJECT NO. 2013527
OF: 176	DRAWING NO.

PLANS ISSUED PBC

12/7/2018

Z:\Projects\2013\2013527\ roadway\plan\12.dwg Lyons 3/2013527\roadway\plan\12.dwg

EXHIBIT A (Page 10 of 12)



**HSQ GROUP, INC.**  
 Engineers - Planners - Surveyors  
 1489 West Palmello Park Road, Suite 340  
 Boca Raton, Florida 33486 • 561.392.0221  
 C28258 • LB7824

Scale: 1" = 40.00'  
 Date: 12/17/2016

NO.	REVISION	BY	DATE

**PALM BEACH COUNTY**  
 ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
 P.O. BOX 1129, WEST PALM BEACH, FLORIDA

SCALE: 1" = 40.00'  
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 DRAWN: SS  
 CHECKED: MAS  
 DATE:

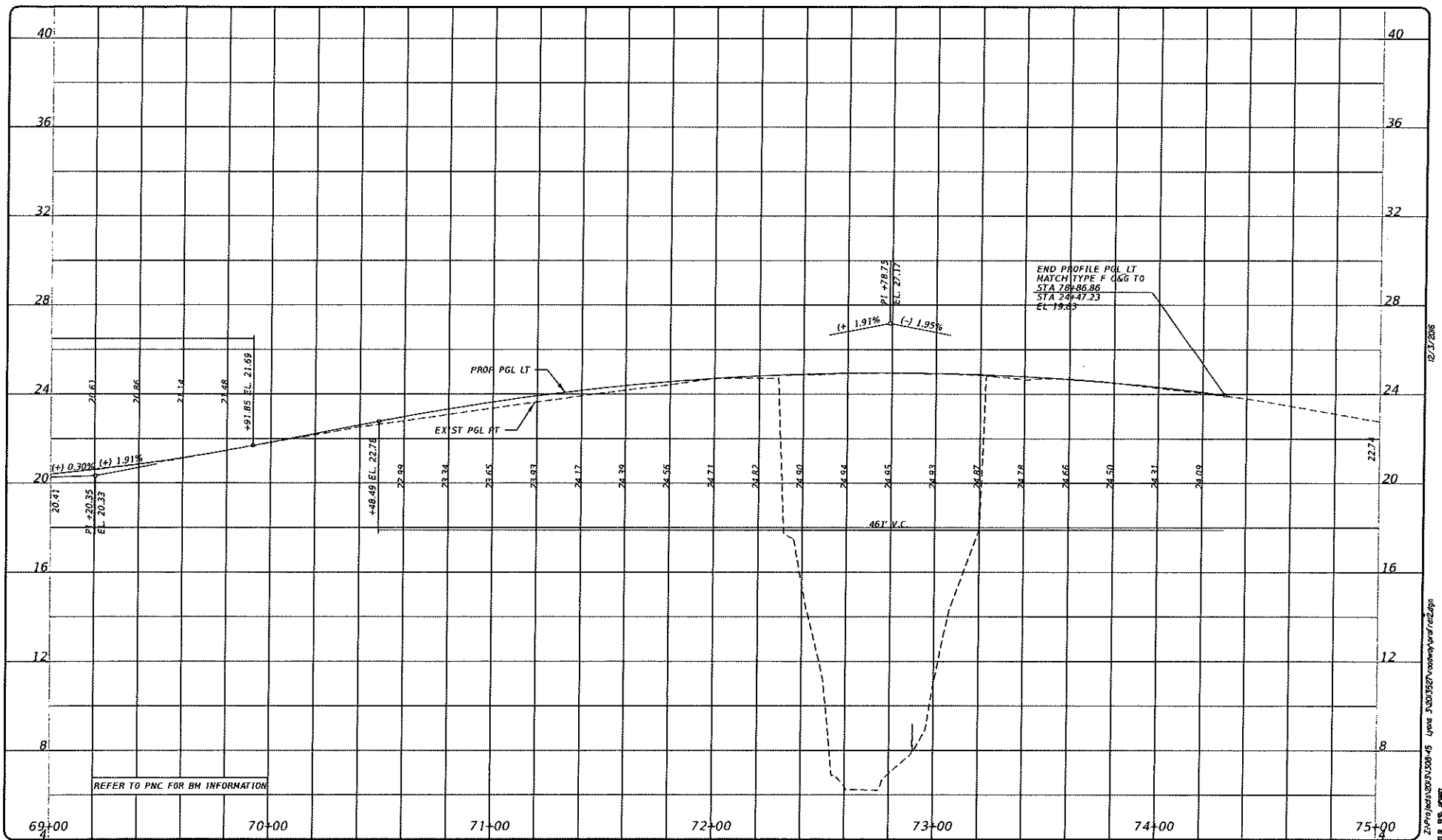
**LYONS ROAD**  
 FROM CLINT MOORE RD TO ATLANTIC BLVD  
**ROADWAY PROFILE**

DESIGN FILE NAME:      DRAWING NO.:

SHEET: 71  
 OF: 176  
 PROJECT NO. 2013527

PLANS ISSUED PBO

EXHIBIT A (Page 1 of 15)



**HSQ GROUP, INC.**  
 Engineers · Planners · Surveyors  
 1489 West Palmetto Park Road, Suite 340  
 Boca Raton, Florida 33486 · 561.392.0221  
 G28258 · LB7924

Scale: 1" = 40' H  
 1" = 100' V

NO.	REVISION	BY	DATE

**PALM BEACH COUNTY**  
 ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
 P.O. BOX 31289, WEST PALM BEACH, FLORIDA

APPROVED HAS  
 DRAWN SS  
 CHECKED HAS  
 DATE:

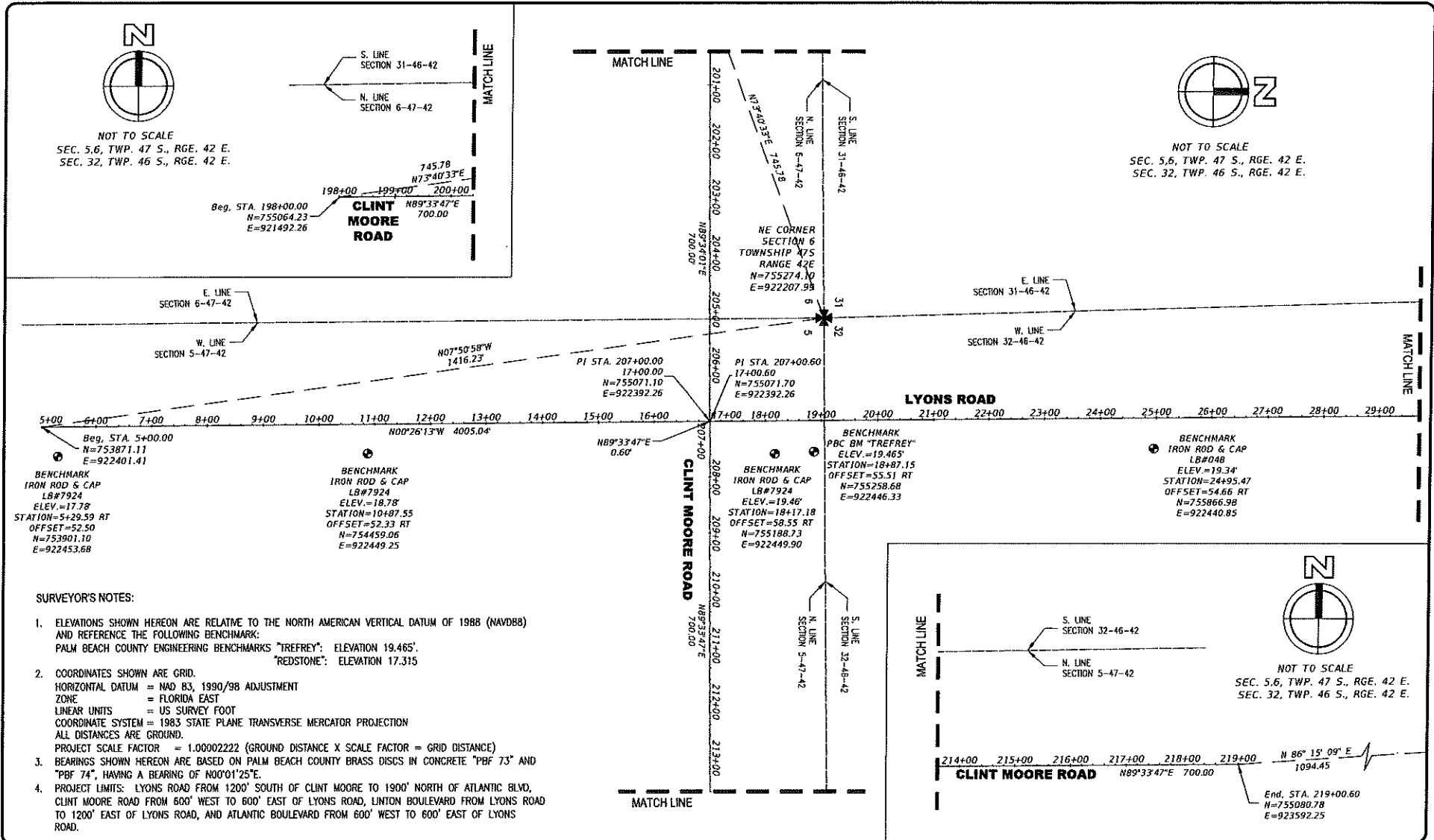
**LYONS ROAD**  
**FROM CLINT MOORE RD TO ATLANTIC BLVD**  
**ROADWAY PROFILE**

DESIGN FILE NAME: \_\_\_\_\_ DRAWING TITLE: \_\_\_\_\_

SHEET: 72  
 OF: 176  
 PROJECT NO: 2013527

PLANS ISSUED PB





**HSQ GROUP, INC.**  
 Engineers · Planners · Surveyors  
 1499 West Palm Beach Blvd, Suite 400  
 Boca Raton, Florida 33486-1851, (561) 383-1121  
 FAX 561-383-1874

NO.	REVISION	BY	DATE



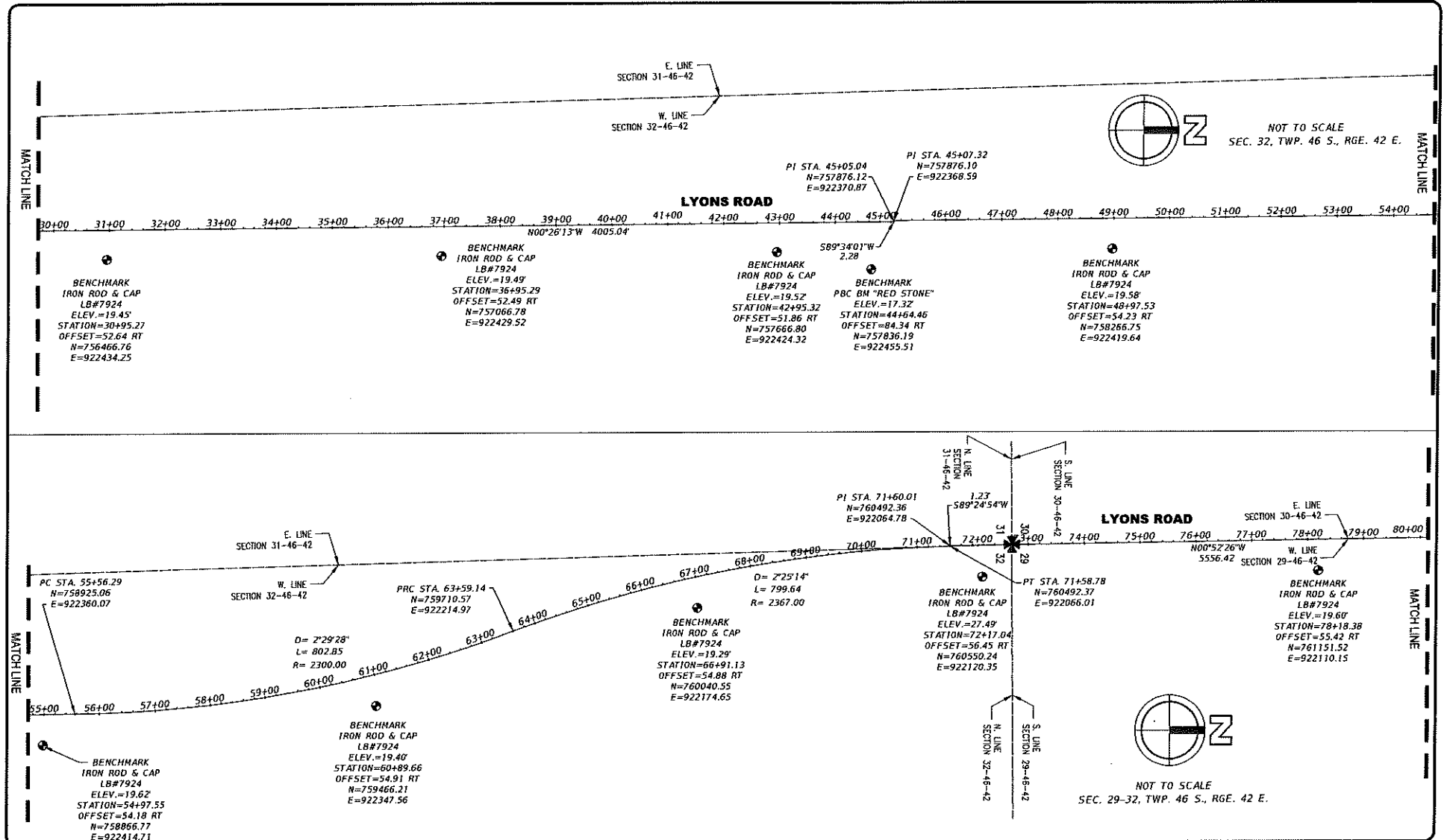
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 CHECKED: DCW  
 DATE: 8/9/18

**LYONS ROAD**  
 (FROM CLINT MOORE TO ATLANTIC AVE)  
 PROJECT NETWORK CONTROL

SHEET: CTL-1  
 OF: CTL-10  
 PROJECT NO. 2014511

**PLANS ISSUED PBC**

EXHIBIT 1 (page 2 of 2)



**HSQ GROUP, INC.**  
 Engineers • Planners • Surveyors  
 1400 West Palmetto Park Road, Suite 100  
 Boca Raton, Florida, U.S.A. 33431  
 (561) 992-0271  
 FAX: (561) 992-0271

NO.	REVISION	BY	DATE

**PALM BEACH COUNTY**  
 ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
 P.O. BOX 21229, WEST PALM BEACH, FLORIDA

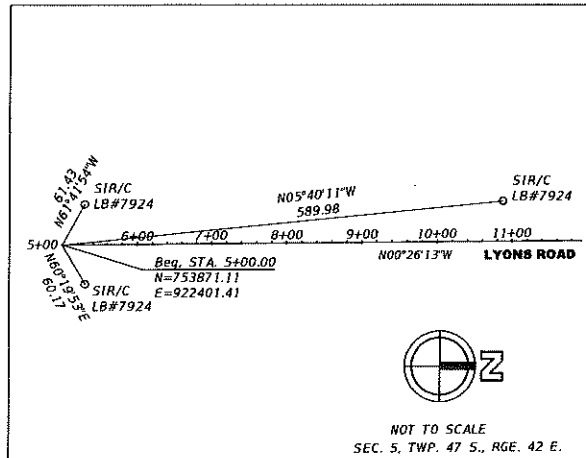
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 CHECKED: DCW  
 DATE: 8/9/16

**LYONS ROAD**  
 (FROM CLINT MOORE TO ATLANTIC AVE)  
 PROJECT NETWORK CONTROL

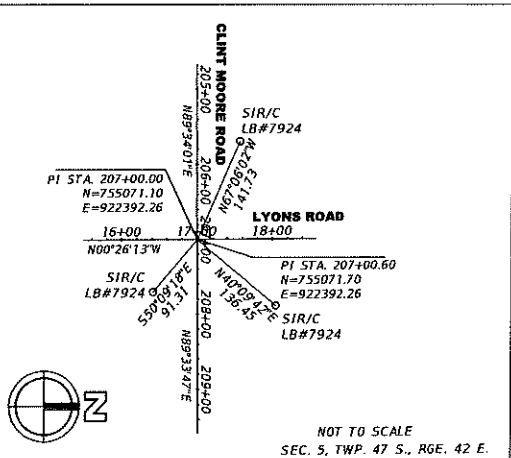
**PLANS ISSUED PBC**

SHEET: CTL-2  
 OF: CTL-10  
 PROJECT NO.: 2014511

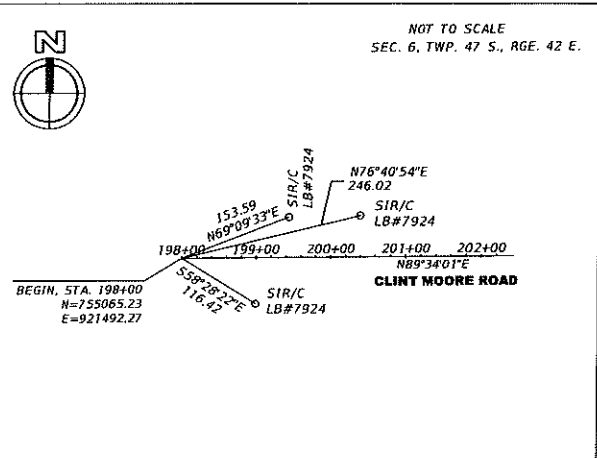
EXHIBIT A (Page 1 of 13)



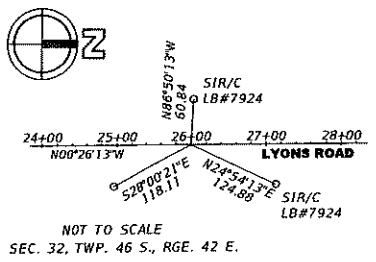
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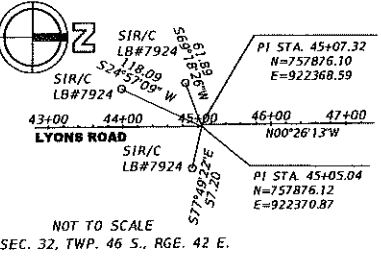
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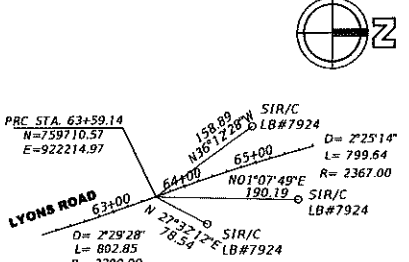
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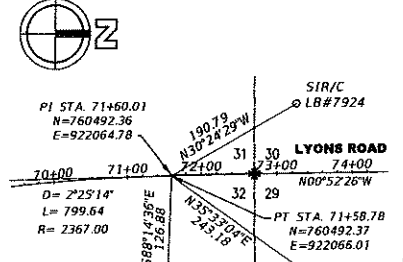
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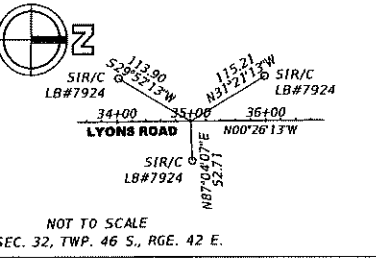
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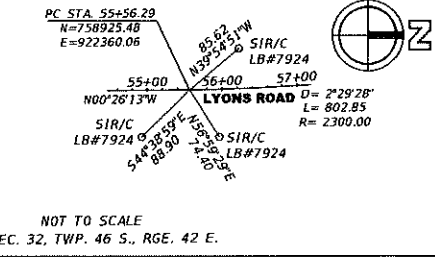
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NOT TO SCALE  
SEC. 29-32, TWP. 46 S., RGE. 42 E.



NOT TO SCALE  
SEC. 32, TWP. 46 S., RGE. 42 E.



NOT TO SCALE  
SEC. 32, TWP. 46 S., RGE. 42 E.



**HSQ GROUP, INC.**  
Engineers - Planners - Surveyors  
1424 West Palmetto Park Road, Suite 140  
Boca Raton, Florida 33486-4611, 888-877-1111  
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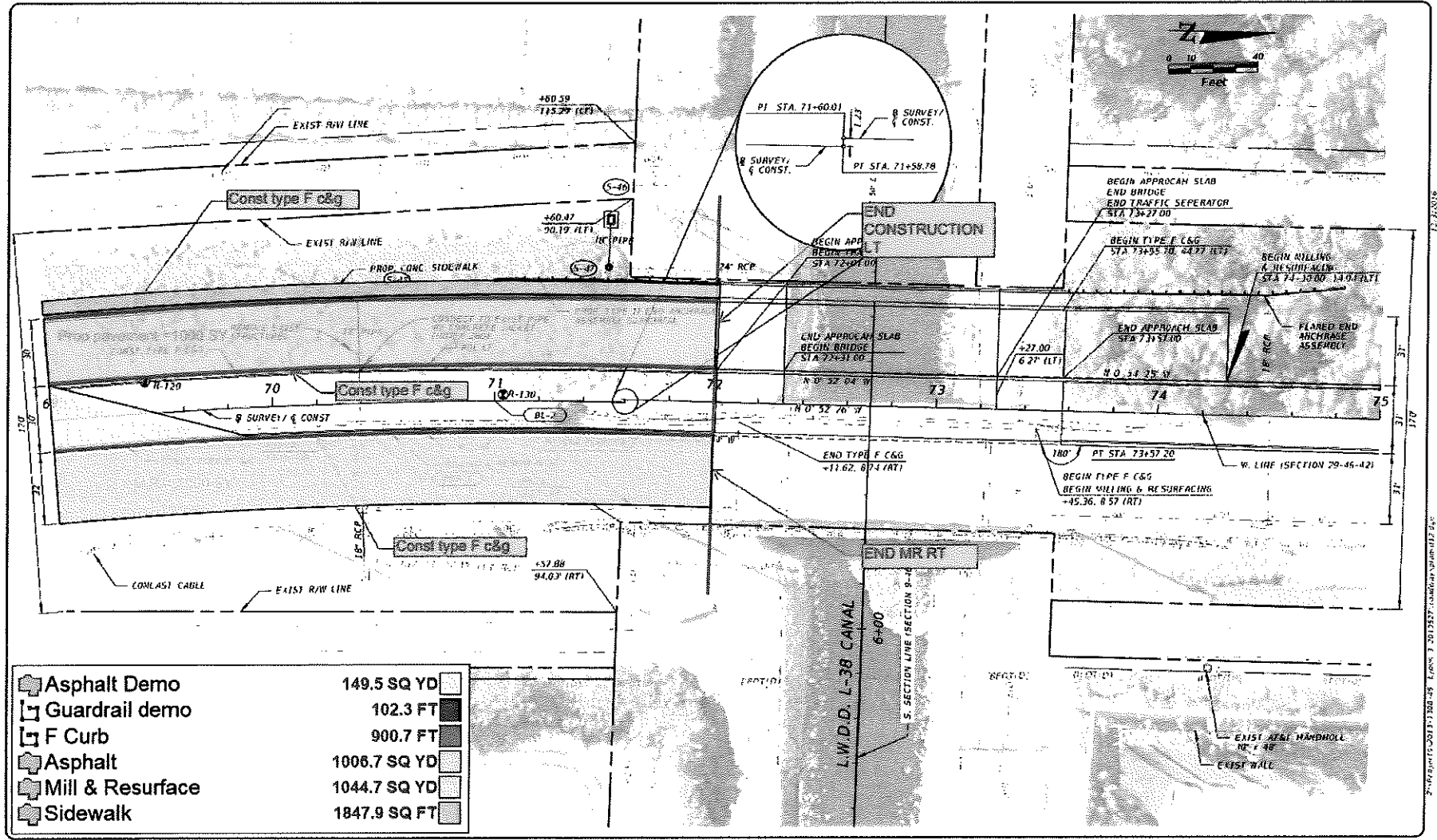
NO.	REVISION	BY	DATE

**PALM BEACH COUNTY**  
ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
P.O. BOX 1129, WEST PALM BEACH, FLORIDA

SCALE: N/A  
APPROVED:  
DRAWN: LMK  
CHECKED: DCW  
DATE: 5/15/15

**LYONS ROAD**  
(FROM CLINT MOORE TO ATLANTIC AVE)  
REFERENCE POINTS  
**PLANS ISSUED PBC**

SHEET: CTL-8  
OF: CTL-10  
PROJECT NO:  
2014511



	Asphalt Demo	149.5 SQ YD
	Guardrail demo	102.3 FT
	F Curb	900.7 FT
	Asphalt	1006.7 SQ YD
	Mill & Resurface	1044.7 SQ YD
	Sidewalk	1847.9 SQ FT

**HSQ GROUP, INC.**  
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 C29286 • LB7931

NO.	REVISION	BY	DATE

**PALM BEACH COUNTY**  
 ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
 P.O. BOX 5199, WEST PALM BEACH, FLORIDA

SCALE: PLAN  
 APPROVED BY  
 ENGINEER SEAL  
 DATE:

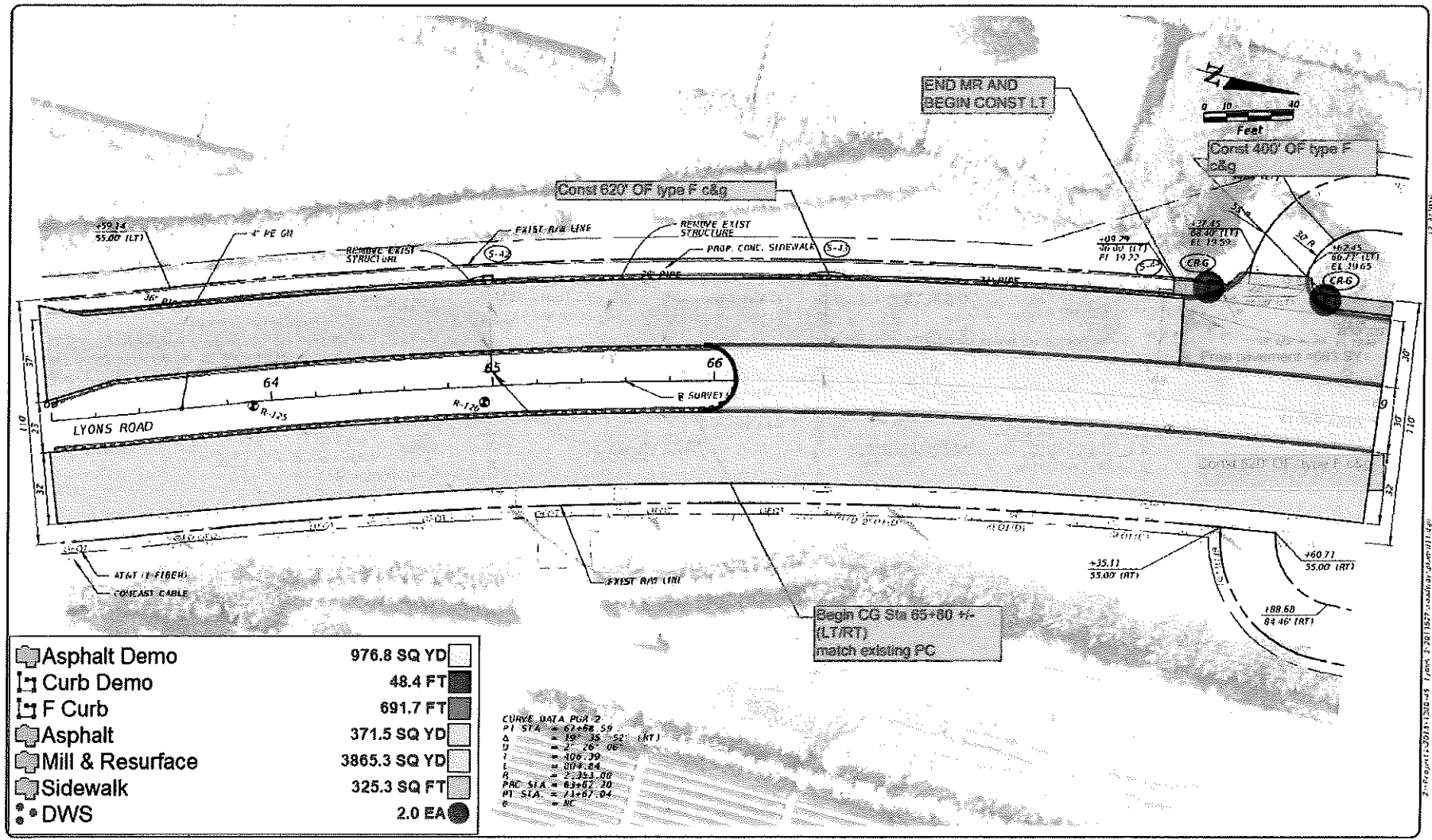
**LYONS ROAD**  
 (From Clint Moore to Atlantic Ave)  
**ROADWAY PLAN**  
 DESIGN FEE NAME:      DRAWING NO:

SHEET	30
OF	176
PROJECT NO.	01129

**MJC TAKEOFF**

Measurement Type : Imperial

EXHIBIT 2 (Page 1 of 21)



	Asphalt Demo	976.8 SQ YD
	Curb Demo	48.4 FT
	F Curb	691.7 FT
	Asphalt	371.5 SQ YD
	Mill & Resurface	3865.3 SQ YD
	Sidewalk	325.3 SQ FT
	DWS	2.0 EA

CURVE DATA PGR 2  
 P1 STA = 62+98.59  
 Q = 160.25 (52' RT)  
 D = 2' 26" 06"  
 L = 106.39  
 E = 004.64  
 R = 2+383.00  
 P2 STA = 63+67.30  
 P1 STA = 71+67.04  
 R = 110'

**HSQ GROUP, INC.**  
 Engineers • Planners • Surveyors  
 1489 West Palm Beach Parkway, Suite 2010  
 Boca Raton, Florida 33486 • 561 382-0221  
 200265 - 1.87024

NO.	REVISION	BY	DATE

**PALM BEACH COUNTY**  
 ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
 P.O. BOX 5199, WEST PALM BEACH, FLORIDA

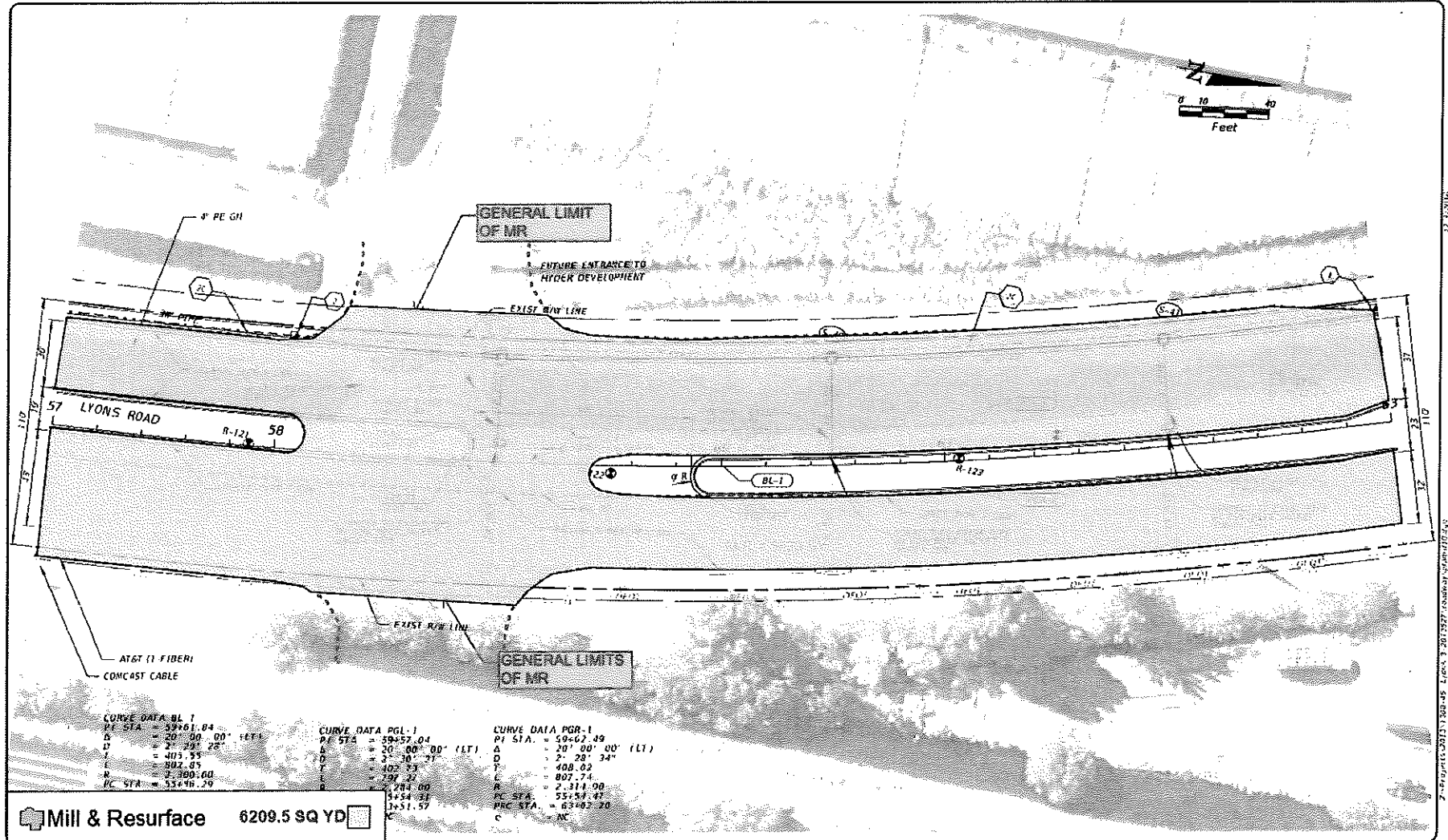
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 CHECKED: [Signature]  
 DATE:

**LYONS ROAD**  
 (From Clint Moore to Atlantic Ave)  
**ROADWAY PLAN**  
 DESIGN: [Signature] DRAWING: [Signature]

SHEET NO.	29
TOTAL SHEETS	176
PROJECT NO.	

**MJC TAKEOFF**

Measurement Type : Imperial



CURVE DATA BL-1		CURVE DATA PGL-1		CURVE DATA PGR-1	
PI STA	= 59161.04	PI STA	= 59452.04	PI STA	= 59472.49
S	= 20° 28' 28"	S	= 50° 00' 00" (LT)	S	= 2° 28' 34"
D	= 403.55	D	= 2° 30' 27"	D	= 408.02
T	= 307.07	T	= 197.52	T	= 807.74
R	= 25360.00	R	= 2781.00	R	= 2314.00
PC STA	= 55476.29	PC STA	= 5454.33	PC STA	= 55157.47
		PAC STA	= 2451.57	PAC STA	= 63487.20
		C		C	

Mill & Resurface 6209.5 SQ YD

**HSQ GROUP, INC.**  
 Engineers · Planners · Surveyors  
 1409 West Palm Beach Park Road, Suite 300  
 Boca Raton, Florida 33430 · 561.392.0321  
 C29258 · LB7024

NO.	REVISION	BY	DATE

**PALM BEACH COUNTY**  
 ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
 P.O. BOX 2109, WEST PALM BEACH, FLORIDA

SCALE: 1"=40' N  
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 DRAWN: JJP  
 CHECKED: HAS  
 DATE:

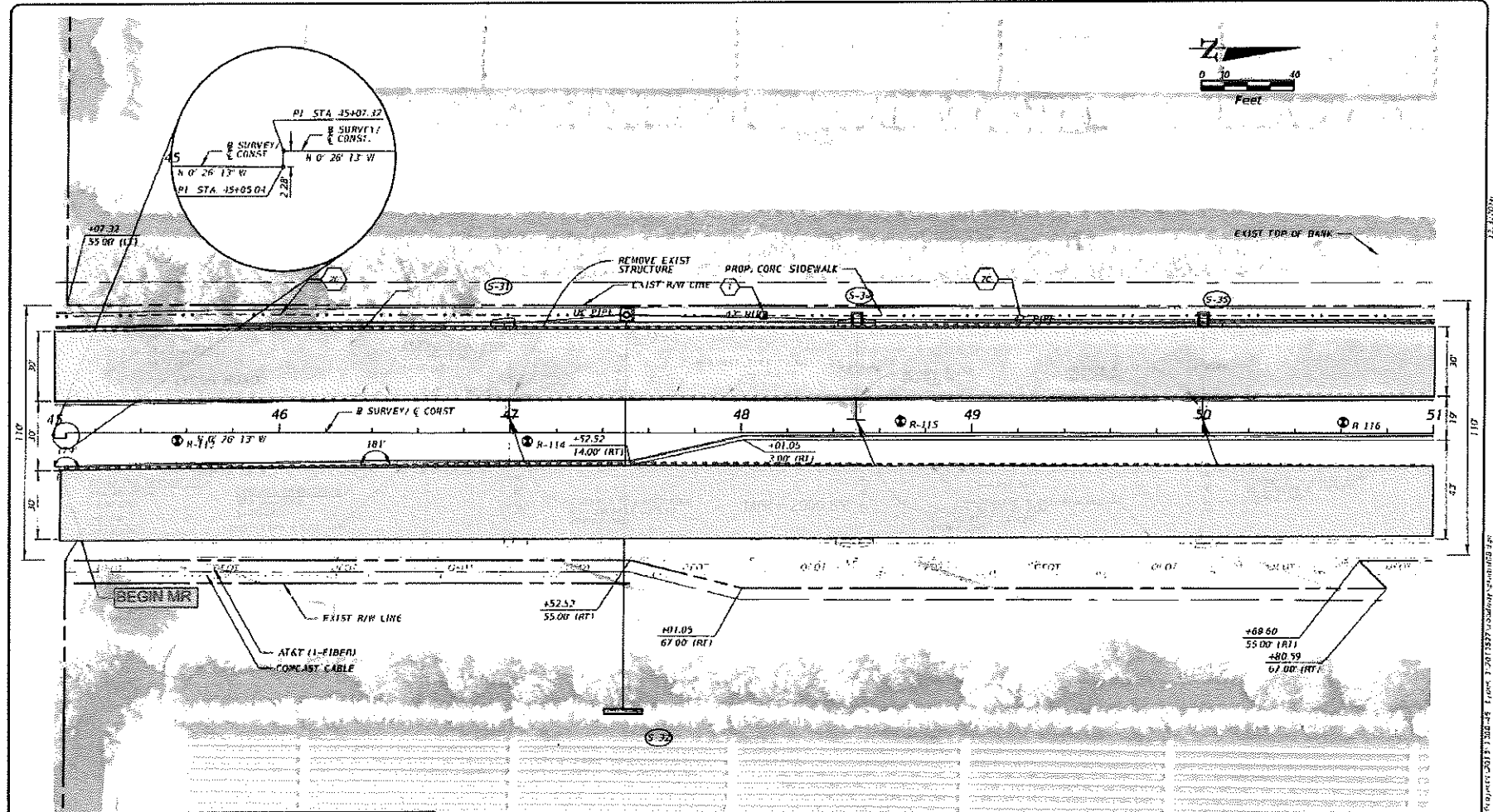
**LYONS ROAD**  
 (From Clint Moore to Atlantic Ave)  
**ROADWAY PLAN**

SHEET: 28
OF: 176
PROJECT NO. 21143.7

**MJC TAKEOFF**

Measurement Type : Imperial

EXHIBIT A (Page 16 of 21)



Mill & Resurface 4055.3 SQ YD

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 C39268 - LB7924

NO.	REVISION	BY	DATE

**PALM BEACH COUNTY**  
 ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
 P.O. BOX 3189, WEST PALM BEACH, FLORIDA

SCALE: 1"=40'-0"  
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 DRAWN: [Signature]  
 ENFORCED: [Signature]  
 DATE: [ ]

**LYONS ROAD**  
 (From Clint Moore to Atlantic Ave)  
**ROADWAY PLAN**  
 DESIGN: [Signature] DRAWING: [Signature]

SHEET: 26  
 OF: 176  
 PROJECT NO.: 12011337

MJC TAKEOFF

Measurement Type : Imperial

Project: 2011-130-48 Lane 1-201337-Submittal-02-08.dwg

EXHIBIT 1 (Page 1 of 2)

# Purchase Order

**PO # :2078-01**

**From:** Carr Construction, LLC  
2968 Hwy 710  
Okeechobee, FL 34974  
**Phone:** (863) 824-0409  
**Fax:** (863) 582-9299

**Description:** Mast Arms - Pelco  
**Date:** 1/11/2023  
**Buyer:** Jennifer Pollock  
**Job # :** 2078  
**Job Description:** 2013527 Lyons Rd Canal  
**Project # :**

**To:** Oscar Torres  
Torres Electrical Supply  
P.O. Box 1908  
Stuart, FL 34995

**Ship To:** Carr Construction, LLC  
2968 Hwy 710  
  
Okeechobee, FL 34974

**\*\*\*\*See Notes Below\*\*\*\***

Line #	Reference #	PO Item Description	Qty	UM	Unit Cost	Ext Cost
1	4110	649-21-15L A70/S-P5/S/H/L 70' Mast Arm Assembly Galvanized Only	2.00	EA	40,960.00000	81,920.00
2	4120	649-21-21L Special Heavy Duty 81' Mast Arm Assembly With A Luminaire Arm Galvanized Only	1.00	EA	44,138.00000	44,138.00
5	4120	715-5-32 Specified LED Luminaire Only (Arms Included with Mast Arm Pricing)	1.00	EA	822.00000	822.00
6	4130	715-5-32 Specified LED Luminaire Only (Arms Included with Mast Arm Pricing)	1.00	EA	822.00000	822.00
3	4130	649-21-21L Special Heavy Duty 84' Mast Arm Assembly With A Luminaire Arm Galvanized Only	1.00	EA	48,088.00000	48,088.00
4	4110	715-5-32 Specified LED Luminaire Only (Arms Included with Mast Arm Pricing)	2.00	EA	822.00000	1,644.00
<b>Total</b>						<b>177,434.00</b>

**\*\*\*\* Call before Shipping for Delivery Instructions\*\*\*\***

**\*\*\*\* Partial Shipments Require Pre-Approval**

**\*\* Include Carr Construction's PO # and Line Item # on Invoice, without them Invoice will not be processed.**

**Please send invoices to [AP@carrconstruction.org](mailto:AP@carrconstruction.org)**





Robert Fox  
Market Manager  
Enclosures and Drains  
Hubbell Lenoir City, Inc.  
A Subsidiary of Hubbell Power Systems, Inc.  
3621 Industrial Park Drive  
Lenoir City, TN 37771

June 9, 2023

To: Torres Electrical Supply

Re: Current Lead Times

To Whom It May Concern,

Please be aware that all orders passing through our facilities are currently experiencing longer than usual lead-times. Our lead-times and processes are affected by a variety of factors including substantial order volumes across our entire customer base, labor shortages and supply chain challenges. These disruptions are shared by our entire market.

Lead times change frequently, and vary based upon size of enclosure, material, and quantity on order. As of today, polymer concrete lead times are as follows:

Small enclosures (24x36 and smaller): 24-28 weeks

Large enclosures (30x48 and larger): 24-28 weeks

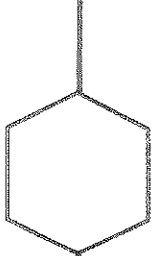
We continue to strive to limit this impact on all our customers and are working with our internal teams and external partners daily to improve our overall lead-times for all products.

We appreciate your business and are aware of the current difficulties delayed shipments cause to your business. Please rest assured we are working to improve this situation as quickly as possible. Please feel free to contact your Hubbell Sales Representative with any other questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Fox".

Robert Fox  
Market Manager  
C&I



February 27, 2023

Dear Cubic Transportation Systems Customers & Partners:

I am writing today to again apologize for any ongoing inconveniences you may be experiencing due to supply chain delays impacting timely delivery of many of our products. I know that many of you are frustrated that your orders have taken longer than anticipated and that, in some cases, we have been unable to provide you with firm delivery dates. Please know that Cubic is working extremely hard to fulfill your orders as soon as possible and to improve the accuracy of our estimated shipping dates.

While supplies of many automotive-grade semiconductors have become less volatile in the last few months, the majority of these components are still showing lead times greater than 100 days; some are much longer. It only takes one such component to delay an entire finished product. Coinciding with these parts shortages and delays, we continue to see unprecedented demand for our traffic cabinets and traffic signal controllers.

In the past few weeks, we have improved our view of estimated shipping dates and our teams will be able to keep you better informed on the status of your order. Please note, however, that until all materials associated with your order have been received from our suppliers, delivery dates can still change unexpectedly.

As I committed in my previous message on this matter, we will always be as transparent as we can. I assure you that all of us at Cubic are fully committed to taking care of you and those you serve. We are honored to have that opportunity and sincerely appreciate you and your business.

Respectfully,

Jeff Price  
VP & General Manager - ITS  
Cubic Transportation Systems  
Jeff.Price@cubic.com

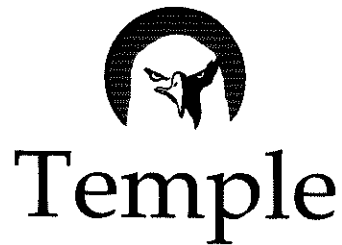
support.trafficware.com | support.gridsmart.com

support@trafficware.com | support@gridsmart.com

1-866-652-5347

Cubic ITS, 522 Gillingham Lane, Sugar Land, TX 77478





November 2, 2022

**Candace Ercolano**  
Carr Construction

**To Our Business Partners, Customers, and Suppliers**

**RE: Management and Global Supply Chain Effects of COVID-19**

As with many businesses in the US, the COVID-19 outbreak has affected the normal processes, deliveries, and policies in this unprecedented season.

Temple, Inc. is working to mitigate the impact that this viral outbreak has on our normal business practices and is striving to maintain outstanding customer and partner support.

As a result of the continuing pandemic Temple, Inc. is experiencing longer than normal lead times caused by supply chain disruption along with other factors such as increased demand and a global shortage of certain components.

Temple, Inc. is still operating as planned at full capacity and is working to manage these difficulties with our suppliers and partners.

Current lead times for signal housings is at 7+ months with LED lead times pushing 16-18 weeks. Pelco's lead times have also increased to 14-16 weeks.

We apologize for this inconvenience.

Sincerely,

Patrick Whatley  
Director of Operations

*Temple, Inc.*  
P.O. Box 2066 • Decatur, AL 35602-2066  
(256) 353-3820 • (800) 633-3221  
Sales/Customer Fax (256) 353-4578 • Accounting Fax (256) 353-3351

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed \$100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

**4-3.5 Extra Work:** Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

**4-3.6 Connections to Existing Pavement, Drives and Walks:** Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Design Standards.

~~4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent~~  
physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

**4-3.8 Changes Affecting Utilities:** The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

## GENERAL PROVISIONS

If the Contractor fails to submit either the corrected or an updated schedule in the time specified, the Engineer will withhold all Contract payments until the Engineer accepts the schedule.

### **8-3.5 Preconstruction Conference DELETE AND INSERT THE FOLLOWING:**

After the award of Contract and prior to issuance of the Notice to Proceed a Pre-Construction Conference will be held between the Contractor, the Department, representative of other municipalities concerned, utility companies, other contractors affected by the Work and any other persons designated by the Department to have a material interest in the Work. The time and place of this conference will be set by the Department. The Contractor shall bring to this conference a copy of the Contractor's proposed Work schedule for the project.

### **8-6 Temporary Suspension of Contractor's Operations**

#### **8-6.1 Authority to Suspend Contractor's Operations ADD THE FOLLOWING TO THE END OF THIS ARTICLE:**

In particular, the Engineer reserves the right to suspend Work on the project from December 15th to December 23, inclusive. The Engineer will give a minimum of thirty (30) Calendar Days notice of suspension. Prior to carrying out any Work on the project during the period of directed suspension, the Contractor shall obtain written approval from the Engineer.

#### **8-6.1.1 State of Emergency DELETE AND INSERT THE FOLLOWING:**

The Engineer has the authority to suspend the Contractor's operations, wholly or in part, pursuant to a Governor's Declaration of a State of Emergency. The Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The Department, at its sole discretion, may grant an extension of Contract Time and reimburse the Contractor for specific costs associated with such suspension.

#### **8-6.4 Suspension of Contractor's Operations-Holidays DELETE AND INSERT THE FOLLOWING:**

Unless the Contractor submits a written request to work on a Holiday at least ten Calendar Days in advance of the requested date and receives written approval from the Engineer, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract Time will be charged during these Holiday periods regardless of whether the Contractor's operations have been suspended. Contract Time will be adjusted in accordance with 8-7.3.2. The Contractor is not entitled to any additional compensation beyond any allowed Contract Time adjustment for suspension of operations during such Holiday periods.

**GENERAL PROVISIONS**

The Contractor will be allowed additional Contract Time for each Working Day included in the Engineer directed suspension of work between December 15th and December 23rd. During such suspensions, remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such Holiday periods.

**8-7 Computation of Contract Time****8-7.2 Date of Beginning of Contract Time DELETE AND INSERT THE FOLLOWING:**

The date on which Contract Time begins is the date stated in the Notice to Proceed.

**8-8 Failure of Contractor to Maintain Satisfactory Progress****8-8.1 General: Pursue the Work to Completion DELETE AND INSERT THE FOLLOWING:**

Satisfactory progress is an essential element of the Contract and, as Delay in the prosecution of the Work will inconvenience the public, obstruct traffic, and interfere with business, it is important that the Work be pressed vigorously to completion. Moreover, the cost to the Department for the administration of the Contract, including engineering, inspection, and supervision, will be increased as the construction period is lengthened.

**8-8.2 Regulations Governing Suspension for Delinquency DELETE AND INSERT THE FOLLOWING:**

- (a) A Contractor may be declared delinquent because of unsatisfactory progress on a Contract with the Department, when the Contract Time allowed has not been entirely consumed, but the Contractor's progress at any check period does not meet at least one of the following two tests:
- (1) The percentage of dollar value of completed Work with respect to the total amount of the Contract is within ten percentage points of the percentage of Contract Time elapsed.
  - (2) The percentage of dollar value of completed Work is within ten percentage points of the dollar value which should have been performed according to the Contractor's own progress schedule previously approved by the Engineer.

In lieu of the ten percentage points stated in the two preceding paragraphs, twenty (20) percentage points may be allowed for a Contractor who, in the opinion of the Engineer, has adequate organization, Equipment, and financial resources to undertake other contract or subcontract Work without conflict or Delay in prosecuting Work under existing contracts let by the Department.

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

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.

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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

**Contract time extension for  
inclement weather**

**8-7.3.2 Contract Time Extensions:** 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

<b>2021 Weather dates granted</b>	<b>Time Extension</b>
Wednesday, June 30, 2021	1 Day
Tuesday, July 20, 2021	1 Day
Tuesday, August 3, 2021	1 Day
Friday, August 20, 2021	1 Day
Monday, September 13, 2021	1 Day
Monday, September 20, 2021	1 Day
Friday, September 24, 2021	1 Day
Friday, November 5, 2021	1 Day
Monday, November 8, 2021	1 Day
Sunday, December 5, 2021	1 Day
<b>2021 TOTAL DAYS GRANTED</b>	<b>10 Days</b>
<b>2022 Weather dates granted</b>	<b>Time Extension</b>
Thursday, March 10, 2022	1 Day
Tuesday, March 15, 2022	1 Day
Tuesday, July 26, 2022	1 Day
Wednesday, August 17, 2022	1 Day
Friday, August 26, 2022	1 Day
Wednesday, Sept. 14 through Thursday Sept. 15, 2022	2 Days
Tuesday, Sept. 27 through Thursday Sept. 28, 2022	2 Days
Wednesday, Nov. 9 through Thursday, Nov. 10, 2022	2 Days
Wednesday, Dec. 14 through Thursday Dec. 15, 2022	2 Days
<b>2022 TOTAL DAYS GRANTED</b>	<b>13 Days</b>
<b>2023 Weather dates granted</b>	<b>Time Extension</b>
Monday, January 23, 2023	1 Day
Thursday, March 30, 2023	1 Days
Monday, April 10 through Thursday, April 14, 2023	5 Days
Monday, April 24 through Sunday, April 30, 2023	7 Day
Tuesday, May 25 through Wednesday, May 26, 2023	2 Days
Thursday, June 1 through Friday, June 2, 2023	2 Days
Monday, June 5 through June 7, 2023	3 Days
Monday, June 12 through Wednesday, June 14, 2023	3 Days
Thursday, July 27, 2023	1 Day
Monday, Nov. 12 through Thursday, Nov. 16, 2023	5 Days
Wednesday, Dec. 13 through, Friday Dec. 15, 2023	3 Days
Monday, December 18, 2023	1 Day
<b>2023 TOTAL DAYS GRANTED</b>	<b>34 Days</b>
<b>Total contract time extension from January 13, 2021 to January 1, 2024 due to weather</b>	<b>57 Days</b>

**Contract time extension for  
Holidays**

<b>Specification 8-6.4 Suspension of Contractor's Operations-Holidays:</b> the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.		
<b>2021 Holidays</b>	<b>Date(s)</b>	<b>Time Extension</b>
Martin Luther King Jr. Day	Monday, January 18, 2021	1 Day
Memorial Day	Tuesday, January 3, 1900	3 Days
Independence Day	Monday, July 5, 2021	1 Day
Labor Day	Friday, Sept. 3 through Monday, Sept 6, 2021	4 Days
Veterans Day	Thursday, November 11, 2021	1 Day
Thanksgiving	Thursday, Nov. 25 through Sunday, Nov. 28, 2021	4 Days
Christmas	Friday Dec. 24 through Friday, Dec. 31, 2021	8 Days
<b>2021 TOTAL DAYS GRANTED</b>		<b>22</b>
<b>2022 Holidays</b>	<b>Date(s)</b>	<b>Time Extension</b>
New Year	Saturday, January 1 through Sunday, January 2, 2022	2 Days
Martin Luther King Jr. Day	Monday, January 17, 2022	1 Day
Memorial Day	Saturday, May 28 through Monday, May 30, 2022	3 Days
Independence Day	Monday, July 4, 2022	1 Day
Labor Day	Friday, Sept. 2 through Monday Sept. 5, 2022	4 Days
Veterans Day	Friday, November 11, 2022	1 Day
Thanksgiving	Thursday, Nov. 24 through Sunday Nov. 27, 2022	4 Days
Christmas	Saturday, Dec. 24 through Saturday, Dec. 31, 2022	8 Days
<b>2022 TOTAL DAYS GRANTED</b>		<b>24 Days</b>
<b>2023 Holidays</b>	<b>Date(s)</b>	<b>Time Extension</b>
New Year	Sunday, January 1 through Monday, January 2, 2023	2 Days
Martin Luther King Jr. Day	Monday, January 16, 2023	1 Day
Memorial Day	Saturday, May 27 through Monday, May 29, 2023	3 Days
Independence Day	Tuesday, July 4, 2023	1 Day
Labor Day	Friday, Sept. 1 through Monday Sept. 4, 2023	4 Days
Veterans Day	Friday, November 10, 2023	1 Day
Thanksgiving	Thursday, Nov. 23 through Sunday Nov. 26, 2023	4 Days
Christmas	Sunday, Dec. 24 through Sunday Dec. 31, 2023	8 Days
<b>2023 TOTAL DAYS GRANTED</b>		<b>24 Days</b>
<b>Total contract time extension from January 13, 2021 to January 1, 2024 for Holidays</b>		<b>70 Days</b>

**Increase RIDER**

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BOND NO. 3142157

To be attached and form a part of Bond No. 3142157 dated the 17 day of June, 2020, executed by Great American Insurance Company as surety, on behalf of MJC Land Development, LLC as current principal of record, and in favor of Palm Beach County Board of County Commissioners, as Obligee, and in the amount of Nine Million Eight Hundred Twenty Three Thousand Two Hundred Forty Four & 20/100 (\$9,823,244.20).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Great American Insurance Company hereby consents that effective from the 2 day of April, 2024, said bond shall be amended as follows:


**THE BOND PENALTY SHALL BE INCREASED:**


**FROM: Ten Million Seven Hundred Seventy-two Thousand One Hundred Eleven & 59/100 (\$10,772,111.59)**

**TO: Eleven Million One Hundred Sixty-four Thousand Three Hundred Forty-six & 59/100 (\$11,164,346.59)**

The increase of said bond penalty shall be effective as of the 2 day of April, 2024, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 2 day of April, 2024.

BY:   
MJC Land Development, LLC  
PRINCIPAL

BY:   
Great American Insurance Company  
SURETY

Warren M. Alter, ATTORNEY-IN-FACT

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**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 19958

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WARREN M. ALTER	BOTH OF	
DAVID T. SATINE	MIAMI LAKES, FLORIDA	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.  
 IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of APRIL 2020



*Atty L C B*  
 Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark V Vicario*  
 Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of APRIL 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
 Notary Public  
 State of Ohio  
 My Comm. Expires  
 May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, 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 officer 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.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 2nd day of April 2024



*Atty L C B*  
 Assistant Secretary



## Surety Bond Seal Addendum

**Great American Insurance Company**

During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

Great American Insurance Company



By

A handwritten signature in black ink, appearing to read "Stephen C. Beraha".

**Stephen C. Beraha, Assistant Vice President**



**ALTER SURETY GROUP, INC.**

5979 N. W. 151 Street Suite 202  
 Miami Lakes, FL 33014  
 305-517-3803

**Bill To:**

MJC LAND DEVELOPMENT, LLC  
 1128 Royal Palm Beach Blvd.  
 Suite 340  
 Royal Palm Beach, Florida 33411

**CONTRACT BOND INVOICE**

Date	Surety Company	Invoice
4/11/2024	GREAT AMERICAN	12383
CRM	Bond Number	
MJCLAN101-DA	3142157	

Effective Date	Terms	Producer
12/29/2023	Due within 30 days	WMA
Item #	Obligee / Description	Amount
Contract Bond FL,	3142157-Great American Overrun, Contract increased, Revised Contract amount \$11,164,346.59, This invoice includes a surcharge for an additional 22 months completion time (46 months total), Palm Beach County Board of County Commissioners, FL, LYONS ROAD, S. OF LWDD L-38 CANAL TO W. ATLANTIC AVENUE, PROJECT NO. 2013527B,	16,575.00

Please note, the bond premium is based on "final" contract sum, so there may be an adjustment if there are change orders to either increase or decrease the original contract price. For any questions, please contact Lynn Dowling at <a href="mailto:lynn@altersurety.com">lynn@altersurety.com</a> or call directly at 786-817-6412 IF YOU CHOSE TO PAY BY CREDIT CARD THERE IS A 3.5% CREDIT CARD CHARGE BY OUR BANK.	Total	\$16,575.00
	Payments/Credits	\$0.00
	Balance Due	\$16,575.00

## OEBO Agenda Review and Briefing – SBE Participation

<b>COMMISSION MEETING DATE:</b>	September 17, 2024
<b>DEPARTMENT:</b>	Engineering and Public Works (Construction Coordination)
<b>AGENDA ITEM:</b>	3.C.—: Project#: 2013527B-Lyons Rd from S. of LWDD L-38 Canal to West Atlantic Ave
<b>WAIVER REQUEST APPROVAL/DENIAL:</b>	N/A
<b>GOAL SETTING API</b>	SBE Subcontracting Min. Mandatory 20%
<b>PROPOSED SBE PARTICIPATION:</b> Change Order: <u>10</u>	20.61%
<b>CUMULATIVE CONTRACT SBE PARTICIPATION:</b>	
<b>CONTRACTOR:</b>	MJC Land Development, LLC (non-SBE)
<b>SBE SUBCONTRACTOR(S):</b>	Drawdy (S), Adeimy (S), Agric. Land (W), and Fine-Line Striping (S)
<b>CONCERN NARRATIVE:</b>	The contract is behind on their SBE participation. OEBO will monitor progress of proposed percentage.
<b>REVIEWED BY:</b>	Angela Smith, SBDS III



**OEBO SCHEDULE 1**

SOLICITATION/PROJECT/BID NAME: Licensed S. of LUSD L-38 Canal to Atlantic Ave  
 SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

SOLICITATION/PROJECT/BID NO.: 2013527 B  
 COUNTY DEPARTMENT: \_\_\_\_\_

**Section A** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT\* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: MJC Land Development, LLC ADDRESS: 1127 Royal Palm Beach Blvd # 340 Royal Palm Beach, FL 33411  
 CONTACT PERSON: Jeff Choquette PHONE NO.: 561-688-5004 E-MAIL: jeff@mjclanddev.com  
 PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$122,786.20  
 \*SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE  MBE  WBE  SBE

**Section B** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. <u>MJC Land Development LLC 1127 Royal Palm Beach Blvd. #340 Royal Palm Beach FL 33411</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						<u>122,786.20</u>
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
3. <u>Atlantic Southern Irons 36301 Wilton Rd SE Blvd Sarasota FL 33313</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						<u>\$269,448.80</u>
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 392,235.00 Total Certified S/M/WBE Participation \$ \_\_\_\_\_  
 I hereby certify that the above information is accurate to the best of my knowledge: \_\_\_\_\_  
 Name & Authorized Signature Title VP

- Note:
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  - Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
  - Modification of this form is not permitted and will be rejected upon submittal.

EXHIBIT C (Page 2 of 4)

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: 2013527B

SOLICITATION/PROJECT NAME: Lyons Rd.

Prime Contractor: MJC Land Development Subcontractor: Atlantic Southern Paving

(Check box(es) 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):

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native 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
1	ASPHALT Milling	2.63	19,967 Sq Yd		52,494.80
2	Friction Course FC 9.5	212.70	1020 Tons		216,954.00

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: \$269,448.80

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.

A LEWIS Price or Percentage: 52,494.80  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

MJC Land Development, LLC  
 Print Name of Prime  
 By: [Signature]  
 Authorized Signature  
Jeffrey Choquette  
 Print Name  
VP  
 Title  
05/02/2024  
 Date:

ATLANTIC SOUTHERN PAVING  
 Print Name of Subcontractor/subconsultant  
 By: [Signature]  
 Authorized Signature  
Lisa Alvarez  
 Print Name  
CFO  
 Title  
5/2/24  
 Date:

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: 20135276  
 SOLICITATION/PROJECT NAME: LYONS RD

Prime Contractor: MJC Land Development Subcontractor: \_\_\_\_\_  
 (Check box(es) 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):

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native 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
1	ASPHALT MILLING	2.63	19,960 SF		52,494.80

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: \$ 52,494.80

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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant \_\_\_\_\_ Price or Percentage: \_\_\_\_\_

MJC Land Development  
 Print Name of Prime  
 By: \_\_\_\_\_  
 Authorized Signature  
Jeffrey Choquette  
 Print Name  
 VP  
 Title  
 Date: 05/02/2024

Alexis Hilling  
 Print Name of Subcontractor/subconsultant  
 By: \_\_\_\_\_  
 Authorized Signature  
ALEXIS HILLING  
 Print Name  
 PRESIDENT  
 Title  
 Date: 05/02/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/02/2023

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. 1661 Worthington Rd Ste 175 West Palm Beach FL 33409
CONTACT NAME: Avonelle McClean CPIA BBA ARM
PHONE (A/C, No, Ext): (561) 686-2266 FAX (A/C, No): (561) 686-2313
E-MAIL ADDRESS: Avonelle.McCclean@bbrown.com
INSURER(S) AFFORDING COVERAGE: INSURER A: The First Liberty Insurance Corporation NAIC #: 33588
INSURER B: Liberty Insurance Corporation 42404
INSURER C: Liberty Mutual Fire Insurance Company 23035
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2310287369 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Inland Marine.

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

RE: Lyons Rd, S of LWDD L-38 Canal to WAtlantic Ave. Contract Number: 2013527B

Palm Beach County is an additional insured with respects to the General Liability as required by written contract

CERTIFICATE HOLDER: Palm Beach County Insurance Compliance PO Box 100085-DX Duluth GA 30096
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: [Signature]

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/02/2023

**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).**

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 1661 Worthington Rd Ste 175 West Palm Beach FL 33409	CONTACT NAME: Avonelle McClean CPIA BBAARM PHONE (A/C, No, Ext): (561) 686-2266 E-MAIL ADDRESS: Avonelle.McCclean@bbrown.com	FAX (A/C, No): (561) 686-2313
	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> MJC Land Development, LLC 1127 Royal Palm Beach Blvd#340 Royal Palm Beach FL 33411		

**COVERAGES CERTIFICATE NUMBER:** CL2310287517 **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC2-Z51-292293-033	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Lyons Rd, S of LWDD L-38 Canal to WAtlantic Ave.

Contract Number: 2013527B

<b>CERTIFICATE HOLDER</b> Palm Beach County Insurance Compliance PO Box 100085-DX Duluth GA 30096	<b>CANCELLATION</b> 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**

EXHIBIT Page 1 of 1

PALM BEACH COUNTY PROJECT: Lyons Road from LWDD L-38 Canal to West Atlantic Avenue, 2013527B									
C.O. #	DATE APPROVED	COUNTY ENGINEER		C.R. COMMITTEE		TOTAL DEPT. & C.R.C. APPROVALS		BOARD OF CO. COMM.	
		AMOUNT	TIME	AMOUNT	TIME	AMOUNT	TIME	AMOUNT	TIME
1	10/19/2021							0.00	47
2	1/13/2023			17,059.85	9				
3	7/18/2023	21,298.36	7						
4	8-22-23 Board Item							765,272.00	90
5	11/8/2023			41,682.61	15				
6	12/11/2023	48,052.04	0						
7	1/16/2024	22,846.13	0						
8	2/20/2024	14,383.84	0						
9	2/27/2024	18,272.56	0						
10	Pending Board Item							392,235.00	538
	TOTAL	124,852.93	7	58,742.46	24	183,595.39	31	1,157,507.00	675
	CUMULATIVE TOTAL	124,852.93	7	58,742.46	24	183,595.39	31		
	As of PPM CW-F-050 Dated February 4, 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.C. \$250,000.00 or 5% of contract	MAX. CUM. CO ENG. & C.R.C. 120 DAYS		