

Change Order Request

Change Order No.: 46 Owner Proj. No.: 2020-007
 Owner: City of Pahokee RSD Proj. No.: 01-20037
 Project: Barfield Highway Date: 9/9/2024

Description: Asphalt price increase due to delay in project. This CO to be billed in conjunction with the original line item

#	Description	Qty	Unit	Unit Price	Total Price
1.00	Asphalt Concrete Friction Course, FC 9.5	1202.5	TN	\$ 214.54	\$ 257,984.35
32.00	Asphalt Concrete Friction Course, FC 9.5 (original line item)	1202.5	TN	\$ (115.50)	\$ (138,888.75)
	Bond & GL	1	LS	\$ 2,605.92	\$ 2,605.92
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

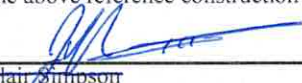
Total: \$ 121,701.52

Original Contract Amt \$ -
 Amount of this Change Order \$ 121,701.52
 Amount of Previous Change Order (s) \$ -
 New Total Contract Amount \$ 121,701.52

Completion time extended TBD days If yes, new completion date? _____
 *additional days based on when work can start again

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

Client Signature _____


 Blair Simpson
 Joseph A. Rosso, III, VP

Client Printed _____

Revisions

#	Date	By	Description

PROPOSAL / CONTRACT AGREEMENT



Ranger Construction Industries Inc.

1645 N. Congress Ave
West Palm Beach FL. 33409

Contact: John Centi
Office Phone: 561.793.9400
Direct: 772.252.5997

E-Mail: john.centi@rangerconstruction.com

Proposal Number: 2408054

Quote To: Rosso Site Development, Inc.

Address: 111 Vassar Drive
Lake Worth, FL 33460

Phone No: (561) 689-0889

Fax: () -

Contact: Joe Rosso

E-Mail Address: joe3@rossositedevelopment.com

Bid Date: 08/30/2024

**Project Name: Barfield Hwy-Pahokee
& Location: Asphalt Paving**

Project Number: 2408054

County: Palm Beach

Addendum:

Biditem Code	Description	Quan	Unit	Unit Price	Ext Price
10	MOBILIZATION	1.000	LS	\$10,700.00	\$10,700.00
20	MILLING 1-1/2" AVG DEPTH (repair 200'x12' lane)	207.000	ST	\$ 33.16	\$6,659.66
30	SP STRUCT CRSE TLB (repair 200'x12' lane) (1.5")	284.000	ST	\$ 32.72	\$6,656.08
40	FRICTION CRSE, TLB, FC-9.5, PG76-22 (1.5")	1,202.500	TN	\$ 195.42	\$234,992.55
Bid Total					\$263,189.69

245,692.55

Special Provisions:

- A. Prime is responsible for removal of any obstacles in way of paving operations. Any delays caused to Ranger's operations due to paving areas not being cleared will incur additional costs.
- B. All Asphalt Paving is good until 1st of December 2024. After this time, price is to increase.
- C. All asphalt new/proposed construction widening sections is to be ready & completed in one continuous phased construction.
- D. This proposal includes placing one lift (final) FC-9.5 at 1.50" onto existing structure course.
- E. Driveways by others.
- F. Bid Item 20 & 30 Mill & Pave Structure Crse is for the repair work of the structure course that was damaged by others. All other milling and first lift of asphalt roadway paving was done by others.
- G. Final Quantities to be determined by field measurements.
- H. Prime Contractor to provide all MOT including any flagmen.

General Conditions:

1. Ranger's proposal including all notes, terms and conditions mentioned here-in must be signed where stated.
2. Should the Owner or Contractor require a form other than Ranger's Contract Agreement, Ranger's full proposal must be referenced as an attachment in the contract and must be signed by an authorized representative of both companies.
3. Unless otherwise indicated in writing, this quotation expires 30 days from date of proposal. This proposal may be extended for additional periods of time, at the sole discretion of Ranger.
4. This proposal was based upon Rangers work to be completed by 12/1/2024 regardless of any delays. Should the project fail to be completed by that date, Ranger reserves the right to renegotiate an adjustment to the prices quoted.
5. Ranger's bid was based on up to 1 mobilization for the Asphalt paving operations. Each additional mobilization to be billed at \$8,500.00 each.
6. Rangers bid includes milling of existing structure work-repair, the number of mobilizations for the milling was based on 1 mobilization. Each additional Mobilization to be billed at \$4,500.00 each.
7. Base to be stable, unyielding and graded to plan prior to Ranger mobilizing to the project.
8. This proposal specifically excludes the acceptance of a "Pay when Paid" or "Pay if Paid" payment clause.
9. This proposal specifically excludes acceptance of "flow down" clauses.
10. This proposal specifically excludes acceptance of "off-set" clauses.
11. A mobilization is defined as any time Ranger needs to move to the project or move equipment to a different location on the project. If the Prime Contractor's Safety plan does not allow for the equipment to be moved across lanes of traffic on its own and a transport is required, a mobilization will be charged for each occurrence. Moving from one area to another on the project will be considered as multiple mobilizations if the transport is used.
12. As the original base was designed and previously installed by others, Ranger cannot guarantee this asphalt surfacing against possible future cracking, settlement, drainage problems, minor birdbaths or root heave by adjacent plant material. We do, however, guarantee our own work against all defects in materials and workmanship for a period of one year.
13. New asphalt pavement is subject to scuffing, marking and tire tracks. Ranger is not responsible for these issues. However, tracking typically disappears over time.
14. If the project consists of multiple lifts of asphalt, retainage shall be released upon completion of first lift of asphalt, if the final lift will not be completed within 30 days or less from completion of previous lift.
15. Cracks in the existing asphalt will reflect through the new asphalt over time
16. Ranger shall not be responsible for any pre-existing environmental or hazardous conditions.
17. If this project requires special or prevailing wages, unit price may be affected, and this proposal shall be subject to revision.
18. Prices were based on using recycled Asphalt products (RAP) unless otherwise specified. The asphalt thickness is based on average thickness (Not Minimum) unless otherwise specified.
19. This quotation is based on Ranger receiving all applicable Asphalt and Fuel Price Index adjustments which may apply. All pay factors shall be passed on to Ranger Construction.
20. If new asphalt is to be laid directly onto existing pavement that has previously been seal coated, Ranger shall not be responsible for peeling/raveling/sliding/delaminating/deterioration of the new asphalt overlay.
21. Ranger will not be responsible for any damage caused by vibratory rollers required to achieve the required densities on the project. (i.e. broken windows, cracked foundations, structures etc.)
22. If Bond is not included in the contract, 10% retainage can be withheld. However, in no case will it be held beyond 60 days from date of last contract work. Repairs and adjustments are not considered to be contract work.
23. Unless the item is bid as a Lump Sum (LS) item, all prices are per unit and final payment to be based on the actual units of work performed on the project. All monies not paid when due shall bear interest at the prime rate + 10% per annum or maximum rate allowed by law.
24. If an agent and/or attorney is employed by Ranger for collection of any delinquent payment, client agrees to

- pay in addition to the service charges, all fees for the services of such agent and/or attorney (including but not limited to all fees and cost incident to any appeals) together with all costs, charges and expenses, regardless of whether or not suit is brought.
25. This quotation and agreement shall be governed by the laws of the State of Florida without regard to principles of conflicts of laws. Venue of all proceedings shall be in (Palm Beach) County, Florida and Client waives its rights in the selection of venue and hereby consents to jurisdiction.
 26. Ranger shall be provided with suitable access to the work area. If Ranger's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be performed and completed so as to permit Ranger to perform its work in an uninterrupted single shift operation. Delays to Ranger shall be paid at a rate of \$800.00 per hour.
 27. Customer shall be responsible for meeting all permitting conditions imposed by permitting agencies, including all cost and fees. If Ranger is required to procure a permit for the Owner/Client/Contractor, a \$2500.00 fee plus the full cost of the permits shall be added to this contract to cover the administrative cost of procuring the permits. Ranger must have a copy of the owner's notice of commencement before applying for the permit.
 28. Ranger shall not be held responsible for pavement damage due to hydrostatic pressure, solvent/fuel/oil damage, subgrade or base failure, or any other cause not clearly indicating Ranger's negligence.
 29. No back charges or claims of the client shall be considered by Ranger, unless presented in writing within twenty-four (24) hours after discovery. Client shall allow Ranger a reasonable opportunity to cure any defect. Failure to do so shall relieve Ranger of any cost obligations thereto.
 30. If the Client breaches any of the conditions set forth herein, Ranger may stop work without prejudice to any other remedy it may have.
 31. Any changes to this proposal without prior approval from Ranger shall void this proposal. All changes must be initialed by both parties.
 32. Contractor/Owner agrees to pay Ranger for any overruns due to existing base conditions or leveling required for the project at \$180.00 per ton. Unless otherwise indicated all yields are based on 110# per SY Inch.
 33. Ranger will require approximately 5 working days to complete our work. This is based upon working a full 8–10-hour shifts, between the hours of 7:00 am and 5:00 pm, Monday through Friday, excluding holidays and weekends. Any day which Ranger is unable to perform a complete 8-hour shift, will not count towards the total working days needed by Ranger to complete the project.
 34. No Survey or As Built included in quoted prices.
 35. Any Punch List items must be submitted in writing. No repairs will be made until 90% of the invoice amount has been paid.
 36. If quantities are provided by client, or plans are not available for review prior to submitting quote, pricing may be revised if the work is deemed different than represented at the sole discretion of Ranger. If quantities provided by Client vary by more than 10% from plan, Ranger reserves the right to adjust its unit prices.
 37. Ranger will not be responsible for "**Bird Baths** "or **Water flow** on the project when the design grade is less than 1.0 percent fall. If corrective work is required, Client shall be billed for cost incurred trying to build flow into the project.
 38. The failure of Ranger to enforce any provisions of the agreement shall not be construed as a waiver or limitation of Ranger's right to subsequently enforce and compel strict compliance with every provision of the agreement.

Items Included in Bid:

Quality Control Asphalt testing at the Plant is included in the bid.

Field level QC included in quoted prices.

Items Excluded from Bid:

1. No Bond.
2. Pricing excludes all Permits and fees, Utility relocations or adjustments, Asphalt patching, Trench Cut repairs, Temporary or Permanent Pavement markings or removal of existing or conflicting Pavement Markings or RPM's, unless specifically listed as a Bid item.
3. Ranger did not include the cost of any prime unless specifically listed as a Bid item. Please contact Palmetto Prime or similar companies to obtain pricing.
4. Pricing does not include any Maintenance of Traffic. Prime Contractor to provide all MOT (i.e. Flagmen, Temp Construction signs, Type "B" lights, Barricades, Arrow Boards, Message Boards,

Off Duty Officers etc) that may be required for the project.

5. The above stated exclusions may not list all items, but unless Ranger's quotation specifically states bid item, please assume that it is not included in Ranger's scope of work for the project.

Barfield Hwy-Pahokee Asphalt Paving / 2408054

Signature Sheet

Note: This proposal may be withdrawn by Ranger Construction Industries, Inc. if not signed and received in our offices within 30 days of date of quote.

Submitted By:  Date: 08/26/2024
John Centi

PLEASE SIGN AND RETURN UPON ACCEPTANCE

- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified.
- Payment will be made within 10 days of completion and monthly progress payments will be made by the 10th of the month for work performed the previous month.
- In the event that the amount herein shown is not paid when due, interest at the prime rate plus 10% per annum shall accumulate on the total due.
- All costs of collection shall be paid by the customer, including reasonable attorney fees.

Accepted by Client

Authorized Signature: _____ Title: _____
Date Signed: _____

Accepted by Ranger Construction Industries, Inc.

Upon execution of this proposal by Ranger Construction Industries, Inc's, authorized agent below, this document becomes a contract.

Authorized Signature: _____ Title: _____
Date Signed: _____