

HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

1948 Harrison Street Hollywood, FL 33020 Phone: (954) 924-2980 Fax: (954) 924-2981

CONTRACT CHANGE ORDER NO. 1

DATE : 6/26/2025	PROJECT NAME: Harrison Street Streetscape
PROJECT NO.: DCRA-24-003	<u> </u>
CONTRACT DATE: 12/12/2024	CONTRACTOR Burkhardt Construction, Inc. & ADDRESS: 1400 Alabama Ave. Suite #20
ACCOUNT NO.: 166.669902.55200.56301	West Palm Beach, FL 33401

STATEMENT OF CHANGE:

IN COMPLIANCE WITH ARTICLE 10 AND ARTICLE 11 OF THE GENERAL CONDITIONS IN THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE CRA DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES. ADDITIONS OR DELETIONS TO THE WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS.

NO DAMAGES FOR DELAY. NO CLAIM FOR DAMAGES OR ANY CLAIM, OTHER THAN FOR AN EXTENSION OF TIME, SHALL BE MADE OR ASSERTED AGAINST CRA BY REASON OF ANY DELAYS. CONTRACTOR SHALL NOT BE ENTITLED TO AN INCREASE IN THE CONTRACT PRICE OR PAYMENT OR COMPENSATION OF ANY KIND FROM CRA FOR DIRECT, INDIRECT, CONSEQUENTIAL, IMPACT OR OTHER COSTS, EXPENSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF MOBILIZATION, DOWNTIME ACCELERATION OR INEFFICIENCY, ARISING BECAUSE OF DELAY, DISRUPTION, INTERFERENCE OR HINDRANCE FROM ANY CAUSE WHATSOEVER, WHETHER SUCH DELAY, DISRUPTION, INTERFERENCE OR HINDRANCE BE REASONABLE OR UNREASONABLE, FORESEEABLE OR UNFORESEEABLE, OR AVOIDABLE OR UNAVOIDABLE; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT PRECLUDE RECOVERY OF DAMAGES BY CONTRACTOR FOR HINDRANCES OR DELAYS DUE SOLELY TO FRAUD, BAD FAITH OR ACTIVE, INTENTIONAL INTERFERENCE ON THE PART OF CRA OR ITS AGENTS. OTHERWISE, CONTRACTOR SHALL BE ENTITLED ONLY TO EXTENSIONS OF THE CONTRACT TIME AS THE SOLE AND EXCLUSIVE REMEDY FOR SUCH RESULTING DELAY, IN ACCORDANCE WITH AND TO THE EXTENT SPECIFICALLY

PROVIDED ABOVE. THIS CHANGE ORDER INCLUDES ALL CONTRACTOR'S HOME-OFFICE OVERHEAD OR DELAY DAMAGES AND PROFIT, ALLIED OR INCIDENTAL DAMAGES AND ALL OTHER CLAIMS OR IMPOSITIONS RELATED THERETO. NO RESERVATION OF RIGHTS IS TAKEN FROM THE FOREGOING STATEMENT.

DESCRIPTION OF CHANGE	REASON of CHANGE	PRICE INCREASE	PRICE DECREASE
Furnish and Installation of 202 Landscape Forms Annapolis Bollards and 84 Hercules M-30 Bollards to Harrison Street Streetscape. Construction costs			
are attached as an exhibit to this change order.	OR	\$ 834,902.98	
		\$ -	\$
		\$ -	\$
		\$ -	\$
TOTAL INCREASE/DECREASE IN CONTRA	CT PRICE:	\$ 834,902.98	\$
	•	-	
CONTRACT'S PRICE/TIME PRIOR TO THIS CHANG	SE ORDER:	\$ 5,555,813.38	365 DAYS
NEW CHANGE IN CONTRACT P	RICE/TIME:	\$ 834,902.98	60 DAYS
CURRENT CONTRACT PRICE/TIME INCLUDING THIS CHANGE	SE ORDER:	\$ 6,390,716.36	425 DAYS

REASON OF CHANGE ORDER

Change Order Form Page 2 of 2

APPROVAL

I agree that the above changes in sa satisfactory.	aid Contract, in accordance with speci	fications for the price change shown are
By: Marc Kleisley	Signed:	Date: <u>6/26/2025</u>
CONTRACTOR (Authorized Officer/Manager)		
	es. They are necessary to satisfactoring I recommend the changes be made	
Signed:		Date:
Francisco Diaz Mendez, Project Ma	lanager, Hollywood Community Redevelopn	nent Agen
The above changes are hereby applichange shown in the Contract price is		to proceed with these changes and the
Signed:		Date:
Executive Director, Hollywood Cor	mmunity Redevelopment Agency	
Per CRA Commission Meeting on	1	
Classification of change (Internal Use	e Only)	

City of Hollywood

Harrison Street Streetscape Improvements

Change Order For Harrison Street Bollards

Based on 90% Construction Documents For Harrison Street Improvements Dated April 4th, 2025, BCI Received Date 4/4/2025 - Revised Quantities Per Conversation with CRA on 6/12/2025

From: Burkhardt Construction, Inc.

Attn: Marc R. Kleisley

1400 Alabama Ave., Suite #20 West Palm Beach, FL 33401

Tel: (561) 659-1400 Fax: (561) 659-1402

Owner: City of Hollywood CRA

1948 Harrison Street Hollywood FL, 33020

Attn: Francisco Diaz-Mendez

Plans: Based on 90% Construction Documents From Bermello Ajamil Dated April 4th, 2025

Added Bollards Per Conversation With CRA on 6/12/2025

BCI Received Date 4/4/2025

Location: Harrison Street From 21st Avenue to Young Circle

Proposal

Date: June 26, 2025

Cost of Work (Direct Construction Costs)	\$ 726,212.63
General Conditions	\$ 54,665.00
Construction Fee	\$ 49,700.00
Construction Contingency	\$ 30,000.00
Owner's Contingency (Not Included)	
Owner Direct Purchase Tax Savings	\$ (25,674.65)
Total Change Order	\$ 834,902.98



City of Hollywood
Harrison Street Streetscape Improvements

Direct Construction Costs 6/26/2025

Prepared by Burkhardt Construction, Inc.

Item Description	Quantity	U/M	Unit Price	Amount
SCOPE OF WORK FOR REGULAR ANNAPOLIS BOLLARD				\$317,269.05
EXCAVATE / GRADE / COMPACT FOR FOUNDATIONS	202	CY	\$100.00	\$ 20,200.00
DISPOSE OF EXCESS FILL/LIMEROCK MATERIAL	202	CY	\$30.00	
INSTALL ANNAPOLIS BOLLARD	202	EA	\$492.28	\$ 99,440.56
LANDSCAPE FORMS ANNAPOLIS BOLLARDS	1	ALL.	\$191,568.49	\$ 191,568.49
SCOPE OF WORK FOR BARRIER 1 - HERCULES M30 - SINGLE BOLLARD INSTALL				\$260,118.16
EXCAVATE / GRADE / COMPACT FOR FOUNDATIONS	96	CY	\$100.00	\$ 9,600.00
DISPOSE OF EXCESS FILL/LIMEROCK MATERIAL	96	CY	\$30.00	\$ 2,880.00
FORM AND POUR BOLLARD FOUNDATION AND INSIDE BOLLARDS	96	CY	\$750.00	\$ 72,000.00
INSTALL BARRIER 1 HERCULES M30 BOLLARD (SINGLE BOLLARD)	48	EA	\$1,000.00	\$ 48,000.00
BARRIER 1 - HERCULES M30 - SINGLE BOLLARD (REMOVED 36 EA BOLLARDS FOR PARKLETS)	1	ALL.	\$127,638.16	\$ 127,638.16
SCOPE OF WORK FOR BARRIER 1 - HERCULES M30 - SINGLE BOLLARD INSTALL - UPCHA	RGE FOR PARKLE	T BOL	LARDS	\$148,825.42
SOURCE OF WORKER OF STREET OF STREET		502	.EARDO	ψ1-10,020.42
EXCAVATE / GRADE / COMPACT FOR FOUNDATIONS	75	CY	\$100.00	\$ 7,500.00
DISPOSE OF EXCESS FILL/LIMEROCK MATERIAL	72	CY	\$30.00	\$ 2,160.00
FORM AND POUR BOLLARD FOUNDATION AND INSIDE BOLLARDS	72	CY	\$750.00	\$ 54,000.00
INSTALL BARRIER 1 HERCULES M30 BOLLARD (SINGLE BOLLARD)	36	EA	\$1,000.00	\$ 36,000.00
BARRIER 1 - HERCULES M30 - SINGLE BOLLARD	1	LS	\$95,728.62	\$ 95,728.62
CREDIT FOR BOLLARD COSTS INCL. IN HARRISON STREET GMP	32	EA	-\$1,455.10	\$ (46,563.20)

Harrison Street Furnish and Installation of Bollards Direct Construction Costs

\$726,212.63



Quote

CORPORATE Date: 06/17/2025 7800 E. Michigan Avenue LF Quote#: 0000441363 Kalamazoo, MI 49048-9543 P: 800.521.2546 F: 269.381.3455 PO#: www.landscapeforms.com Project: City of Hollywood Downtown Annapolis Bollards June Federal I.D.# 38-1897577 2025 FSC# PBN-COC-001261 Bill To: Burkhardt Construction Ship To: Burkhardt Construction ATTN: Adam Rossmell ATTN: Accounts Payable 1400 Alabama Avenue TBA Suite #20 Hollywood, FL 33020-4819 West Palm Beach, FL 33401 Ship To Contact Phone: (561)659-1400 Ship Via: Common Carrier F.O.B.: Destination Qty Description **Unit Price** When ordering please confirm: Shipping address and contact information (name and ph#) Billing address and contact information . Is your firm or the project tax exempt? If so, exemption certificate must accompany order · Delivery schedule: Ship immediately upon completion OR Ship On/After the date:_ 202 \$ 782.31 Annapolis Bollards Diameter: 6" Diameter, 33" High Mounting: Embedded Light/Sleeve Option: No Light or Sleeve Powdercoat Color: Gloss Black No Sleeve Sleeve Color: Item Total Due to the current economic environment regarding tariffs Shipping & Handling and material pricing, Landscape Forms has temporarily included an additional 3% surcharge on all quotes. The surcharge is reflected in the Shipping & Handling line item. For lighting quotes, the surcharge is included in the product price. Sub Total **Estimated Tax Document Total**

Page: 1 of 3

Cust #: 65564
SSR: Hunter Lunardini
Rep: Miami Team, FL2

Landscape Forms Customer Service

Total Price

\$ 158,026.62

\$ 158,026.62

\$ 180,506.62

\$ 191,568.49

\$11,061.87

\$ 22,480.00

Purchaser

Seller

Quote

Date: 06/17/2025 LF Quote#: 0000441363

PO#:

Project: City of Hollywood Downtown Annapolis Bollards June

2025

Bill To: Burkhardt Construction

ATTN: Accounts Payable 1400 Alabama Avenue

Suite #20

West Palm Beach, FL 33401

CORPORATE

7800 E. Michigan Avenue Kalamazoo, MI 49048-9543 P: 800.521.2546 F: 269.381.3455 www.landscapeforms.com Federal I.D.# 38-1897577

Ship To: Burkhardt Construction ATTN: Adam Rossmell

TBA

Hollywood, FL 33020-4819

FSC# PBN-COC-001261

Ship To Contact Phone: (561)659-1400

Ship Via: Common Carrier

F.O.B.: Destination

Payment Terms: NET 30 DAYS

landscapeforms*

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the
 order. Changes in quantity or specification may affect pricing. Upfit and Scenic pricing will only be held for six months after receipt of a
 written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- · All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.

		Page: 2 of 3	
Cust #: SSR:	65564 Hunter Lunardini		
Rep:	Miami Team, FL2		Landscape Forms Customer Service
		Purchaser	Seller

Quote

Date: 06/17/2025 LF Quote#: 0000441363

PO#:

Project: City of Hollywood Downtown Annapolis Bollards June

2025

Bill To: Burkhardt Construction

ATTN: Accounts Payable 1400 Alabama Avenue

Suite #20

West Palm Beach, FL 33401

CORPORATE

7800 E. Michigan Avenue Kalamazoo, MI 49048-9543 P: 800.521.2546 F: 269.381.3455 www.landscapeforms.com Federal I.D.# 38-1897577

FSC# PBN-COC-001261

Ship To: Burkhardt Construction ATTN: Adam Rossmell

TBA

Hollywood, FL 33020-4819

Ship To Contact Phone: (561)659-1400

Ship Via: Common Carrier

F.O.B.: Destination

- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- The quoted price may include estimated tax, duties and tariffs. Actual tax, duties and tariffs shall be purchaser's responsibility and may be added to an invoice as a separate and additional charge to purchaser unless an acceptable exemption certificate is presented.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- REMITTANCE OPTIONS: For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

USD Checks

Landscape Forms, Inc. Dept 78073 PO Box 78000

Detroit, MI 48278-0073

USA

CAD Cheques

Landscape Forms, Inc.

PO Box 2408 Station A

Toronto, Ontario M5W 2K6

CAN

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Cust #:	65564 Hunter Lunardini		
Rep:	Miami Team, FL2		Landscape Forms Customer Service
		Purchaser	Seller



28 April 2025 E-20250428-7<mark>R, REVISED 16 June 2025</mark>

Nick Fasulo Adam Rossmell Project Manager Burkhardt Construction, Inc. 1400 Alabama Ave., Suite 20 West Palm Beach, FL 33401 561-659-1400

RE: Hercules SPB-400 (BOD) Bollards for Harrison St., Hollywood, FL

Nick,

Thank you for your request for this estimate of (84) Hercules M30/P1 Set & Pour Bollards with custom bollard sleeves to match existing installed sets.. The Set & Pour (SPB-400) Bollards are approved by the Department of Defense (DoD) and listed on the current List of Anti-Ram Vehicle Barriers. Our bollards have unique and exclusive design features allowing for quick and simple installation. Attached are drawings and certifications. More information can be found at www.barrier1.com

Set & Pour Bollards ASTM M30 K4 Certified (SPB-400)

- 1. The Set & Pour Bollard is ASTM crash test certified. Only 1 bollard stopped the vehicle impact.
- 2. All surfaces shall be primed.
- 3. Includes foundation and installation requirements.
- **4.** One (1) year warranty.
- 5. Bollard is prefabricated and delivered as one single unit ready to install. Vertical rebar is included.
- 6. No horizontal rebar required in foundation. No forming, tying rebar, welding, or field assembly.
- 7. Simply set bollard in excavation and pour concrete.
- **8.** Bi-directional stopping capability.
- 9. Bollard array spacing from 36" to 60" o/c and is ASTM M30/K4 certified. (Unrestricted spacing.)
- 10. Reduce installation time and cost by about 50%!







Work Scope by Barrier 1 Systems

Barrier 1 Systems will complete the following work scope.

1. Provide submittals and drawings.





- 2. Fabricate bollards and include vertical rebar.
- 3. Prime bollards and paint.
- 4. Packaging and shipping.
- 5. Installation support via phone and email.
- **6.** One-year warranty

SUPPLIES/SERVICES	UNIT PRICE	OTY	AMOUNT
1. Basic Bollard drawing set INCL. Site Specific = \$877.00	\$0.00	1	\$0.00
2. Hercules Set & Pour Bollard - ASTM M30/K4 (SPB-400)			
(Includes vertical rebar)	\$1,797.00	84	\$150,948.00
4. Custom 9" bollard sleeve with slotted top, NO light, black	\$623.00	84	\$52,332.00
5. Est. Packaging, Loading & Shipping to Hollywood, FL	\$2,737.00	2	\$5,474.00
6. Installation Support via Phone/Email	Included	1	Included
7. One (1) Year Limited Warranty	Included	1	Included
	SU	BTOTAL:	\$208,754.00
II	Applicable, Sales	Tax (7%):	\$14,612.78
		TOTAL:	\$223,366.78

Schedule

Bollards (1-50): 6-8 Weeks Bollards (50+): 8-10 Weeks

Custom Bollard covers are currently 20 weeks

Standard Payment Terms

- 1. Approved credit required.
- 2. 25% Invoiced at Submittal Approval, Due Prior to Shipping
- **3.** 75% Invoiced at production completion, Net 30
- 4. If shipment is delayed beyond production completion date, Barrier1 will invoice per #2 above.
- **5.** If material storage is required, the lesser of \$750 or 2% of the order total will be invoiced monthly.
- 6. If payment is not received in 45 days, an interest cost of 1.5% per month shall be paid.
- 7. Restocking Fee for cancelled order after production release 40%
- 8. 4% Credit Card Processing for all credit card payments





NOTE: Production will not commence until the customer approves submittals and provides written notice to proceed.

Standard Order Terms & Conditions

- 1. Due to unstable market conditions and rising costs, this quote is only valid for 30 days.
- 2. Due to the instability of fuel prices, logistics costs may be adjusted based upon market conditions at the time of Purchase Order. Additionally, shipping costs may be adjusted based upon the addition of more product types or quantities.
- 3. Sales taxes have been applied based upon the state where the goods will be delivered, or the services performed. If you have an exemption or resale certificate applicable to the state identified, please provide the certificate and we will adjust the invoice accordingly.
- **4.** Installation estimate is not included. Installation will be provided by others. Barrier1 will provide support via phone and email.
- 5. Customer to review drawings and submittals, and to ensure equipment meets project requirements.
- **6.** Does not include permits, bonding, or licenses if required.
- 7. Does not include duties, import fees, customs, tariffs, etc.
- **8.** The standard manufacturer's limited warranty of one (1) year applies.
- 9. Quantity based upon customer furnished information.
- 10. Any change of scope will require a new quotation and written change order to proceed with the order.
- 11. All prices above are in US dollars.

When awarded this work, please send all contract documents and/or purchase orders to contracts@barrierl.com to ensure our quickest response. We will then immediately dedicate the resources needed to complete this project in a timely manner. Barrierl looks forward to providing a quality perimeter security solution suited to your application and meeting the features & requirements of the specification.

Please let us know if you have any questions, comments, clarifications, or concerns.

Wendy Westphal Business Development Manager wwestphal@barrier1.com O: 336-617-8478

Dan Madden, Dir. Global Bus. Dev. dmadden@barrier1.com M: 941-962-3733





Acceptance of Estimate:

Signature	
Name	
Date	
PO/Contract Number	

