

**CITY OF RIVIERA BEACH UTILITIES DEPARTMENT  
WORK DIRECTIVE**

To: James Contino  
Project Manager  
Wharton Smith

Project Name: REHABILITATION / REPLACEMENT LIFT STATION NO. 10 AND NO. 50

Project No.: IFB 493-14

Work Directive No.: 02

Contractor is directed to proceed with the following changes:

Description:

The bidding services for a replacement Contractor were handled by the Surety Company and bids received based on conditions provided to the Contractors by the Surety Company. The Contractor prepared their bid by using the remaining cost provided by the Surety Company for completion of work by Subcontractors. For the installation of the Auger Cast piles the original subcontractor was not responsive to the selected Contractor for the completion of work. Thus the contractor procured bids from another contractor for installation of remaining auger cast piles at LS No. 10 and the price was in excess of that provided for completion by the Surety Company during bidding.

The Contractor is directed to proceed with the completion of the installation of auger cast piles at LS No. 10 as specified in the Contract Documents for the additional cost as stipulated below. Backup cost buildup information is attached as provided in COP No. 3.

- Time and materials as specified in the Contract Documents
- Lump Sum Price of \$6,134.00

Note: Compensation for the additional cost in this Work Directive will be accounted for in the Construction Allowance. The schedule task item for this work will be identified as Work Activity ID: A-1320-02. Percent progress will reference the existing Work Activity ID: LS10-1710 (Install remaining auger cast piles). The amount paid will be determined by the percent progress for LS10-1710 applied to both Work Activity Values for Work Activity IDs LS10-1710 plus A-1320-02. No additional time is being awarded as part of this Work Directive.

Authorized by:

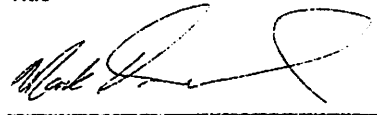
**C SOLUTIONS, INC. (ENGINEER)**

Mark Drummond, P.E., BCEE

Name

President

Title



Signature

May 1, 2017

Date

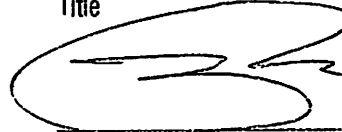
**RIVIERA BEACH UTILITY DISTRICT (OWNER)**

Troy Perry

Name

Acting Executive Director

Title



Signature

5/3/2017

Date

**WHARTON SMITH (CONTRACTOR)**

James Contino, P.E.

Name

Project Manager

Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Wharton-Smith, Inc.**  
**CONSTRUCTION GROUP**

April 6, 2017

Mr. Mark Drummond, P.E., BCEE  
C Solutions Inc.  
610 SE 14<sup>th</sup> Court, No. 2  
Fort Lauderdale, FL 33316

Re: Change Order Proposal No. 03  
City of Riviera Beach  
The Rehabilitation/Replacement of Lift Stations No. 10 and No. 50  
Auger Cast Pile Additional Cost

Dear Mr. Drummond:

As requested, we have developed Proposal Summary No. 03 for additional costs to furnish and install (10) remaining auger cast piles. As B&M Marine has been non-responsive with regards to completing their scope of work, FL Foundation was contacted to provide the attached proposal. Please note the additional cost is the amount of FL Foundation proposal in excess of the Completion Contractor's Responsibility value in the attached hold agreements spreadsheet provided at time of bidding. Included in the proposal is the cost of furnishing all necessary materials, labor, equipment, tools, supervision, and subcontractor costs required for the specified scope of work.

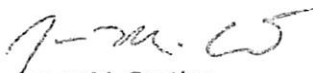
Attached to this letter you will find our detailed Proposal Summary for the amount of \$6,134.00 with all associated back-up documentation.

Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal. This Lump Sum proposal is valid for 5 calendar days.

Please furnish a formal Change Order so we may proceed with the work identified in our Proposal Summary, if found acceptable.

Please do not hesitate to call if you should have any questions or wish to discuss this matter further.

Sincerely,  
Wharton-Smith, Inc.

  
James M. Contino  
Project Manager

C.c.: File 17-012/C-05A.1

Summary

CHANGE ORDER COST PROPOSAL NO. 03

Revision 00



Riviera Beach LS 10 & 50

PROPOSAL SUMMARY

4/6/2017

#	DESCRIPTION	NOTES
1	Furnish all necessary labor, materials, tools, equipment and supervision required for additional costs to furnish and install (10) remaining auger cast piles. Since B&M Marine has been non-responsive with regards to completing their scope of work, a proposal was requested from FL Foundation. The additional cost is FL Foundation's subcontracted amount in excess of the Completion Contractor's Responsibility value in the attached hold agreements spreadsheet provided at time of bidding.	
2		
3		
4		
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8		
9		
10		The duration for the additional work outlined in this proposal is 0 calendar days.
11	The Contract Time Extension due to this <u>Change Order</u> is 0 calendar days.	
12	<b>MATERIALS</b>	<b>TOTAL</b>
13	From Page 2	\$ -
14	Tax 7.00%	\$ -
15	Markup 15.0%	\$ -
16		\$ -
17		
18	<b>LABOR</b>	<b>TOTAL</b>
19	From Page 3	\$ -
20	Markup 15.0%	\$ -
21		\$ -
22		
23	<b>TOOLS &amp; EQUIPMENT</b>	<b>TOTAL</b>
24	From Page 4	\$ -
25	Tax 7.00%	\$ -
26	Markup 15.0%	\$ -
27		\$ -
28		
29	<b>SUBCONTRACTS</b>	<b>TOTAL</b>
30	From Page 5	\$ 5,841.50
31		\$ -
32		
33		
34	Subtotal	\$ 5,841.50
35	Markup 5.0%	\$ 292.08
36		\$ 6,133.58
37		
38	<b>OTHER</b>	<b>TOTAL</b>
39	Extended Overhead	Days * Cost Per Day \$ -
40	Additional Insurance 0.00%	M + I + T&E + S \$ 6,133.58
41	Additional Bond 0.00%	M + L + T&E + S \$ 6,133.58
42	Subtotal	\$ -
43	Markup 0.0%	\$ -
44		\$ -
45		
46	<b>FINAL QUOTE TOTAL</b>	<b>TOTAL</b>
47		\$ 6,134.00
48		
49		\$ 6,134.00



**CHANGE ORDER COST PROPOSAL NO. 03**  
**Riviera Beach LS 10 & 50**  
**SUBCONTRACT ESTIMATE**

Revision 00

#	SUBCONTRACTOR	SCOPE	INV	TOTAL	NOTES
1	FL Foundations	Furnish & Install (10) 12" x 20' max Auger Cast Piles		\$ 16,000.00	
2	Credit	Completion Contractors Responsibility		\$ (10,158.50)	
3					
4					
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6					
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37					
38	SUBCONTRACT SUBTOTAL			TOTAL	
39				\$ 5,841.50	
40			\$	5,841.50	

**COMPLETION OF LS 10 AND LS 50, RIVIERA BEACH, FLORIDA  
SUBCONTRACTOR/SUPPLIER HOLD AGREEMENTS  
HARTFORD CLAIM NUMBER 564558348**

CONTRACTOR/SUPPLIER	CONTRACT AMOUNT	AMOUNT PAID	HARTFORD PAID	CHANGE ORDERS	RETAINAGE	COMPLETION CONTRACTOR'S RESPONSIBILITY
Gilmore Electric	\$516,000.00	\$178,294.50	\$121,525.50	\$52,494.00	\$15,780.00	\$268,674.00
C.C.Controls	\$284,080.00	\$156,032.00	\$46,322.00	-\$64,660.00	\$0.00	\$17,066.00
Farmer and Irwin	\$60,950.00	\$13,784.40	\$36,862.20	\$3,367.00	\$5,627.40	\$13,670.40
Tim Graboski Roofing	\$33,782.00	\$0.00	\$30,151.80	\$0.00	\$3,350.20	\$3,630.20
Mosley & Sons	\$189,551.00	\$100,137.60	\$19,663.30	\$2,256.00	\$13,311.10	\$72,006.10
Xylem	\$131,212.37	\$122,656.29	\$7,474.08	\$0.00	\$0.00	\$1,082.00
Precast Wall Systems	\$56,500.00	\$0.00	\$22,600.00	\$0.00	\$0.00	\$33,900.00
Southland Painting	\$61,000.00	\$0.00	\$11,718.00	\$0.00	\$1,302.00	\$49,282.00
Cummins						
B&M Marine	\$20,317.00	\$10,158.50	\$0.00	\$14,000.00	\$0.00	\$10,158.50
HD Supply	\$505,556.50					
Barney's Pumps						
Concrete Products	\$12,360.66					\$12,360.66

B&M Marine had a change order for \$14,000 for work off of a barge which was not approved by the City. This work was due to the tree being in the way of the work. If B&M Marine or any other piling contractor needs to use a barge there will be an extra charge. B&M's is another \$14,000.



March 7, 2017

Client: Wharton-Smith Inc.
125 W. Indiantown Road, Suite 201
Jupiter, FL 33458
Phone: 561-748-5956
Email: jhurley@whartonsmith.com

Project: Rehabilitation and Replacement of Lift Station No. 10
West of Park Avenue between Yacht Harbor Drive
and South Harbor Drive
Riviera Beach, Florida

All construction is to be as indicated per plans and specifications executed by: Jean Paul Silva, PE - License # 66522 - Plans dated, 06/2015 except for notes below.

ARTICLE 1: SPECIFICATIONS (please initial) \_\_\_\_\_

Auger Cast Piles:

1.1 We here by submit specifications and estimates for the installation of Auger cast piles, as specified, at the above mentioned location.

Qty: 10
Length (ft): 20

1.2 Compression Pile to be 12" in diameter and 20' or less in length;
Reinforcement: 4 # 5 @ 23', with # 3 ties @ 12" o/c

1.3 Piles Grout is to be 5000 PSI

Load Test: [ ] Required [x] Not Required

1.4 Load Test monitoring [ ] Included [x] Excluded

1.5 Compression Capacity Load \_\_\_\_\_ (tons)

Price: TBD

1.6 Tension Capacity Load \_\_\_\_\_ (tons)

Price: TBD

1.7 Lateral Capacity Load \_\_\_\_\_ (tons)

Price: TBD

1.8 Strain Gauges (if required) \_\_\_\_\_ pairs included

Clean-up/Removal: [ ] Included [x] Excluded

1.9 Clean up of concrete spoils for auger piles to be installed

Qty: -

1.1 Removal of concrete spoils for auger piles to be installed

Chipping: [ ] Included [x] Excluded

1.11 Pile cutting or chipping for auger piles to be installed

Linear Ft.: -

1.12 Pile cutoff point to be marked by client.

1.13 Chipping work to be performed in a continuous manner

1.14 One chipping mobilization; additional mobilizations charged per scheduled value in changes of base bid article.

1.15 Additional chipping beyond specified linear feet to be charged per hour

Price: TBD

ARTICLE 2: INCLUDED (please initial) \_\_\_\_\_

- 2.1 One mobilization.
2.2 Installation of 10 piles.
2.3 All labor, materials, equipment and personal.
2.4 Inspections, logging of piles and supervision.
2.5 Certification by Florida Registered Engineer (Geo-tech Engineer)
2.6 Pile can be dipped to +/- 6 inches from working grade or 12" of existing grade.
2.7 General Liability insurance & Workers Comp.

ARTICLE 3: EXCLUDED (items provided by client &/or others) (please initial) \_\_\_\_\_

- 3.1 Engineering layout; including pile locations and elevations calculations, as-built surveys and pile numbering plan.
3.2 Concrete cutting &/or replacement, if any, by client.
3.3 Protection, repair or replacement of adjacent structures and work sites including buildings, equipment, vehicles, trees, shrubs, lawns, sidewalks, right-of-ways, streets, and driveways where equipment is going to work or be driven through; to be provided by client.



- 3.4 A firm, dry, level and accessible site with ramps if required for our equipment and concrete trucks to operate and access throughout site.
- 3.5 Provide location, protection, removal or replacement of underground or overhead obstructions including utilities, buildings, lightings, sprinkles, trees, etc., necessary to provide free operation and/or access to our equipment; to be provided by client.
- 3.6 Water outlet supplying city water at 100 ft. of work site with normal city water pressure to be supplied by client.
- 3.7 Pile cutting or chipping, marking of the cutoff point; to be done by Client.
- 3.8 Cleanup of concrete spoils.
- 3.9 Hauling / removal of concrete spoils.
- 3.1 Bending bars or hooks on top of piles by client.
- 3.11 Traffic maintenance, job site security, fencing, barricades, and protection devices such as Safety caps for rebar, caution tapes flags Etc. to be provided by client. (Safety caps for rebars provided by client and installed by Florida Foundation).
- 3.12 Load Test, load test monitoring, pile certification or strain gage instrumentation.
- 3.13 Estimate based on full concrete truck loads any requirement for partial loads will affect pricing of material and labor.
- 3.14 Exclusion of pile tolerance for any pile deviation on sites with the following conditions: previous existing structures; site has existing piles; site previous use as landfill; nonorganic material found during pile installation.
- 3.15 Exclusion of pile tolerance below 6 inches. Typical pile installation methods and surveying inaccuracies result in pile deviations of up to 4 - 5 inches. Structure should be designed to accommodate the expected deviations.

Price:           TBD          

**ARTICLE 4: CHANGES IN BASE BID (please initial) \_\_\_\_\_**

- 4.1 For piles larger than bid length; add
- 4.2 Add piles - within same mobilization:
- 4.3 For each pile with grout in excess of 1.5 times the theoretical pile volume add.
- 4.4 Standby time will be invoiced; 2 hours travel time, 4 hours minimum.
- 4.5 Remobilization for piles installation
- 4.6 Remobilization for pile chipping:
- 4.7 Any additional engineering work or additional load test
- 4.8 Transportation permit required for access to site or barge transport
- 4.9 Night shift and/or weekend shift rates
- 4.10 Short Load Fee -      trucks

Per LNFT:	\$	80.00
EACH	\$	1,600.00
Per Yard:	\$	200.00
Per Hour:	\$	450.00
Price:	\$	10,000.00
Price:		TBD
Price:		TBD
Price:		TBD
Price:		TBD
Per Truck		TBD

**ARTICLE 5: VALUE FOR POSSIBLE ADD-ON SERVICE (please initial) \_\_\_\_\_**

- 5.1 Pile cutting or chipping - Minimum required \$1,000 (*marking of the cutoff point to be done by client*)
- 5.2 Cleanup of concrete spoils
- 5.3 Hauling / removal of concrete spoils
- 5.4 Bending bars or hooks on top of piles
- 5.5 Load Test (if required)
- 5.6 Soil Mixing

Per LNFT:	\$	35.00
Per Pile:	\$	25.00
Per Pile:	\$	25.00
Per Bar:	\$	20.00
Price:		TBD
Per Pile:	\$	50.00

**ARTICLE 6: PAYMENTS AND CONDITIONS (please initial) \_\_\_\_\_**

- 6.1 Final payment including any retainage is due within 15 days of job completion. Payments not received within the terms described above shall accrue interest at 1.5% per month. (ANNUAL RATE IS 18%) Engineering Logs will be released upon payment in full.





- 6.2 Construction Lien will be filed automatically after 45 days from the last day on the job if full payment has not been received.
- 6.3 All expenses incurred as a result of non-payment, including reasonable attorney's fee and cost for filed Lien, shall be paid by the client. Venue for all legal actions shall lie exclusively in Dade County, Florida.
- 6.4 This agreement is binding between client and Florida Foundation, Corp. payment is required as described herein and not contingent on client receiving payment from project owner.
- 6.5 This proposal is subject to acceptance within 30 days and can be modified or voided thereafter at the option of Florida Foundation, Corp.
- 6.6 Facsimile of this contract shall be deemed a valid counterpart of the original.
- 6.7 10% (percent) over base bid will be added for company or party who wishes to hold retainer.
- 6.8 All work is to be done in a continuous uninterrupted operation any holding period will be billed accordingly as per article 4.5 of this agreement.
- 6.9 Add on services are subject to revision and approval of Florida Foundation. Some changes in prices and conditions may take place depending on site conditions, equipment availability or accessibility to site.

**IMPORTANT NOTE**

- \* Pricing provided is our minimum charge.
- \* If any piles are deducted, price will not change.
- \* Discount cannot be provided because this is our minimum charge.
- \* Concrete strength was not provided at time of bidding.
- \* Soil Report received does not recommend auger cast piles.
- \* Lift Station No. 50 does not require any auger cast piles.
- \* Per Jake Hurley, the site grade elevation is +3.



**TERMS AND CONDITIONS (please initial) \_\_\_\_\_**

**WORK:** Florida Foundation, Corp. ("Florida Foundation") agrees to perform the work described herein and furnish such materials, equipment and labor as specified within the scope of its work outlined herein and unless otherwise specified, as is customary. Client acknowledges that it has supplied to Florida Foundation all applicable documents, plans, and specifications necessary for completion of Florida Foundation's work. To the extent of any conflict between the terms for Florida Foundation's work and the terms of the Client's work for the Owner of the site and/or project, then the terms most favorable to Florida Foundation will prevail. Client agrees to provide timely notice to Florida Foundation of any site conditions which may impact Florida Foundation's ability to perform described work. It is the Client's responsibility to keep Florida Foundation informed of all changes in plans in which affects their scope of work. As-builts are to be performed by client, as soon as piles have been completed, copy of as-builts should be provided to Florida Foundation promptly to address any possible remedial work if not provided, client assumes responsibility.

**DELAYS:** Client shall be responsible for any delay, interference or extra cost with respect to Florida Foundation's work which is the result of Client or any and all third parties; Florida Foundation shall be entitled to both an extension of time to complete its work and issuance of a change order noting a prorate increase in the amount due to Florida Foundation.

**MODIFICATIONS:** Any modifications or changes to agreed-upon work must be in writing and signed by authorized representatives of both parties.

**WAIVER:** Failure of Florida Foundation to insist upon strict compliance with any of these terms and conditions, or to exercise any options provided for in the work documents, shall not be construed to be a waiver or relinquishment of Florida Foundation's right to thereafter require compliance with these terms and conditions or to thereafter exercise such option.

**PAYMENT:** Client agrees to make timely payments to Florida Foundation as called for herein. It is understood and agreed that net pay when paid provision, if applicable to Florida Foundation's work, shall be interpreted as establishing a reasonable time for payment and shall not negate Florida Foundation's construction lien rights. If payments are not made when due, Client agrees that Florida Foundation may cease its work until satisfactory payment arrangement have been made. Florida Foundation reserves the right to charge a service fee of 1.5% per month for late payments. In the event of any action taken, with or without suit, to enforce Florida Foundation's rights under this agreement, the Client shall be liable for all costs, including Florida Foundation's reasonable attorney fees. Exclusive venue for any action shall be a court competent jurisdiction in Miami-Dade County, Florida, except in those instances where the action is one to enforce a lien recorded in a different jurisdiction.

**WARRANTY:** Florida Foundation agrees that its work shall conform with the specifications, plans and other applicable documents timely provided to it but shall be subject to field conditions beyond its control. Except as specifically provided herein, Florida Foundation provides no other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose or use. Florida Foundation will not be responsible for any special, incidental or consequential damages and any claim against Florida Foundation or its agents, officers, and employees shall be limited to the replacement value of its work and only as to the extent such work is found to be defective. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to claims for Florida Foundation's own negligence.

**TERMINATION:** Florida Foundation may terminate its work and this agreement at any time the Client has defaulted or at any time conditions beyond Florida Foundation's control, including force majeure events, interfere with or adversely impact Florida Foundation's ability to perform. The costs of any materials ordered by Florida Foundation pursuant to this agreement and prior to termination shall be paid by Client, if such orders are unable to be cancelled. Labor performed and materials installed up to termination date shall be paid by Client to Florida Foundation as indicated herein.

**INDEMNIFICATIONS:** If any claim is made for damage or injury including death, Client agrees to indemnify and hold Florida Foundation harmless from and against such claim and all loss, damage, injury and expense (including reasonable attorney's fees and costs) that Florida Foundation may sustain when such claim is directly or indirectly based or related to Client's or agents' contractors' or employees' grossly negligent, intentional or wrongful acts or omissions.

**AUTHORITY:** It is understood and agreed that the person signing and initialing on behalf of the Client has full authority to do so, has read and understood the foregoing terms and conditions, and is authorized to bind the Client.



ARTICLE 7: BASE BID PROPOSAL & ACCEPTANCE (please initial) \_\_\_\_\_

We extend our sincerest gratitude for accepting our submittal, Florida Foundation understands you have other options and appreciate the opportunity to quote this project for you. Please feel free to contact us with any questions at the above contact information.

Pile Installation	\$	16,000.00	
Load Test (Compression)	\$	-	Not Included
Load Test (Tension)	\$	-	Not Included
Load Test (Lateral)	\$	-	Not Included
Chipping	\$	-	Not Included
Clean-up	\$	-	Not Included
Removal	\$	-	Not Included
Bending bars	\$	-	Not Included
Short Load Fee	\$	-	Not Included

**TOTAL BASE:** \$ 16,000.00 *(Minimum charge, even if pile count is reduced)*

**DEPOSIT REQUIRED:** 30% \$ 4,800.00  
**AT COMPLETION:** 70% \$ 11,200.00

Authorized by:

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 2017 \_\_\_\_\_  
Charles De La Rosa/Sales Representative

**ACCEPTANCE OF CONTRACT:** the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein.

Client/Company: Wharton-Smith Inc.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Perry, Troy

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**From:** F. Malcolm Cunningham, Jr. <fmcunni@cunninghamlaw.com>  
**Sent:** Wednesday, May 03, 2017 12:47 PM  
**To:** King, Bruce C.; Don Eckler (eckler@ecklerengineering.com)  
**Cc:** Mark Drummond  
**Subject:** FW: Work Directive No. 2  
**Attachments:** RBLS10 50 WorkDirectiveNO-02.pdf

**Importance:** High

Bruce—below is an email that I received from the Project Engineer advising that he intends to issue a work directive authorizing Wharton Smith to spend an additional \$6,000 above its bid but within the contingency to complete the scope of work relating to installation of auger cast piles at LS 10. The work directive is attached and explains the circumstances resulting in the issuance of the work directive. Please let me know if you have questions. Best, Malcolm

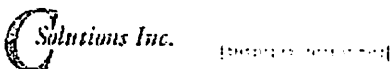
F. Malcolm Cunningham, Jr., Esquire  
The Cunningham Law Firm, P.A.  
400 South Australian Avenue  
Suite 700  
West Palm Beach, FL 33401  
(561) 833-6400 - Office  
(561) 833-6558 - Facsimile

Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.

**From:** Mark Drummond [mailto:mdrummond@csolutions-us.com]  
**Sent:** Tuesday, May 02, 2017 1:32 PM  
**To:** F. Malcolm Cunningham, Jr. <fmcunni@cunninghamlaw.com>  
**Cc:** tperry@rivierabch.com; Leighton Walker, P.E. (Lcwalker@Rivierabch.com) <Lcwalker@Rivierabch.com>  
**Subject:** Work Directive No. 2  
**Importance:** High

Malcolm,  
Per our discussion, here is Work Directive No. 2. I have copied Mr. Perry on this email. Please confirm that the process looks in order and that we may proceed.  
As stated in the Work Directive the monies would come of the Construction Contingency.

Best regards,



Mark

**Mark Drummond, P.E., BCEE**  
4152 W. Blue Heron Blvd. # 225  
Riviera Beach, FL 33404



## Perry, Troy

---

**From:** F. Malcolm Cunningham, Jr. <fmcunni@cunninghamlaw.com>  
**Sent:** Wednesday, May 03, 2017 3:13 PM  
**To:** Mark Drummond  
**Cc:** Perry, Troy; Walker, Leighton C  
**Subject:** RE: Work Directive No. 2

Mark—the process looks fine. I have advised the surety how you are proceeding. I recommend that you proceed. Best, Malcolm

F. Malcolm Cunningham, Jr., Esquire  
The Cunningham Law Firm, P.A.  
400 South Australian Avenue  
Suite 700  
West Palm Beach, FL 33401  
(561) 833-6400 - Office  
(561) 833-6558 - Facsimile

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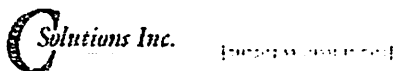
**From:** Mark Drummond [mailto:mdrummond@csolutions-us.com]  
**Sent:** Tuesday, May 02, 2017 1:32 PM  
**To:** F. Malcolm Cunningham, Jr. <fmcunni@cunninghamlaw.com>  
**Cc:** tperry@rivierabch.com; Leighton Walker ,P.E. (Lcwalker@Rivierabch.com) <Lcwalker@Rivierabch.com>  
**Subject:** Work Directive No. 2  
**Importance:** High

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Best regards,



Mark

**Mark Drummond, P.E., BCEE**  
4152 W. Blue Heron Blvd. # 225  
Riviera Beach, FL 33404  
[www.csolutions-us.com](http://www.csolutions-us.com)