

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date:	June 10, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> 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 receive and file: Change Order No. 15 in the amount of \$126,667.90 and a retroactive time extension of 19 days to the contract (R2022-1487) dated December 20, 2022 (Contract) with Rosso Site Development, Inc. (RSD) for Benoist Farms Road, SR 80 to Belvedere Road (Project).

**SUMMARY:** In accordance with PPM CW-F-050, when the cumulative dollar value of change orders is in excess of the 10% threshold of the original Contract, an agenda item notifying the Board of County Commissioners (BCC) must be presented as a receive and file. Change Order No. 15 was approved by the Contract Review Committee on March 19, 2025, and is pursuant to Specification 4-3.2.1 of the Contract providing compensation to RSD for installation of rock rubble rip-rap along the west slope of the LWDD E-2 Canal. The rubble rip-rap will help stabilize Benoist Farms Road from a failing Solid Waste Authority (SWA) owned bridge while SWA procures funding and completes design work to replace the bridge. The Contract in the amount of \$6,943,242.07 was approved on December 20, 2022 by the BCC. To date the cumulative value of change orders, including Change Order No. 15, is \$785,309.64. With approval of the retroactive time extension associated with this change order, the new revised completion date is June 12, 2024. There is a pending utility delay change order to follow, bringing the estimated date of completion to May 15, 2025.


The Contract was presented to the Goal Setting Committee on December 15, 2021, 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. 15 is 0%. To date, the overall SBE participation achieved on the Contract is 36.77%. Districts 2 and 6 (YBH)

**Background and Justification:**

The Contract Review Committee approved Change Order No. 15 on March 19, 2025, and the Engineering and Public Works Department recommends receive and file by the BCC.

**Attachments:**

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

	Recommended by: <u>Vaccone, L. Kehn FOR</u>	<u>04/15/2025</u>
	YBH/TEL County Engineer	Date
	Approved by: <u>[Signature]</u>	<u>4/27/25</u>
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$126,668	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$126,668	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget?

Yes ☒ No ☐

Is this item using Federal Funds?

Yes ☐ No ☒

Is this item using State Funds?

Yes ☐ No ☒

Budget Account No :

FUND: 3543 DEPT: 361 UNIT: 1463 OBJECT: 6551

Recommended Sources of Funds/Summary of Fiscal Impact:

Proportionate Share Fund - Zone 3/Benoist Farm Rd., SR 80 to Belvedere Rd.

Note: Change Order No. 15 in the amount of \$126,667.90 and a time extension of 19 days to the contract (R2022-1487) dated December 20, 2022 (Contract) with Rosso Site Development, Inc. (RSD) for Benoist Farms Road, SR 80 to Belvedere Road.

C. Departmental Fiscal Review:

Darryl Randle

III. REVIEW COMMENTS

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

Sharon Kunt 4/17/25  
OFMB 4/17/25

Thandi Gwama 4/23/25  
Contract Dev. and Control 4/18/25

B. Approved as to Form  
and Legal Sufficiency:

MP 4/22/25  
Assistant County Attorney

C. Other Department Review:

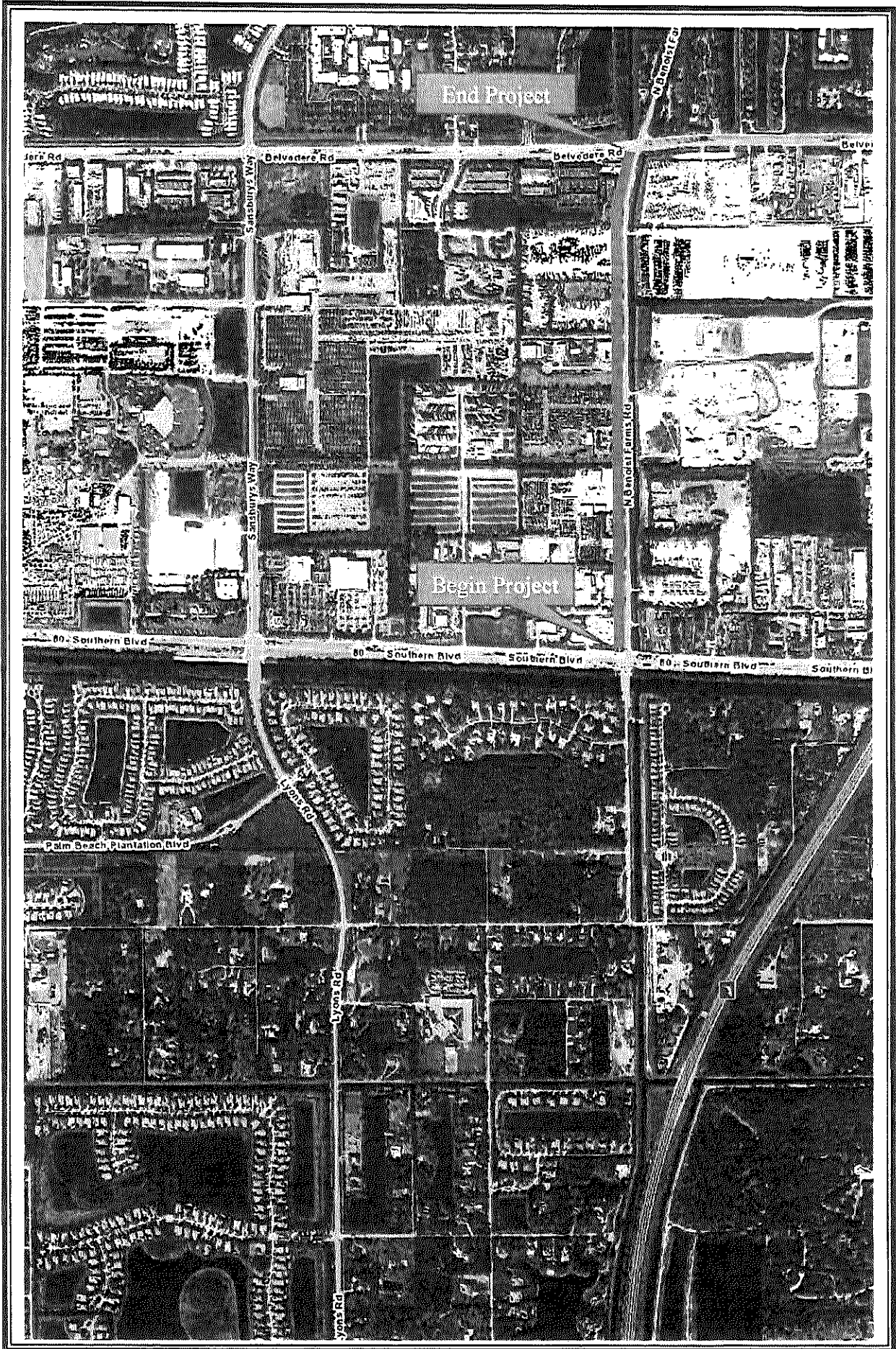
\_\_\_\_\_  
Department Director

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

PROJECT LOCATION

BENOIST FARMS ROAD, SR 80 TO BELVEDERE ROAD

Palm Beach County Project #2015509





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

REQUEST:

☐ WORK ORDER NO. \_\_\_\_\_  
☐ NEW AUTHORIZATION  
☒ CHANGE ORDER NO. 15  
☐ SUPPLEMENTAL NO.  
☐ OTHER: \_\_\_\_\_

REQUESTING DIVISION:

☐ ROAD & BRIDGE  
☐ TRAFFIC  
☐ ROADWAY PRODUCTION  
☒ CONSTRUCTION COOR.  
☐ STREETScape

INFORMATION:

DATE 12/11/2024  
REQUESTOR Zachary King  
COMMISSION DISTRICT NO: 2 and 6  
RESOLUTION NO: R2022-1487  
PBC PO NUMBER: \_\_\_\_\_

PROJECT LOCATION/LIMITS: Benois Farms Road, SR 80 to Belvedere Road

PROJECT NUMBER: 2016509

CONTRACT NO: \_\_\_\_\_

BUDGET LINE ITEM: 3543-361-1463-10551

CONTRACT DATE: December 20, 2022

CONTRACTOR/CONSULTANT/VENDOR: Rosso Site Development, Inc.

VENDOR # \_\_\_\_\_

CONTACT: Blair Rosso

CONTACT PHONE NUMBER: 561-689-0889

Details: Change Order 15 will compensate Rosso Site Development, Inc. for installation of rock rubble rip-rap along the slope of LWDD E-2 Canal from Station 139+62 to Station 141+00. The installation of rip-rap rubble will help stabilize Benois Farms Road from a falling bridge owned by SWA while SWA procures funding and completes design work to replace this bridge. This change order will also provide a 19 day contract time extension.

Attachment "A" - Change Order Details

Attachment "B" - Bond Rider

Attachment "C" - EBO Schedules

Attachment "D" - Certificate of Insurance

Attachment "E" - Certificate of Resolution or Sunbiz

Attachment "F" - Change Order History

The total amount of this request, per the attached documentation, is not to exceed \$ 126,687.80

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was 34.2 %.

The estimated SBE participation for this request is 0 %.

The cumulative SBE participation to date for this Contract including this request is 36.77 %.

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  
Name

Director, Construction Coordination  
Title

681-684-4180  
Telephone Number

CONTRACTOR/CONSULTANT/VENDOR APPROVALS

Please indicate your receipt of this request by signing and returning this original document to our office.

SIGNATURE

Date

Print Name and Title

PALM BEACH COUNTY APPROVALS

Division Approval

3/11/25  
Date

Deputy County Engineer

03/11/2025  
Date

ENGINEER OF RECORD (If applicable)

Signature

Date

Print Name and Title

BOARD APPROVAL? No Date

Budget Approval

Date

Contract Review Committee (when required) Date

ATTACHMENT 2

APPROVED BY THE CONTRACT REVIEW COMMITTEE

CHANGE ORDER

☐ Owner Initiated

☒ Differing Site Conditions Item #1

☐ Zoning/Code/Ordinance Changes

☐ Errors/Omissions/In Design

☐ Quantity Overruns/Underruns

☐ Request By Another Agency/Outside Party:

☐ A. Reimbursable

☐ B. Non-Reimbursable

Other:

PROJECT: Benoist Farms Road, SR 80 to Belvedere Road

TO: Rosso Site Development Inc.

CHANGE ORDER NO: 15 (Fifteen)

COUNTY PROJECT NO: 2015509

CONTRACT DATE: 12/20/2022

RESOLUTION NO: R2022-1487

DISTRICT NO: 2 & 6

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

Per contract specifications 4-3.2.1 "Allowable Costs for Additional Work"

Installation of rock rubble rip-rap.

Lump Sum Total: \$126,667.90

Contract time extension of 19 days.

The original Contract Sum was	\$ 6,943,242.07
Net change by previous Change Orders	\$ 658,641.74
The Contract Sum prior to this Change Order was	\$ 7,601,883.81
The Contract Sum will be <u>increased</u> by this Change Order	\$ 126,667.90
The new Contract Sum including this Change Order will be	\$ 7,728,551.71
The Contract Time will be <u>increased</u> by.	(19) Days
The Date of Completion including this Change Order therefore is	June 12, 2024

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASE OF ALL CLAIMS FOR COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE-STATED MODIFICATION(S), INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

Rosso Site Development


CONTRACTOR

1302 South US

Address

Lake Wales, FL 33460

NAME: Blair Simpson

SIGNATURE: 

TITLE: VP

DATE: 1-16-25

1302 South J Street  
Lake Worth, FL 33460



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

Change Order Request

Change Order No.: 27

Owner: Palm Beach County

Project: Benoist Farms Rd

Owner Proj. No.: 2015509

RSD Proj. No.: 22018

Date: 8/29/2024

Description: Slope Stabilization at sta 140+32

#	Description	Qty	Unit	Unit Price	Total Price
1.00	Rip Rap & Bedding Stone	1	LS	\$ 121,198.88	\$ 121,198.88
	MOT	14	DY	\$ 272.13	\$ 3,809.82
	Bond & GL	1	LS	\$ 1,659.20	\$ 1,659.20
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total: \$ 126,667.90

Original Contract Amt \$ -

Amount of this Change Order \$ 126,667.90

Amount of Previous Change Order (s) \$ -

New Total Contract Amount \$ 126,667.90

Completion time extended 19 days If yes, new completion date?

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

Client Signature

Blair Simpson

Client Printed

CHANGE ORDER BREAKDOWN

Description of work: Slope Stabilization at sta 140+32

CO #: 27

EQUIPMENT					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Pick-Up Truck	80	HR	\$37.97	\$3,037.60
2			HR		\$0.00
3			HR		\$0.00
4			HR		\$0.00
5			HR		\$0.00
6			HR		\$0.00
7			HR		\$0.00
8			HR		\$0.00
9			HR		\$0.00
10			HR		\$0.00
11			HR		\$0.00
12			HR		\$0.00
13			HR		\$0.00
14			HR		\$0.00
15			HR		\$0.00
16			HR		\$0.00
17			HR		\$0.00
18			HR		\$0.00

Equipment Subtotal \$3,037.60  
Markup 17.50% \$531.58

EQUIPMENT TOTAL: \$3,569.18

LABOR					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Superintendent	80	HR	\$70.78	\$5,662.40
2	PM	8	HR	\$71.30	\$570.40
3			HR		\$0.00
4			HR		\$0.00
5			HR		\$0.00
6			HR		\$0.00
7			HR		\$0.00
8			HR		\$0.00
9			HR		\$0.00
10			HR		\$0.00
11			HR		\$0.00

Labor Subtotal \$6,232.80  
Burden 45.73% \$2,850.26  
Markup 17.50% \$1,090.74

LABOR TOTAL: \$10,173.80

MATERIAL					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	K wall	1	LS	\$8,687.50	\$8,687.50
2			LS		\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00

Material Subtotal \$8,687.50  
Markup 17.50% \$1,520.31  
**MATERIAL TOTAL: \$10,207.81**

SUBCONTRACTORS					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Anzac	1	LS	\$90,236.28	\$90,236.28
2		1	LS		\$0.00
3		1	LS		\$0.00
4		1	LS		\$0.00
5		1	LS		\$0.00
6		1	LS		\$0.00
7		1	LS		\$0.00

Subcontractor Subtotal \$90,236.28  
Markup 10.00% \$5,000.00  
Markup 5.00% \$2,011.81  
**SUBCONTRACTOR TOTAL: \$97,248.09**

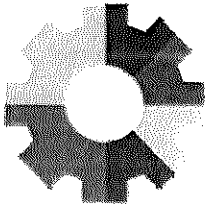
Equipment Total: \$3,569.18  
Labor Total: \$10,173.80  
Material Total: \$10,207.81  
Subcontractors Total: \$97,248.09

**Total: \$121,198.88**



Dodge 2500  
On-Highway Light Duty Trucks

Size Class:  
300 HP & Over  
Weight:  
N/A



Configuration for 2500

Axle Configuration	4.0 X 4.0	Cab Type	Crew
Horsepower	383.0 hp	Power Mode	Gasoline
Ton Rating	3.0 / 4.0		

Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$1,235.00	USD \$345.00	USD \$86.00	USD \$13.00	USD \$30.95	USD \$37.97
Adjustments						
Region ( 100%)	-	-	-	-		
Model Year (2022: 99.97%)	(USD \$0.33)	(USD \$0.09)	(USD \$0.02)	(USD \$0.00)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$1,234.67	USD \$344.91	USD \$85.98	USD \$13.00	USD \$30.95	USD \$37.97

Non-Active Use Rates

Standby Rate	Hourly
Idling Rate	USD \$5.40
	USD \$32.74

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	57%	USD \$703.95/mo
Overhaul (ownership)	23%	USD \$284.05/mo
CPC (ownership)	8%	USD \$98.80/mo
Indirect (ownership)	12%	USD \$148.20/mo
Fuel (operating) @ USD 3.53	83%	USD \$25.72/hr

Revised Date: 1st quarter 2023

ATTACHMENT A (page 5 of 13)



**ANZAC CONTRACTORS, INC.**  
7475 SW 50th Terrace  
MIAMI, FLORIDA 33155

TO: **ROSSO SITE DEVELOPMENT**  
**1302 SOUTH J STREET**  
**LAKE WORTH, FL 33460**

We hereby submit specifications and estimates for

	ITEM DESCRIPTION
1	TEMPORARY K WALL (13 PIECES X 12.5' EACH)
2	LOAD AT ANZAC'S YARD, DELIVER & SET AT JOB
3	PICKUP ON JOB, DELIVER & UNLOAD AT ANZAC

# PROPOSAL

Page 1 of 2

PHONE 561-689-0889 DATE 11/06/24  
JOB NAME / LOCATION  
BENOIST FARMS RD  
RIP RAP  
PALM BEACH COUNTY, FL  
JOB # -

UNIT	QUANTITY	UNIT PRICE	TOTAL AMT.
LF	162.50	\$ 35.00	\$ 5,687.50
LS	1.00	\$ 1,500.00	\$ 1,500.00
LS	1.00	\$ 1,500.00	\$ 1,500.00

ATTACHMENT "A" (page 6 of 13)



ANZAC CONTRACTORS, INC.  
7475 SW 50th Terrace  
MIAMI, FLORIDA 33155

TO: ROSSO SITE DEVELOPMENT  
1302 SOUTH J STREET  
LAKE WORTH, FL 33460

PROPOSAL

PHONE 561-689-0889  
DATE 11/06/24  
JOB NAME / LOCATION  
BENOIST FARMS RD  
RIP RAP  
PALM BEACH COUNTY, FL  
JOB # -

We hereby submit specifications and estimates for  
ITEM DESCRIPTION

UNIT QUANTITY UNIT PRICE TOTAL AMT

Special Provisions:

- 1 Permits are by others
- 2 Anzac's Standard Insurance Coverage is included. Add'l limits or policies required will be an additional charge
- 3 Stipulated wage rates are not included
- 4 MOT is by others
- 5 Bond is not included

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of.

One Hundred Ninety Nine Thousand Nine Hundred Ninety One and 70/100 \$ 8,687.50

Payment to be made as follows  
Monthly as work progresses.

Authorized Signature Steven R. McNamara

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal: 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 above

Date: Signature of Acceptance

ATTACHMENT A (page 1 of 13)

**BENOIST FARMS RD - RUBBLE RIP RAP (REV 2 - 01.13.25)**

Bid Item Number	Description	Qty	Unit	Unit Price	Sub-total	Unit Price	Total	Unit (Profit)	Total (Profit)
101-1	<b>MOBILIZATION INCLUDING TURBIDITY BARRIER</b>	1.00	LB						
	Lowboy to deliver and return CAT 326 Long Reach Excavator (KELLY TRACTOR)	2.00	EA	\$ 2,000.00	\$ 4,000.00				
	Crew Truck	80.00	HR	\$ 40.23	\$ 3,218.40				
					\$ -				
530-3-4	<b>RIPRAP - ROCK RUBBLE</b>	245.00	TN			\$ 243.29	\$ 60,817.26	\$ 281.67	\$ 71,480.30
	Rip Rap	245.00	TN	\$ 77.86	\$ 19,075.70				
	Filter Fabric	2.00	ROLLS	\$ 1,084.85	\$ 2,129.30				
	Superv	88.00	HR	\$ 92.09	\$ 8,103.92				
	Superv Truck	88.00	HR	\$ 40.23	\$ 3,540.24				
	Skilled Laborers (3)	284.00	HR	\$ 45.00	\$ 11,880.00				
	Backhoe Operator	88.00	HR	\$ 58.94	\$ 5,186.72				
	CAT 326 Long Reach Excavator (KELLY TRACTOR \$13,530+TAX / 3 WEEKS = \$4825.70	2.00	WK	\$ 4,825.70	\$ 9,651.40				
	Fuel	250.00	GA	\$ 5.00	\$ 1,250.00				
					\$ -				
					\$ -				
530-74	<b>BEDDING STONE</b>	137.00	TN			\$ 83.95	\$ 8,761.15	\$ 75.14	\$ 10,294.38
	Bedding Stone	137.00	TN	\$ 63.95000	\$ 8,761.15				
	Superv	0.00	HR	\$ 92.09	\$ -				
	Superv Truck	0.00	HR	\$ 40.23	\$ -				
	Skilled Laborers (3)	0.00	HR	\$ 45.00	\$ -				
	Backhoe Operator	0.00	HR	\$ 58.94	\$ -				
	CAT 326 Long Reach Excavator	0.00	WK	\$ 4,825.70	\$ -				
	Fuel	0.00	GA	\$ 5.00	\$ -				
					\$ -				
					\$ -				
<b>PROJECT TOTAL</b>							\$ 76,796.83		\$ 90,236.28

ATTACHMENT "A" (page 8 of 13)



FEL - RIVIERA BEACH WW #1208  
3697 INTERSTATE PARK RD S  
RIVIERA BEACH, FL 33404

Phone: 561-844-3222  
Fax: 561-848-7001

Deliver To:

From: Mark Falldorf  
mark.falldorf@ferguson.com

Comments:

15:27:22 DEC 03 2024

Page 1 of 1

FEL-POMPANO BEACH, FL WW #125  
Price Quotation  
Phone: 561-844-3222  
Fax: 561-848-7001

Bid No: B579112  
Bid Date: 12/03/24  
Quoted By: MBF

Cust Phone: 305-669-1986  
Terms: NET 10TH PROX

Customer: ANZAC CONTRACTORS INC  
7475 SW 50TH TERRACE  
MIAMI, FL 33155

Ship To: ANZAC CONTRACTORS INC  
7475 SW 50TH TERRACE  
MIAMI, FL 33155

Cust PO#: STEVE

Job Name: BENOIST FARMS

Item	Description	Quantity	Net Price	UM	Total
GEOM10012300	12X300 FT M100 WOV 400 SY	2	995.000	RL	1990.00
Net Total:					\$1990.00
Tax:					\$139.30
Freight:					\$0.00
Total:					\$2129.30

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:  
<https://survey.medallia.com/?bidsorder&fc=1348&on=64801>  
ATTACHMENT 4 (page 9 of 13)

A U S T I N     T U P L E R   T R U C K I N G   I N C .  
M & G   F I L L   C O R P .  
6570 S.W. 47TH COURT  
DAVIE, FLORIDA 33314  
PHONE (954) 583-0801  
FAX (954) 583-0844

Customer : ANZAC CONTRACTORS  
Project Name: BENOIST FARMS RD  
Project Address: BENOIST FARMS RD & SR 80  
WEST PALM BEACH  
Quote Date : 12/03/24

Quoted To: STEVE  
Phone#: 305-669-1986  
Fax # : 305-669-1180

DELIVERED PRICES OF TRUCKING AND MATERIALS

These estimates are based on payment being made on a monthly basis with no retainage. These estimates are subject to change if FAX is not returned within five (5) working days of the date listed above. TAXES ARE INCLUDED IN THESE PRICES. These Prices do not include supplying a Performance or Payment Bond.

Exp-Date	Quote#-Det	Type of Material	Rate Per (Ton/Cyd)
=====	=====	=====	=====
4/30/25	243637- 1	BANK & SHORE	\$ 77.86 Per TON Incl. Tax
4/30/25	243637- 2	BEDDING STONE	\$ 63.95 Per TON Incl. Tax

Note: a 7.00 % Tax is included in the above prices. Any difference on the taxes will have to be paid by the customer. There will be a Diesel Surcharge of 2% for every \$ .15 that diesel prices go up higher than \$ 5.00 per Gallon (see [www.fuelgaugereport.com](http://www.fuelgaugereport.com)). All prices are based on hauling full size loads ONLY unless otherwise specified.

By signing delivery tickets, customer is fully liable for all trucking and materials and no credits or discounts will be given after tickets are signed. Prices are subject to change if the Quarry we are trucking from cannot fulfill it's obligation. Damage claims must be brought to our attention within twenty four (24) hours by Fax (954-583-0844) of occurrence with proof of all related cause of claim. Prices and deliveries cannot be guaranteed in the event of hurricane emergency clean up or work stoppages caused by any Unions or Labor Organizations.

Accepted By:

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Name Title

PLEASE CALL ME IF YOU  
HAVE ANY QUESTIONS

FROM : ERNIE CEBALLOS

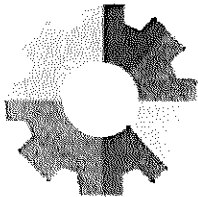
ATTACHMENT A (page 10 of 13)

Rental Rate Blue Book®

October 17, 2022 ✓

Ford F-150 XLT 4x2 Gas  
Light Duty Trucks

Size Class:  
2  
Weight:  
N/A



Configuration for F-150 XLT 4x2 Gas

Power Mode	Gasoline	Wheelbase	122.8 inches
Model Trim	XLT	Gross Vehicle Weight Rating	6010 Pounds

Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$2,175.00	USD \$610.00	USD \$155.00	USD \$23.00	USD \$28.34	USD \$40.70
Adjustments						
Region ( Florida: 96.2%)	(USD \$82.65)	(USD \$23.18)	(USD \$5.89)	(USD \$0.87)		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$2,092.35	USD \$586.82	USD \$149.11	USD \$22.13	USD \$28.34	USD \$40.23

Non-Active Use Rates

Standby Rate	Hourly	USD \$5.94
Idling Rate		USD \$31.66

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	28%	USD \$609.00/mo
Overhaul (ownership)	46%	USD \$1,000.50/mo
CFC (ownership)	6%	USD \$130.50/mo
Indirect (ownership)	20%	USD \$435.00/mo
Fuel (operating) @ USD 3.69	70%	USD \$19.77/hr

Revised Date: 4th quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for PEDRO ANGUIA (pedro.anguita@ohla-usa.com)



Kelly Tractor Co.  
Serving the Industry Since 1933

ktcorp@kellytractor.com  
www.kellytractor.com

8/15/2024

To: ANZAC CONTRACTORS

FROM: Patrick Kettel

Reference : Super Long Reach Rental

Good afternoon George:

The following is the cost of the 326 super long reach per

326 LR      \$13,530 per month      plus taxes

transportation \$2,000 minimum round trip

\* customer is responsible for fuel, wear and tear and preventative maintenance

Please let me know if you have any questions

thank you,

Patrick Kettel  
Territory Sales Manager

ATTACHMENT "A" (page 12 of 13)



# Certified Request for Equitable Adjustment

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

Name of Project: Benoist Farms Rd., SR80 to Belvedere Rd.  
Project #: 2015509  
Change Order #: RSD #27 / PBC#15

We hereby request a Change Order for the following:

Slope Stabilization at Sta 140+32/\$126,667.90

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

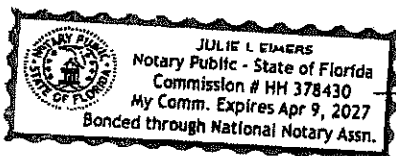
Rosso Site Development, Inc.

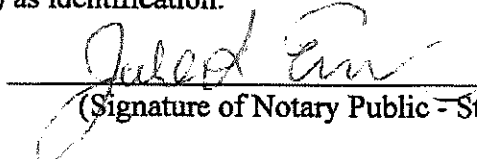
  
Contractor's Representative  
Blair Simpson-VP

1/14/25  
Date

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of Jan, 2025, by Blair Simpson  
as VP for Rosso Site Development, Inc., on  
(title) (name of corporation/company/partnership)  
behalf of the Corporation, who is ☒ personally known to me or has produced  
N/A type of identification) as identification.



  
(Signature of Notary Public - State of Florida)

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



**THE MAIN STREET AMERICA GROUP**

NGM Insurance Company • Old Dominion Insurance Company  
Main Street America Assurance Company • MSA Insurance Company  
Information Systems and Services Corporation

**SURETY RIDER**

It is understood and agreed that surety bond number 317787

with Rosso Site Development, Inc.

as principal

and Palm Beach County

as obligee is

hereby amended effective 01/13/2025 as follows:

Penal Sum of Bond amount has been increased from \$7,601,883.81 to \$7,728,551.71 as per

Change Orders added as of 01/13/2025.

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

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

Signed, Sealed and Dated this 13<sup>th</sup> day of January, 2025 .

Rosso Site Development, Inc.

*Principal*

By: 

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

By: 

*Lawrence Dwyer*  
*Attorney-in-Fact*

68-1082 (05/2006)

ATTACHMENT B (page 1 of 2)



NGM INSURANCE COMPANY  
A member of The Main Street America Group

# POWER OF ATTORNEY

06-03119405

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

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

does hereby make, constitute and appoint Lawrence T Dwyer-----

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

1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

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

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

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

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

*Kimberly K. Law*

Kimberly K. Law  
Vice President.

General Counsel and Secretary

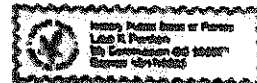


State of Florida.  
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

*Lawrence T. Dwyer*



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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

12<sup>th</sup> day of January, 2025.

*Nancy Giordano-Ramos*

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



ATTACHMENT B (page 2 of 2)

# OEBO SCHEDULE 1

CO #15

SOLICITATION/PROJECT/BID NAME: Benoist Farms Rd., S.R. 80 To Belvedere Rd.

SOLICITATION/PROJECT/BID NO.: 2015509

SOLICITATION OPENING/SUBMITTAL DATE: 8/16/2022

COUNTY DEPARTMENT: Engineering and Public Works Roadway Production

## 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: Rosso Site Development, Inc.

ADDRESS: 1302 S J Street, Lake Worth, Florida 33460

CONTACT PERSON: Blair Simpson

PHONE NO.: 561-689-0889

E-MAIL: Bsimpson@rossositedevelopment.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 36,431.62

\*SMBWBE 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. Rosso Site Development, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				36,431.62		
2. Anzac Contractors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				90,236.28		
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
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

126,667.90

Total Bid/Offer Price \$ 126,667.90

Total Certified S/M/WBE Participation \$ 0.00

I hereby certify that the above information is accurate to the best of my knowledge:

 Blair Simpson

VP

Title

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 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.

OEBO LETTER OF INTENT – SCHEDULE 2

CO # 15

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (or 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: 2015509

SOLICITATION/PROJECT NAME: Benoist Farms Rd

Prime Contractor: Rosso Site Development, Inc.

Subcontractor:

(Check box(s) 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):

Column 1

Column 2

Column 3

☒ Male ☒ Female

☐ African-American/Black ☐ Asian American ☒ Caucasian American

☐ Supplier

☐ Hispanic American ☐ Native American

**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
	Slope Stabilization at sta 140+32	1	LS		36,431.62

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: 36,431.62

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:

Rosso Site Development, Inc.

Print Name of Prime

By:

Authorized Signature

Blair Simpson

Print Name

VP

Title

Date: 1/14/2025

Rosso Site Development, Inc.

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

Blair Simpson

Print Name

VP

Title

Date: 1/14/2025

Revised 09/17/2019

ATTACHMENT C (page 2 of 3)

OEBO LETTER OF INTENT – SCHEDULE 2

C0#15

Any work scheduled to be performed between the Prime Contractor/consultant and a subcontractor/subconsultant and the work shall be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2 both parties recognize the document 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: **2015509**

SOLICITATION/PROJECT NAME: **Benoist Farms Rd**

Prime Contractor: **Rosso Site Development, Inc.** Subcontractor: **Anzac Contractors**

(Check box(s) 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):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

**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
	<b>Slope Stabilization at sta 140+32</b>	<b>1</b>	<b>LS</b>		<b>90,236.28</b>

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: **90,236.28**

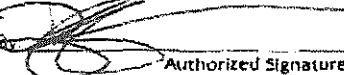
If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage:

**Rosso Site Development, Inc.**

Print Name of Prime

  
Authorized Signature

**Blair Simpson**

Print Name

**VP**

Title

Date: **1/14/2025**

**Anzac Contractors**

Print Name of Subcontractor/subconsultant

By:   
Authorized Signature

Print Name

**STEVEN R. MOORE**

Title

Date: **1/14/2025**

Revised 09/17/2019

ATTACHMENT "C" (page 3 of 3)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/23/2024

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 Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS: 053.certs@bbrown.com																									
<b>INSURED</b> Rosso Site Development Inc. 1302 South J Street Lake Worth FL 33460		<b>INSURER(S) AFFORDING COVERAGE</b> <table><tr><td>INSURER A:</td><td>The Travelers Indemnity Company</td><td>NAIC #</td><td>25658</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Company of America</td><td></td><td>25674</td></tr><tr><td>INSURER C:</td><td>American Interstate Insurance Company</td><td></td><td>12228</td></tr><tr><td>INSURER D:</td><td>Evanston Insurance Company</td><td></td><td>35378</td></tr><tr><td>INSURER E:</td><td>American Zurich Insurance Company</td><td></td><td>40142</td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	The Travelers Indemnity Company	NAIC #	25658	INSURER B:	Travelers Property Casualty Company of America		25674	INSURER C:	American Interstate Insurance Company		12228	INSURER D:	Evanston Insurance Company		35378	INSURER E:	American Zurich Insurance Company		40142	INSURER F:			
INSURER A:	The Travelers Indemnity Company	NAIC #	25658																								
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INSURER D:	Evanston Insurance Company		35378																								
INSURER E:	American Zurich Insurance Company		40142																								
INSURER F:																											

**COVERAGES**      **CERTIFICATE NUMBER:** 24/26 incl WC      **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 INSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DTC07P804611TIA24	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA7P837513	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUPA740654A2426	12/20/2024	11/30/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AWWCFL3331842025	01/15/2025	01/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractors Equipment including Scheduled Equipment			QT6606S731291TIL24	11/30/2024	11/30/2025	Scheduled Equipment Included Rented/Leased Equip. \$350,000

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

PBC Proj:2015509/RSD Project #:01-22018 Benoist Farms Rd, SR 80 to Belvedere Rd. Palm Beach County Board of County Commissioners, a Political subdivision of the State of Florida, its officers, employees are additional insured & waiver of subrogation with respect to General Liability if required by written contract.

<b>CERTIFICATE HOLDER</b>  Palm Beach County Engineering & Public Works (Benoist) 2300 N Jog Road Third Floor - West Wing West Palm Beach FL 33411	<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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ADDITIONAL REMARKS SCHEDULE

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Rosso Site Development Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25      FORM TITLE: Certificate of Liability Insurance: Notes

Company D-Evanston Insurance Company  
Policy Number: CPLMOL126172  
Policy Term: 09/09/2024-09/09/2025  
Pollution Liability  
\$3,000,000 Per Occurrence Limit  
\$5,000 Per Claim Deductible

Company E-American Zurich Insurance Company  
Policy Number: BR78127640  
Policy Term: 01/01/2025-01/01/2026  
Builders Risk-Spruce Ave & Pinewood Ave 13th to 21st St & 36th to 45th St  
\$656,274 All covered property at above location Limit  
\$1,500 Per Claim Deductible



# CERTIFICATE OF RESOLUTION

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

1. That the undersigned is the Vice President (insert title) of Rosso Site Development, Inc. (insert business name) a S Corp (insert business organization, i.e. corporation, LLC, LLP), organized and existing in good standing under the laws of the State of Florida (Firm), and that the following Resolutions are true and correct Resolutions adopted by the board of directors (insert form of management) of the Firm on the day of 13th day of July, 20 21, in accordance with the laws of the State of Florida (where Firm is organized) of the Firm, and by laws (governing documents) of the Firm.

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

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

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

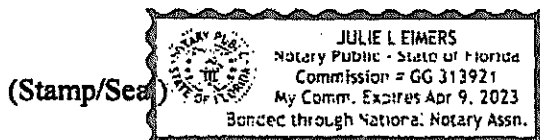
3. That the Firm is in good standing under the laws of the State of Florida or its state of formation, as provided above, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his/her hand and affixed the Seal of the Firm the 13th day of July, 20 21.

(Signature)  
(SEAL) Joseph Rosso II, President  
Print Name and Title

STATE OF FL  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of May, 20 22, by Joseph Rosso II (name) as President (title) for ROSSO Site Development (firm), on behalf of the (choose one) corporation / company / partnership, who is ☒ personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.



(Signature)  
Notary Signature  
Notary Public, State of FL  
JULIE L EIMERS  
Print Notary Name

Commission Number  
My Commission Expires 04-09-2023

CC-1

ATTACHMENT E (page 1 of 1)

## CHANGE ORDER HISTORY

PALM BEACH COUNTY PROJECT: Benoist Farms Road/SR80 to Belvedere Road; 2015509

PALM BEACH COUNTY PROJECT: Benoit Farms Road/SR80 to Belvedere Road; 2015509									
		COUNTY ENGINEER		C.R. COMMITTEE		TOTAL DEPT. & C.R.C. APPROVALS		BOARD OF CO. COMM.	
C.O. #	DATE APPROVED	AMOUNT	TIME	AMOUNT	TIME	AMOUNT	TIME	AMOUNT	TIME
1	8/24/2023	13,688.04	2						
2	8/30/2023	16,831.30	1						
3	12/5/2023	25,226.49	6						
4	12/11/2023	3,789.33	1						
5	3/19/2024	19,922.38	4						
6	3/19/2024	24,528.59	5						
7	4/1/2024	35,258.24	2						
8	6/5/2024			50,709.16	1				
9	6/20/2024	12,358.19	4						
10	9/25/2024			54,977.35	11				
11	11/4/2024	13,817.39	5						
12	12/4/2024			199,942.35	0				
13	1/15/2025			54,701.68	17				
14	2/5/2025			132,891.25	15				
15	Pending			126,667.90	21				
15	Pending Receive and File Board Item								
	TOTAL	165,419.95	30	619,889.69	65	785,309.64	95		
	CUMULATIVE TOTAL	165,419.95	30	619,889.69	65	785,309.64	95		
	As of PPM CW-F-050 Dated November 16, 2024	SINGLE AMT. \$100,000.00  MAX. TIME \$375,000.00 or 10% of contract When Change Orders exceed \$375,000.00 or 10% of contract, must submit a "Receive and File" to the BCC. 10% of this Contract is	MAX. TIME 180 DAYS  When Change Orders exceed 180 days, must submit a "Receive and File" to the BCC.	SINGLE AMT. \$200,000.00  MAX. AMT. \$375,000.00 or 10% of contract When Change Orders exceed \$375,000.00 or 10% of contract, must submit a "Receive and File" to the BCC. 10% of this Contract is	MAX. TIME 180 DAYS  When Change Orders exceed 180 days, must submit a "Receive and File" to the BCC.	MAXIMUM CUMULATIVE CO  ENG. & C.R.C. \$375,000.00 or 10% of contract  When Change Orders exceed \$375,000.00 or 10% of contract, must submit a "Receive and File" to the BCC. 10% of this Contract is	MAX. CUM. CO  ENG. & C.R.C. 180 DAYS  When Change Order exceeds 180 days, must submit a "Receive and File" to the BCC	OVER \$200,000.00	OVER 180 DAYS

ATTACHMENT E (page 1 of 1)