

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date:	July 8, 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 approve: Change Order No. 4 in the amount of \$534,763.09 and a retroactive time extension of 230 days to the contract dated April 4, 2023 (R2023-0386) (Contract) with Bergeron Land Development, Inc. (BLD) for Lawrence Road, south of Ponza Place to Lantana Road (Project).

**SUMMARY:** In accordance with Contract Specifications 4-3.2.1, 5-12, and 8-7.3.2, approval of Change Order No. 4 will grant a retroactive time extension and compensation to BLD for delays caused by the untimely relocation of existing concrete poles and overhead wires by Florida Power and Light Company (FPL), which conflicted with the planned drainage installation along the south side of Lantana Road. BLD issued a notice of delay to Palm Beach County (County) on March 2, 2024, citing the FPL utility relocations as the cause, and work at this location could not resume until November 6, 2024. The delay conditions were investigated, and it was determined that the resulting increase in time and cost for performing the controlling item of work was beyond the control of BLD. Pursuant to Contract Specifications 4-3.2 and 8-7.3.2, staff recommends approval for equitable adjustment of monetary compensation and Contract time, under such circumstances. Throughout this period, BLD dedicated significant time and resources engaging with FPL and the County, to facilitate the advancement of the relocation work. In addition, BLD deviated from their submitted Project schedule to avoid any further delays by working out of sequence. Per PPM CW-F-050, this Change Order exceeds the threshold of \$200,000 and allowable time extensions relating to staff approvals of change orders to contracts and requires approval by the Board of County Commissioners (BCC). Approval of Change Order No. 4 will provide a 230-day retroactive Contract time extension, and compensate BLD \$534,763.09 for both direct and indirect costs incurred, due to the delay caused by FPL relocating its utilities. The Contract was approved on April 4, 2023, in the amount of \$7,659,014.25. Previous change orders totaling \$101,772.70, including Change Order No. 4, bring the total Contract amount to \$8,295,550.04. With approval of the retroactive time extension associated with this Change Order, the new revised completion deadline is April 16, 2025. Work is still ongoing for this Project, and additional change orders for Contract time and monetary adjustments are still being negotiated.

This Contract was presented to the Goal Setting Committee on September 9, 2022, and the Committee established an Affirmative Procurement Initiative (API) of a 15% minimum mandatory Small Business Enterprise (SBE) participation. BLD committed to 17.75% SBE participation for the Contract. The proposed SBE participation for Change Order No. 4 is 0%. To date, the overall SBE participation achieved on this Contract is 9.11%. BLD expects to meet their SBE commitment by the end of construction. This contract is subject to emergency ordinance R2025-014 approved by the BCC on June 3, 2025. District 2 (YBH)

**Background and Justification:**  
After reviewing Change Order No. 4 and finding it to be in proper order, the Engineering and Public Works Department recommends approval by the BCC.

- Attachments:**
- 1. Location Map
  - 2. Change Order No. 4 with Exhibits A, B, C, D, and E

	Recommended by: _____	12 JUNE 2025
	YBH/TEL _____ County Engineer	Date
	Approved by: _____	6/24/25
	Deputy County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$534,764	-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	\$534,764	-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: 3504 DEPT: 361 UNIT: 1437 OBJECT: 6551

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

Road Impact Fee Zone 4/Lantana Rd. and Lawrence Rd. Intersection

**Fiscal Note:** Change Order No. 4 in the amount of \$534,763.09 and a retroactive time extension of 230 days to the contract dated April 4, 2023 (R2023-0386) (Contract) with Bergeron Land Development, Inc. (BLD) for Lawrence Road, south of Ponza Place to Lantana Road (Project).

### Impact Fee Project Description:

This change order is to grant a retroactive time extension and compensation for delays caused by the untimely relocation of existing utilities by Florida Power and Light Company (FPL) during construction. The project includes widening the road for an additional through lane and a turn lane which will allow for additional capacity needed to serve new development within Impact Fee Zone 4. Use of Impact Fees is in accordance with Article 13, Chapter H, Section 4 of the ULDC.

### C. Departmental Fiscal Review:

Danny Ramaleigh

## III. REVIEW COMMENTS

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

Lisa M. ... 6/4/2025  
MO 6/4 OFMB 5/19/25 QA 6/14

Brandy ... 6/4/25  
Contract Dev. and Control 26 6/9/25

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

MBH 6/22/25  
Assistant County Attorney

### C. Other Department Review:

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

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

## PROJECT LOCATION

LAWRENCE ROAD , SOUTH OF PONZA PLACE TO LANTANA ROAD

Palm Beach County Project #2014506



ATTACHMENT 1



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

25.298

REQUEST:

- ☐ WORK ORDER NO. \_\_\_\_\_  
☐ NEW AUTHORIZATION  
☒ CHANGE ORDER NO. 4  
☐ SUPPLEMENTAL NO. \_\_\_\_\_  
☐ OTHER: \_\_\_\_\_

REQUESTING DIVISION:

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

INFORMATION:

DATE: April 16, 2025  
REQUESTOR: David West  
COMMISSION DISTRICT NO: 2  
RESOLUTION NO: R2023-0386  
PBC PO NUMBER: \_\_\_\_\_

PROJECT LOCATION/LIMITS: Lawrence Road, south of Ponza Place to Lantana Road

PROJECT NUMBER: 2014506

CONTRACT NO: 2014506

BUDGET LINE ITEM: 3504-361-1437-6551

CONTRACT DATE: April 4, 2023

CONTRACTOR/CONSULTANT/VENDOR: Bergeron Land Development, Inc.

VENDOR:

CONTACT: Sean Nicholl

CONTACT PHONE NUMBER: 954-740-1293

Details: Change Order 4 is to compensate Bergeron Land Development Inc. for work impacted due to untimely relocation of existing concrete poles and overhead wires by Florida Power and Light Company (FPL), which conflicted with the planned drainage installation along the south side of Lantana Road between stations 195+00 and 200+00. The delay conditions were investigated, and it was determined that the resulting increase in time and cost for performing the controlling item of work was beyond BLD's control. Pursuant Contract Specifications 4-3.2 and 8-7.3.2, staff recommends approval for equitable adjustment of monetary compensation and Contract time, under such circumstances.

Extend Contract time 230 days.

*This Contract, including all Schedules, Forms, and attachments, is subject to the County Emergency Ordinance 2025-014, approved by the BCC on June 3, 2025. As a result, the M/WBE participation will not be enforced.*

Exhibit "A" – Change Order Details

Exhibit "B" – Bond Rider

Exhibit "C" – EBO Schedules

Exhibit "D" – Certificate of Insurance

Exhibit "E" – Certificate of Resolution or Sunbiz

Exhibit "F" – Change Order History

The total amount of this request, per the attached documentation, is not to exceed \$534,763.09

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was 17.75 %.

The estimated SBE participation for this request is 0 %.

The cumulative SBE participation to date for this contract including this request is: 9.11 %.

~~The Minority/Women Owned Business Enterprise (M/WBE) for this contract is 3 %.~~

~~The estimated M/WBE participation for this request is 0 %.~~

~~The cumulative M/WBE participation to date for this Contract including this request is 0 %.~~

Palm Beach County Engineering and Public Works Contact:

Albert W. Hoffman  
Name

Director, Construction Coordination  
Title

561-684-4180  
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

ENGINEER OF RECORD (if applicable)

Signature

Date

Print Name and Title

PALM BEACH COUNTY APPROVALS

Division Approval

Date

Deputy County Engineer

Date

BOARD APPROVAL? YES

Date: July 8, 2025

Budget Approval

Date

PBC Board of Co. Commissioner

Date

ATTEST:

Joseph Abruzzo,  
Clerk of the Circuit Court  
& Comptroller

(Deputy Clerk)

Date

Approved as to Form and Legal  
Sufficiency:

(County Attorney)

Date

CHANGE ORDER

☐ Owner Initiated

☒ Differing Site Conditions

☐ Zoning/Code/Ordinance Changes

☐ Errors/Omissions/In Design

☐ Quantity Overruns/Underruns

☐ Request By Another Agency/Outside Party:

☐ A. Reimbursable

☐ B. Non-Reimbursable

Other:

PROJECT: Lawrence Road, south of Ponza Place to Lantana Road

TO: Contractor: Bergeron Land Development, Inc.

CHANGE ORDER NO: 4 (Four)

COUNTY PROJECT NO: 2014506

CONTRACT DATE: April 4, 2023

RESOLUTION NO: R2023-0386

DISTRICT NO: 2

You are directed to make the following changes in this Contract:  
Specification 8-7.3.2 "Contract Time Extensions", 4-3.2.1 "Allowable Costs for Extra Work" and 5-12 "Claims by Contractor": Change Order 4 is to compensate Bergeron Land Development Inc. for work impacted due to untimely relocation of existing concrete poles and overhead wires by Florida Power and Light Company (FPL), which conflicted with the planned drainage installation along the south side of Lantana Road between stations 195+00 and 200+00. BLD issued a Notice of delay to the County on March 2, 2024, stating that utility relocations in this area are now delaying project progress. Work at this project location did not resume until November 6, 2024. The delay conditions were investigated, and it was determined that the resulting increase in time and cost for performing the controlling item of work was beyond BLD's control. Pursuant Contract Specifications 4-3.2 and 8-7.3.2, staff recommends approval for equitable adjustment of monetary compensation and Contract time, under such circumstances. Throughout this period, BLD has actively engaged with FPL and PBC to facilitate the advancement of relocation work, dedicating significant time and resources to meetings and correspondence. In addition BLD deviated from their submitted project schedule to avoid any further delays by working out of sequence.

Extend Contract time 230 days.

Lump Sum Total \$534,763.09

The original Contract Sum was	\$ 7,659,014.25
Net change by previous Change Orders	\$ 101,772.70
The Contract Sum prior to this Change Order was	\$ 7,760,786.95
The Contract Sum will be <b>increased</b> by this Change Order	\$ 534,763.09
The new Contract Sum including this Change Order will be	\$ 8,295,550.04
The Contract Time will be <b>increased</b> by.	( 230 ) Days
The Date of Completion including this Change Order therefore is	04/16/2025

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.

Bergeron Land Development, Inc.  
CONTRACTOR

19617 SW 69<sup>TH</sup> Place  
Address  
 Ft. Lauderdale, FL 33332

NAME: Brian Lascaris

SIGNATURE: [Signature]

TITLE: Vice President

DATE: 5/7/25

Certified Request for Equitable Adjustment

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

Name of Project: Lawrence Road, South of Ponza Place to Lantana Road  
Project #: 2014506  
Change Order #: Four (4)

We hereby request a Change Order for the following:

See change order four for additional \$534,763.09 and 230 additional calendar days due to FPL delay top critical work.

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

[Signature]  
Contractor's Representative

2/12/25  
Date

Brian Lardis  
Print Name

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of February, 2025, by Brian Lardis as Vice President for Bergeron Land Development, Inc., on behalf (title of officer/member/partner) (name of corporation/company/partnership) of the \_\_\_\_\_, who is ☒ personally known to me or has [choose one] corporation company/partnership produced \_\_\_\_\_ (type of identification) as identification.

[Signature]  
(Signature of Notary Public - State of Florida)

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



### Cost Proposal 20 - Compensable Time - FPL Delay



### Owner Information - Palm Beach County

Name	<u>Dave West</u>
Address	<u>2300 N. Jog Road</u>
City, State ZIP	<u>West Palm Beach, FL 33411</u>
Phone	<u>561-684-4180</u>
Email	<u>dwest@pbcgov.org</u>
Project name	<u>Lawrence Road</u>

## Contractor Information

Company	<u>Bergeron Land Development Inc.</u>
Name	<u>Sean Nicholl, P.E.</u>
Address	<u>19612 SW 69th Place</u>
City, State ZIP	<u>Fort Lauderdale, FL 33332</u>
Phone	<u>954-218-7875</u>
Email	<u>snicholl@bergeroninc.com</u>
Payment Terms	<u>Contract</u>

## Scope of Work

Compensation for 230 day delay due to FPL.

<b>Compensable Time</b>	<b>\$1,678.69</b>
<b>MOT Daily Rate</b>	<b>\$656.52</b>
<b>Total</b>	<b>\$534,763.09</b>

## Notes

230 calendar days requested additional time. 229 days compensable time.

## Company Proposal

Please find enclosed Bergeron Land Development's (Bergeron) price to complete the scope listed above:

**Sean R Nicholl** Digitally signed by Sean R Nicholl  
DN: cn=Sean R Nicholl,  
c=Canada, email=AD1410C00000188FE2F901A00047108,  
o=BERGIERON LAND DEVELOPMENT INC, ou=LS,  
serial=2024, +cell:+1416-469-16-6090

Submitted by (Company Name) **Representative**

11/22/2024  
Date

## Owner Acceptance

Submitted by (authorized representative)

Date \_\_\_\_\_

Cost Breakdown

Cost Proposal 20 - Compensable Time - FPL Delay					
Pay Item	ITEM DESCRIPTION	UNIT	QTY	PRICE	Total
Work Items					
Pay Item	Description	Unit	QTY	Rate	Total
N/A	Compensable Time Daily Rate	ED	229	\$1,678.69	\$384,420.01
N/A	MOT Daily Rate	ED	229	\$656.52	\$150,343.08
					\$0.00
				TOTAL	\$534,763.09



11/7/2024  
3/2/2024  
250

holidays  
memorial c 5/27/2024 3-days  
4-Jul 7/4/2024 1-day  
day after 7/5/2024 1-day  
labor day 9/2/2024 4-days

weather days  
10/9/2024 hurricane SOE  
10/8/2024 hurricane SOE  
10/7/2024 1/2 day  
9/26/2024  
8/6/2024  
7/22/2024  
6/14/2024  
6/13/2024  
6/12/2024  
6/11/2024  
3/22/2024  
3/6/2024

250 days                      9 holidays                      12 rain                      229 days comp



11/22/2024

Palm Beach County  
Engineering and Public Works – Construction Coordination  
2300 N. Jog Road  
West Palm Beach, FL 33411

ATTN: Dave West, Chief Construction Coordinator

RE: Lawrence Rd., South of Ponza Place to Lantana Road  
PBC Project No. 2014506

**Re: Compensable Time Schedule Narrative and Time Extension Request**

Bergeron Land Development (Bergeron) respectfully requests compensable time beginning March 2, 2024. On this date, the critical path of the project was impacted due to continuous delays caused by Florida Power & Light (FPL) in completing necessary utility relocation work. This relocation directly conflicted with the proposed drainage installation along Lantana Road between stations 195+00 and 200+00. Bergeron issued a Notice of Delay to the County on July 28, 2023, citing that utility relocations in this area would impede project progress. This notice is referenced in Exhibit A. More specifically, when Bergeron was unable to start the scheduled work item A1520 *Drainage – Lantana Road*, which was the following critical path item for drainage work, schedule ID A1430 *E. Rdwy. STA 72+00 to 82+00*. Given Bergeron had not been able to start this work this delay has persisted since March 2, 2024, and was finally cleared on November 6, 2024 when Bergeron and their subcontractor were able to set up MOT and start the drainage work. The March Schedule Update and Critical Path Update, reflecting this delay, are provided in the attached Exhibit B and Exhibit C, respectively.

Throughout this period, Bergeron has actively engaged with FPL to facilitate the advancement of their work, dedicating significant time and resources to meetings and correspondence. Despite these efforts, FPL has repeatedly failed to meet the completion dates they have provided, resulting in ongoing delays. As of now, these delays have accrued to 250 days, significantly affecting the overall project timeline. Excluding weather days(11.5) and holidays(9) from this period we are requesting a time extension of 230 days and compensation per specifications as well as compensation for additional daily maintenance of traffic for 229 days rounding down from the half day weather day that was granted. A summary of the additional costs incurred, in accordance with project specifications and standards, is detailed below and in Exhibit D. We appreciate the County's assistance and cooperation in addressing these delays and reviewing the attached supporting documentation.

Total Delay: 230 days  
Compensable Time 229 days at \$1,678.69/day = \$384,420.01  
MOT Rate 229 days at \$656.52/day = \$150,343.08

Feel free to contact me with any questions or comments.  
Sincerely,

Sean R Nicholl

Digitally signed by Sean R Nicholl  
DN: cn=Sean R Nicholl,  
ou=Bergeron Land Development Inc, ou=Engineering and Public Works,  
email=sean@bergeronland.com, c=US

Sean Nicholl, P.E.  
Project Manager  
Bergeron Land Development Inc.

CC: Albert Hoffman, PBC

**Bergeron Land Development Inc.**  
19612 SW 69<sup>th</sup> Place  
Ft. Lauderdale, FL 33332  
Phone: (954) 680-6100



EXHIBIT A

**Bergeron Land Development Inc.**  
19612 SW 69<sup>th</sup> Place  
Ft. Lauderdale, FL 33332  
Phone: (954) 680-6100



7/28/2023

Letter No. 001

Palm Beach County  
Engineering and Public Works – Construction Coordination  
2300 N. Jog Road  
West Palm Beach, FL 33411

ATTN: Patrick Ayala  
Chief Construction Coordinator

RE: Lawrence Rd., South of Ponza Place to Lantana Road  
PBC Project No. 2014506  
**Re: 120 Day completion of Span-wire Traffic Signal and Utility Delays**

Please accept this letter as Bergeron Land Development's (Bergeron) notice of intent to pursue time associated with the utility delays currently on-going on the abovementioned project. Per the original schedule provided by Bergeron at the preconstruction meeting, it was our intent to begin the project on Lantana road while simultaneously performing the watermain work. Bergeron is also requesting that the County acknowledges the statement on TSP-7 regarding completion of the span wire traffic signal being completed within 120 days is no longer applicable.

Sincerely,

Sean R Nicholl



Sean Nicholl, P.E.  
Project Manager  
Bergeron Land Development Inc.

CC:  
Brian Landis, Bergeron

**Bergeron Land Development Inc.**  
19612 SW 69<sup>th</sup> Place  
Ft. Lauderdale, FL 33332  
Phone: (954) 680-6100

**Sean Nicholl**

---

**From:** Sean Nicholl  
**Sent:** Friday, July 28, 2023 3:46 PM  
**To:** Patricio Ayala  
**Cc:** Brian Landis  
**Subject:** Lawrence Road - Utility Delay Letter  
**Attachments:** NOI\_Contract Time for Utility Delays.pdf

Patrick,

As discussed in the kickoff meeting last week, see attached letter regarding ongoing utility work. Should you have any questions feel free to contact me.

**Thank You,**

***Sean Nicholl, P.E.***  
**Project Manager**

**Bergeron Land Development, Inc.**  
**19612 SW 69<sup>th</sup> Place, Ft. Lauderdale FL 33332**  
**Cell: (954) 740-1293**  
**Email: [SNicholl@bergeroninc.com](mailto:SNicholl@bergeroninc.com)**  
**[www.bergeronlanddev.com](http://www.bergeronlanddev.com)**





Exhibit B – 3/31/24 Schedule Update

**Bergeron Land Development Inc.**  
19612 SW 69<sup>th</sup> Place  
Ft. Lauderdale, FL 33332  
Phone: (954) 680-6100

## LAND DEVELOPMENT, INC.

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## Lawrence Road - March 2024 Schedule Update

EXHIBIT A (Page 1 of 3)

## LAND DEVELOPMENT, INC.

[illegible]





ID	Name	Type	Planned Duration	Remaining Duration	Actual Start	Actual Finish	Early Start	Late Finish	Total Float	2024												2025												2026												2027																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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Lawrence Road - March 2024 Schedule Update

EXHIBIT 11 (page 13 of 35)

## LAND DEVELOPMENT, INC.

2024																2025																2026																2027															
Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4																																
F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M																								
W. Side of Lawrence Road STA 80+60 to 62+40 - W. Side of Lawrence Road S																																																															
existing concrete sidewalk																																																															
header curb at Ponza Place																																																															
bankment																																																															
grade																																																															
Base Course																																																															
Curb and Gutter																																																															
Sidewalk																																																															
W. Side of Lawrence Road Closeout - W. Side of Lawrence Road Closeout																																																															
Pave W. Side Widening 1.5" Structural Course																																																															
E. Side of Lawrence Road STA 62+40 to 80+60 - E. Side of Lawrence Road S																																																															
remove existing asphalt sidewalk																																																															
remove existing concrete sidewalk																																																															
Relocate Mailbox RT STA 72+00																																																															
Relocate Mailbox RT STA 79+00																																																															
Embankment																																																															
Subgrade																																																															
Base Course																																																															
Curb and Gutter																																																															
Sidewalk																																																															
E. Side of Lawrence Road STA 80+60 to 90+60 - E. Side of Lawrence Road																																																															
remove existing concrete sidewalk																																																															
Relocate Mailbox RT STA 86+60																																																															
Relocate Mailbox RT STA 87+40																																																															
Embankment																																																															
Subgrade																																																															
Base Course																																																															
Curb and Gutter																																																															
Sidewalk																																																															
E. Side of Lawrence Road STA 90+60 to 100+60 - E. Side of Lawrence Road																																																															
Remove existing concrete sidewalk and asphalt sidewalk																																																															
Remove existing curb																																																															
Remove existing guardrail																																																															
Embankment																																																															
Subgrade																																																															
Base Course																																																															
Curb and Gutter																																																															
Sidewalk																																																															
Install Guiderail on back of sidewalk																																																															
Install Guardrail																																																															
E. Side of Lawrence Road Closeout - E. Side of Lawrence Road Closeout																																																															
Pave E. Side Widening 1.5" Structural Course																																																															
Lawrence Road Closeout - Lawrence Road Closeout																																																															
Mill and Resurface and Place Friction over Widening																																																															
Signalization - Signalization																																																															

EXHIBIT 11 (page 11)



ID	Name	Type	Planned Duration	Remaining Duration	Actual Start	Actual Finish	Early Start	Late Finish	Total Float	Gantt Chart																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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Exhibit C – 3/31/24 Critical Path Schedule Update

**Bergeron Land Development Inc.**  
19612 SW 69<sup>th</sup> Place  
Ft. Lauderdale, FL 33332  
Phone: (954) 680-6100

Lawrence Road - March 2024 Update - Critical Path



								2024												2025											
ID	Name	Start	Finish	Total Float	Planned Duration	Remaining Duration	Late Start	Q1			Q2			Q3			Q4			Q1			Q2			Q3			Q4		
								F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J
A2000	Driveway STA 96+11 L16 Canal Ease...	7/12/24	7/12/24	-74d	1d	1d	4/1/24																								
A2010	Driveway STA 95+25.3	7/15/24	7/15/24	-74d	1d	1d	4/2/24																								
A2020	Driveway STA 94+16.83	7/16/24	7/16/24	-74d	1d	1d	4/3/24																								
A2030	Driveway STA 92+54 Montessori Sc...	7/17/24	7/17/24	-74d	1d	1d	4/4/24																								
A2040	Driveway STA 91+77 Montessori Sc...	7/18/24	7/18/24	-74d	1d	1d	4/5/24																								
W. Side of Lawrence Road STA 90+60 to 80+60 - W. Sid...		10/4/23	7/11/24	-68d	3d	0d	4/5/24																								
A2120	Base Course	10/4/23	7/11/24	-68d	3d	0d	4/5/24																								
W. Side of Lawrence Road STA 80+60 to 62+40 - W. Sid...		10/5/23	7/11/24	-68d	3d	0d	4/5/24																								
A2210	Base Course	10/5/23	7/11/24	-68d	3d	0d	4/5/24																								
W. Side of Lawrence Road Closeout - W. Side of Lawrenc...		7/19/24	7/23/24	-74d	3d	3d	4/8/24																								
A2850	Pave W. Side Widening 1.5" Structur...	7/19/24	7/23/24	-74d	3d	3d	4/8/24																								
E. Side of Lawrence Road STA 62+40 to 80+60 - E. Side ...		1/25/24	8/13/24	-74d	60d	14d	4/11/24																								
A2290	Relocate Mailbox RT STA 72+00	7/24/24	7/24/24	-74d	1d	1d	4/11/24																								
A2300	Relocate Mailbox RT STA 79+00	7/25/24	7/25/24	-74d	1d	1d	4/12/24																								
A2330	Base Course	1/25/24	7/30/24	-74d	3d	2d	4/15/24																								
A2340	Curb and Gutter	7/30/24	8/6/24	-74d	5d	5d	4/17/24																								
A2350	Sidewalk	8/6/24	8/13/24	-74d	5d	5d	4/24/24																								
E. Side of Lawrence Road STA 80+60 to 90+60 - E. Side ...		3/19/24	9/11/24	-74d	33d	21d	5/1/24																								
A2400	Relocate Mailbox RT STA 86+60	8/13/24	8/14/24	-74d	1d	1d	5/1/24																								
A241	Relocate Mailbox RT STA 87+40	8/14/24	8/15/24	-74d	1d	1d	5/2/24																								
A2420	Embankment	3/19/24	8/20/24	-74d	3d	3d	5/3/24																								
A2430	Subgrade	3/19/24	8/23/24	-74d	3d	3d	5/8/24																								
A2440	Base Course	3/19/24	8/28/24	-74d	3d	3d	5/13/24																								
A2450	Curb and Gutter	8/28/24	9/4/24	-74d	5d	5d	5/16/24																								
A2460	Sidewalk	9/4/24	9/11/24	-74d	5d	5d	5/23/24																								
E. Side of Lawrence Road STA 90+60 to 100+60 - E. Sid...		9/11/24	10/29/24	-74d	34d	34d	5/30/24																								
A2500	Remove existing concrete sidewalk a...	9/11/24	9/18/24	-74d	5d	5d	5/30/24																								
A2510	Remove existing curb	9/18/24	9/19/24	-74d	1d	1d	6/6/24																								
A2530	Embankment	9/19/24	9/24/24	-74d	3d	3d	6/7/24																								
A2540	Subgrade	9/24/24	9/27/24	-74d	3d	3d	6/12/24																								
A2550	Base Course	9/27/24	10/2/24	-74d	3d	3d	6/17/24																								
A2560	Curb and Gutter	10/2/24	10/9/24	-74d	5d	5d	6/20/24																								
A2570	Sidewalk	10/9/24	10/16/24	-74d	5d	5d	6/27/24																								
A2580	Install Guiderail on back of sidewalk	10/16/24	10/23/24	-74d	5d	5d	7/4/24																								
A2590	Install Guardrail	10/23/24	10/29/24	-74d	4d	4d	7/11/24																								
E. Side of Lawrence Road Closeout - E. Side of Lawrence...		10/29/24	11/5/24	-74d	5d	5d	7/17/24																								
A2860	Pave E. Side Widening 1.5" Structura...	10/29/24	11/5/24	-74d	5d	5d	7/17/24																								
Lawrence Road Closeout - Lawrence Road Closeout		11/5/24	11/12/24	-74d	5d	5d	7/24/24																								
A2870	Mill and Resurface and Place Frictio...	11/5/24	11/12/24	-74d	5d	5d	7/24/24																								
Lawrence Road - March 2024 Update - Critical Path																															

**BERGERON**  
LAND DEVELOPMENT, INC.  
Exhibit D

**Bergeron Land Development Inc.**  
19612 SW 69<sup>th</sup> Place  
Ft. Lauderdale, FL 33332  
Phone: (954) 680-6100

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## COMPENSABLE TIME SPECIFICATION



by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

**4-3.2 Increase, Decrease or Alteration in the Work:** The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

**4-3.2.1 Allowable Costs for Extra Work:** The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. **Labor and Burden:** The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen



actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager’s position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor’s actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida’s rate
Insurance*	Actual
* Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

- a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
- b. Actual Rate for items listed in Table 4-1,
- c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter

set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

- a. Allowable Hourly Equipment Rate = Monthly  
Rate/176 x Adjustment Factors x 100%.
- b. Allowable Hourly Operating Cost = Hourly Operating  
Cost x 100%.
- c. Allowable Rate Per Hour = Allowable Hourly  
Equipment Rate + Allowable Hourly Operating Cost.
- d. Standby Rate = Allowable Hourly Equipment  
Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

- a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

A	Original Contract Amount	=	\$7,659,014.25
B	Original Contract Time	=	365
C	8%	=	0.08
D	Average Overhead Per Day	=	\$1,678.69

Where A = Original Contract Amount  
B = Original Contract Time  
C = 8%  
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, for (a) or (b) above, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

**4-3.2.2 Subcontracted Work:** Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

A	Original Contract Amount	=	\$7,659,014.25
B	Original Contract Time	=	365
C	8%	=	0.08
D	Average Overhead Per Day	=	\$1,678.69

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount  
B = Original Contract Time  
C = 8%  
D = Average Overhead Per Day

MOT DAY RATE CALCULATION

Original MOT Bid Item	=	\$380,391.57
Applicable MOT Cost From Bid Item	=	\$239,629.00
Original Contract Time	=	365
Average MOT Per Day	=	\$656.52

Cost Breakdown

Cost Proposal 20 - Compensable Time - FPL Delay					
Pay Item	ITEM DESCRIPTION	UNIT	QTY	PRICE	Total
Work Items					
Pay Item	Description	Unit	QTY	Rate	Total
N/A	Compensable Time Daily Rate	ED	229	\$1,678.69	\$384,420.01
N/A	MOT Daily Rate	ED	229	\$656.52	\$150,343.08
					\$0.00
				TOTAL	\$534,763.09

ATTSA Advanced Supervisor	HR	2	\$ 77.58	\$ 155.16	
MOT Foreman	HR	4	\$ 36.97	\$ 147.88	
Labor	HR	4	\$ 28.39	\$ 113.56	
Labor	HR	4	\$ 28.39	\$ 113.56	
Crew Truck	HR	4	\$ 21.53	\$ 86.12	
				\$ 616.28	Subtotal
				\$ 724.13	17.5% M/U
Crew time based on 5 day work week				\$ 734.99	1.5% Bond

Crew time for 5 day work week spread ver a 7 day calendar week	\$ 524.99
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MOT Devices	ED	1	\$ 117.09	\$ 117.09	AVG daily cost of last two invoices after original contract time
				\$ 117.09	Subtotal
				\$ 128.80	10% M/U
				\$ 130.73	1.5% Bond
				\$ 655.72	AVG Daily MOT Cost



**Bob's BARRICADES, INC.**

MAIN OFFICE: 921 SHOTGUN ROAD / SUNRISE, FL 33326  
TELEPHONE: (954) 423-2627

*Barricades, Signs, Cones, and other Safety Equipment*  
*Target Arrows, Message Boards*  
*Rentals - Sales - Service*

REFER TO INVOICE  
**G941697**

FT. LAUDERDALE  
EXECUTIVE OFFICE 954-423-2627  
TOLL FREE 800-432-5031  
DELRAY 561-272-8487  
FT. LAUDERDALE 954-525-6736  
FT. MYERS 239-656-1183  
GAINESVILLE 352-375-8140  
JACKSONVILLE 904-396-5121  
MIAMI 305-654-0076  
ORLANDO 407-855-7186  
TALLAHASSEE 850-575-7800  
TAMPA 813-886-0518  
WEST PALM BEACH 561-585-4861  
KINGMAN ARIZONA 928-757-5380  
PHOENIX, ARIZONA 602-272-3434

BER007/ 200012  
BERGERON LAND DEVELOPMENT INC.  
19612 S.W. 69th PLACE  
SNicholl@bergeroninc.com  
PEMBROKE PINES, FL 33332

OPEN

PLEASE CHECK YOUR JOB STATUS		INVOICE DATE 09/20/2024	BRANCH Delray	BILLING PERIOD 08/21/24 TO 09/20/24		TERMS: NET 10 DAYS	
PURCHASE ORDER NO.		JOB NO.	JOB ADDRESS		LAWRENCE RD S/O LANTANA RD		
ITEM	10H HI TAPE PLASTIC BARREL ONLY	10HS HI TAPE PLASTIC BARREL W/STEADY BUR	15H TYPE II BARRICADE HI TAPE	2F FLASHER LIGHT ONLY	5H HI TAPE CLASS II CORRAL ONLY	6H SMALL HI TAPE SIGN ONLY	6HB SMALL HI TAPE SIGNS ON BARRICADE
BEGQTY	19	100	4	6	18	11	71
08/21/24	19	100	4	6	18	11	71
08/22/24	19	100	4	6	18	11	71
08/23/24	19	100	4	6	18	11	71
08/24/24	19	100	4	6	18	11	71
08/25/24	19	100	4	6	18	11	71
08/26/24	19	100	4	6	18	11	71
08/27/24	19	100	4	6	18	11	71
08/28/24	19	100	4	6	18	11	71
08/29/24	19	100	4	6	18	11	71
08/30/24	19	100	4	6	18	11	71
08/31/24	19	100	4	6	18	11	71
09/01/24	19	100	4	6	18	11	71
09/02/24	19	100	4	6	18	11	71
09/03/24	19	100	4	6	18	11	71
09/04/24	19	100	4	6	18	11	71
09/05/24	19	100	4	6	18	11	71
09/06/24	19	100	4	6	18	11	71
09/07/24	19	100	4	6	18	11	71
09/08/24	19	100	4	6	18	11	71
09/09/24	19	100	4	6	18	11	71
09/10/24	19	100	4	6	18	11	71
09/11/24	19	100	4	6	18	11	71
09/12/24	19	100	4	6	18	11	71
09/13/24	19	100	4	6	18	11	71
09/14/24	19	100	4	6	18	11	71
09/15/24	19	100	4	6	18	11	71
09/16/24	19	100	4	6	18	11	71
09/17/24	19	100	4	6	18	11	71
09/18/24	19	100	4	6	18	11	71
09/19/24	19	100	4	6	18	11	71
09/20/24	19	100	4	6	18	11	71
TOTQTY	589.00	3,100.00	124.00	186.00	558.00	341.00	2,201.00
PRICE	\$ 0.09	\$ 0.09	\$ 0.09	\$ 0.00	\$ 0.22	\$ 0.19	\$ 0.19
EXTPRICE	\$ 53.01	\$ 279.00	\$ 11.16	\$ 0.00	\$ 122.76	\$ 64.79	\$ 418.19

PLEASE PAY FROM THIS INVOICE

SUB TOTAL	
TAX	
TOTAL	

REMIT TO: PO BOX 526827 Miami, FL 33152-68027  
For Payments by ACH or Wire, please call (954)423-2627 ext 118

SEE REVERSE FOR ITEM DESCRIPTIONS  
TERMS AND CONDITIONS





**Bob's BARRICADES, INC.**

MAIN OFFICE: 921 SHOTGUN ROAD / SUNRISE, FL 33326  
TELEPHONE: (954) 423-2627

*Barricades, Signs, Cones, and other Safety Equipment  
Target Arrows, Message Boards  
Rentals - Sales - Service*

REFER TO INVOICE  
**G941697**

FT. LAUDERDALE 954-423-2627  
EXECUTIVE OFFICE 800-432-5031  
TOLL FREE  
DELRAY 561-272-8487  
FT. LAUDERDALE 954-525-6736  
FT. MYERS 239-656-1183  
GAINESVILLE 352-375-8140  
JACKSONVILLE 904-396-5121  
MIAMI 305-654-0076  
ORLANDO 407-855-7186  
TALLAHASSEE 850-575-7800  
TAMPA 813-886-0518  
WEST PALM BEACH 561-585-4861  
KINGMAN ARIZONA 928-757-5380  
PHOENIX, ARIZONA 602-272-3434

BER007/ 200012  
BERGERON LAND DEVELOPMENT INC.  
19612 S.W. 69th PLACE  
SNicholl@bergeroninc.com  
PEMBROKE PINES, FL 33332

OPEN

PLEASE CHECK YOUR JOB STATUS		INVOICE DATE 09/20/2024	BRANCH Delray	BILLING PERIOD 08/21/24 TO 09/20/24		TERMS: NET 10 DAYS	
PURCHASE ORDER NO.		JOB NO.	JOB ADDRESS LAWRENCE RD S/O LANTANA RD				
ITEM	6HM SMALL HI TAPE SIGN MOUNTED	6HP 6 HI Pw Sign	7H LARGE HI TAPE SIGN ONLY	7HA LARGE HI TAPE SIGN ON AN A-FRAME	7HU3 LARGE HI TAPE SIGN ON U3	8 HIGH INTENSITY LIGHT ONLY	LCD6 CHANNELIZING DEVICE- PEP LCD 6-FT
BEGQTY	64	12	12	19	21	9	150
08/21/24	64	12	12	19	21	9	150
08/22/24	64	12	12	19	21	9	150
08/23/24	64	12	12	19	21	9	150
08/24/24	64	12	12	19	21	9	150
08/25/24	64	12	12	19	21	9	150
08/26/24	64	12	12	19	21	9	150
08/27/24	64	12	12	19	21	9	150
08/28/24	64	12	12	19	21	9	150
08/29/24	64	12	12	19	21	9	150
08/30/24	64	12	12	19	21	9	150
08/31/24	64	12	12	19	21	9	150
09/01/24	64	12	12	19	21	9	150
09/02/24	64	12	12	19	21	9	150
09/03/24	64	12	12	19	21	9	150
09/04/24	64	12	12	19	21	9	150
09/05/24	64	12	12	19	21	9	150
09/06/24	64	12	12	19	21	9	150
09/07/24	64	12	12	19	21	9	150
09/08/24	64	12	12	19	21	9	150
09/09/24	64	12	12	19	21	9	150
09/10/24	64	12	12	19	21	9	150
09/11/24	64	12	12	19	21	9	150
09/12/24	64	12	12	19	21	9	150
09/13/24	64	12	12	19	21	9	150
09/14/24	64	12	12	19	21	9	150
09/15/24	64	12	12	19	21	9	150
09/16/24	64	12	12	19	21	9	150
09/17/24	64	12	12	19	21	9	150
09/18/24	64	12	12	19	21	9	150
09/19/24	64	12	12	19	21	9	150
09/20/24	64	12	12	19	21	9	150
TOTQTY	1,984.00	372.00	372.00	589.00	651.00	279.00	4,650.00
PRICE	\$ 0.19	\$ 0.19	\$ 0.19	\$ 0.19	\$ 0.19	\$ 0.00	\$ 0.03
EXTPRICE	\$ 376.96	\$ 70.68	\$ 70.68	\$ 111.91	\$ 123.69	\$ 0.00	\$ 139.50

PLEASE PAY FROM THIS INVOICE

SUB TOTAL	
TAX	
TOTAL	

REMIT TO: PO BOX 526827 Miami, FL 33152-68027  
For Payments by ACH or Wire, please call (954)423-2627 ext 118

SEE REVERSE FOR ITEM DESCRIPTIONS  
TERMS AND CONDITIONS



**Bob's BARRICADES**, INC.

MAIN OFFICE: 921 SHOTGUN ROAD / SUNRISE, FL 33326  
TELEPHONE: (954) 423-2627

*Barricades, Signs, Cones, and other Safety Equipment  
Target Arrows, Message Boards  
Rentals - Sales - Service*

EXHIBIT A (Page 30 of 34)

REFER TO INVOICE  
**G941697**

BER007/ 200012  
BERGERON LAND DEVELOPMENT INC.  
19612 S.W. 69th PLACE  
SNicholl@bergeroninc.com  
PEMBROKE PINES, FL 33332

FT. LAUDERDALE 954-423-2627  
EXECUTIVE OFFICE 800-432-5031  
TOLL FREE  
DELRAY 561-272-8487  
FT. LAUDERDALE 954-525-6736  
FT. MYERS 239-656-1183  
GAINESVILLE 352-375-8140  
JACKSONVILLE 904-396-5121  
MIAMI 305-654-0076  
ORLANDO 407-855-7186  
TALLAHASSEE 850-575-7800  
TAMPA 813-886-0518  
WEST PALM BEACH 561-585-4861  
KINGMAN ARIZONA 928-757-5380  
PHOENIX, ARIZONA 602-272-3434

OPEN

PLEASE CHECK YOUR JOB STATUS	INVOICE DATE 09/20/2024	BRANCH Delray	BILLING PERIOD 08/21/24 TO 09/20/24	TERMS: NET 10 DAYS
PURCHASE ORDER NO.	JOB NO.	JOB ADDRESS	LAWRENCE RD S/O LANTANA RD	

ITEM	VM1054 VARIABLE MESSAGE BOARD 1054	VM1185 VARIABLE MESSAGE BOARD 1185	VM1287 VARIABLE MESSAGE BOARD 1287	VM1372 Message Board 1372	VM1646 Message Board 1646
BEGQTY	1	1	1	1	1
08/21/24	1	1	1	1	1
08/22/24	1	1	1	1	1
08/23/24	1	1	1	1	1
08/24/24	1	1	1	1	1
08/25/24	1	1	1	1	1
08/26/24	1	1	1	1	1
08/27/24	1	1	1	1	1
08/28/24	1	1	1	1	1
08/29/24	1	1	1	1	1
08/30/24	1	1	1	1	1
08/31/24	1	1	1	1	1
09/01/24	1	1	1	1	1
09/02/24	1	1	1	1	1
09/03/24	1	0	0	0	0
09/04/24	1	0	0	0	0
09/05/24	1	0	0	0	0
09/06/24	1	0	0	0	0
09/07/24	1	0	0	0	0
09/08/24	1	0	0	0	0
09/09/24	1	0	0	0	0
09/10/24	1	0	0	0	0
09/11/24	1	0	0	0	0
09/12/24	1	0	0	0	0
09/13/24	1	0	0	0	0
09/14/24	1	0	0	0	0
09/15/24	1	0	0	0	0
09/16/24	1	0	0	0	0
09/17/24	1	0	0	0	0
09/18/24	1	0	0	0	0
09/19/24	1	0	0	0	0
09/20/24	1	0	0	0	0
TOTQTY	31.00	13.00	13.00	13.00	13.00
PRICE	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00
EXTPRICE	\$ 279.00	\$ 117.00	\$ 117.00	\$ 117.00	\$ 117.00

**PLEASE PAY FROM THIS INVOICE**

SUB TOTAL	\$ 2,589.33
TAX	\$ 0.00
TOTAL	\$ 2,589.33

REMIT TO: PO BOX 526827 Miami, FL 33152-68027  
For Payments by ACH or Wire, please call (954)423-2627 ext 118



**Bob's BARRICADES**, INC.  
MAIN OFFICE: 921 SHOTGUN ROAD / SUNRISE, FL 33326  
TELEPHONE: (954) 423-2627  
*Barricades, Signs, Cones, and other Safety Equipment*  
*Target Arrows, Message Boards*  
*Rentals - Sales - Service*

REFER TO INVOICE  
**G940158**

FT. LAUDERDALE 954-423-2627  
EXECUTIVE OFFICE 800-432-5031  
TOLL FREE 561-272-8487  
DELRAY 954-525-6736  
FT. LAUDERDALE 239-656-1163  
FT. MYERS 352-375-8140  
GAINESVILLE 904-396-5121  
JACKSONVILLE 305-654-0076  
MIAMI 407-855-7186  
ORLANDO 850-575-7800  
TALLAHASSEE 813-886-0518  
TAMPA 561-585-4861  
WEST PALM BEACH 928-757-5380  
KINGMAN ARIZONA 602-272-3434  
PHOENIX, ARIZONA

BER007/ 200012  
BERGERON LAND DEVELOPMENT INC.  
19612 S.W. 69th PLACE  
SNicholl@bergeroninc.com  
PEMBROKE PINES, FL 33332

OPEN

PLEASE CHECK YOUR JOB STATUS	INVOICE DATE 08/20/2024	BRANCH Delray	BILLING PERIOD 07/21/24 TO 08/20/24	TERMS: NET 10 DAYS
PURCHASE ORDER NO.	JOB NO.	JOB ADDRESS	LAWRENCE RD S/O LANTANA RD	

ITEM	INSTALL INSTALL CHARGE	10H HI TAPE PLASTIC BARREL ONLY	10HS HI TAPE PLASTIC BARREL W/STEADY BUR	15H TYPE II BARRICADE HI TAPE	2F FLASHER LIGHT ONLY	5H HI TAPE CLASS H CORRAL ONLY	6H SMALL HI TAPE SIGN ONLY
BEGQTY	0	25	100	4	6	5	9
07/21/24	0	25	100	4	6	5	9
07/22/24	0	25	100	4	6	5	9
07/23/24	0	25	100	4	6	5	9
07/24/24	0	25	100	4	6	5	9
07/25/24	0	25	100	4	6	5	9
07/26/24	0	19	100	4	6	5	9
07/27/24	0	19	100	4	6	5	9
07/28/24	0	19	100	4	6	5	9
07/29/24	0	19	100	4	6	5	9
07/30/24	0	19	100	4	6	5	9
07/31/24	0	19	100	4	6	5	9
08/01/24	1	19	100	4	6	17	9
08/02/24	0	19	100	4	6	18	11
08/03/24	0	19	100	4	6	18	11
08/04/24	0	19	100	4	6	18	11
08/05/24	0	19	100	4	6	18	11
08/06/24	0	19	100	4	6	18	11
08/07/24	0	19	100	4	6	18	11
08/08/24	0	19	100	4	6	18	11
08/09/24	0	19	100	4	6	18	11
08/10/24	0	19	100	4	6	18	11
08/11/24	0	19	100	4	6	18	11
08/12/24	0	19	100	4	6	18	11
08/13/24	0	19	100	4	6	18	11
08/14/24	0	19	100	4	6	18	11
08/15/24	0	19	100	4	6	18	11
08/16/24	0	19	100	4	6	18	11
08/17/24	0	19	100	4	6	18	11
08/18/24	0	19	100	4	6	18	11
08/19/24	0	19	100	4	6	18	11
08/20/24	0	19	100	4	6	18	11
TOTQTY	1.00	619.00	3,100.00	124.00	186.00	414.00	317.00
PRICE	\$ 1,635.00	\$ 0.09	\$ 0.09	\$ 0.09	\$ 0.00	\$ 0.22	\$ 0.19
EXTPRICE	\$ 1,635.00	\$ 55.71	\$ 279.00	\$ 11.16	\$ 0.00	\$ 91.08	\$ 60.23

PLEASE PAY FROM THIS INVOICE

SUB TOTAL	
TAX	
TOTAL	

REMIT TO: PO BOX 526827 Miami, FL 33152-68027  
For Payments by ACH or Wire, please call (954)423-2627 ext 118

SEE REVERSE FOR ITEM DESCRIPTIONS  
TERMS AND CONDITIONS



**Bob's BARRICADES**, INC.

MAIN OFFICE: 921 SHOTGUN ROAD / SUNRISE, FL 33326  
TELEPHONE: (954) 423-2627

*Barricades, Signs, Cones, and other Safety Equipment  
Target Arrows, Message Boards  
Rentals - Sales - Service*

REFER TO INVOICE  
**G940158**

FT. LAUDERDALE	954-423-2627
EXECUTIVE OFFICE	800-432-5031
TOLL FREE	561-272-8487
DELRAY	954-525-6736
FT. LAUDERDALE	239-656-1183
FT. MYERS	352-375-8140
GAINESVILLE	904-396-5121
JACKSONVILLE	305-654-0076
MIAMI	407-855-7186
ORLANDO	850-575-7800
TALLAHASSEE	813-886-0518
TAMPA	561-585-4861
WEST PALM BEACH	928-757-5380
KINGMAN ARIZONA	602-272-3434
PHOENIX, ARIZONA	

BER007/ 200012  
BERGERON LAND DEVELOPMENT INC.  
19612 S.W. 69th PLACE  
SNicholl@bergeroninc.com  
PEMBROKE PINES, FL 33332

OPEN

PLEASE CHECK YOUR JOB STATUS	INVOICE DATE 08/20/2024	BRANCH Delray	BILLING PERIOD 07/21/24 TO 08/20/24	TERMS: NET 10 DAYS
PURCHASE ORDER NO.	JOB NO.	JOB ADDRESS	LAWRENCE RD S/O LANTANA RD	

ITEM	6HB SMALL HI TAPE SIGNS ON BARRICADE	6HM SMALL HI TAPE SIGN MOUNTED	6HP 6 HI Pkx Stand	7H LARGE HI TAPE SIGN ONLY	7HA LARGE HI TAPE SIGN ON AN A-FRAME	7HU3 LARGE HI TAPE SIGN ON US	8 HIGH INTENSITY LIGHT ONLY
BEGQTY	70	23	10	11	20	19	9
07/21/24	70	23	10	11	20	19	9
07/22/24	70	23	10	11	20	19	9
07/23/24	70	23	10	11	20	19	9
07/24/24	70	23	10	11	20	19	9
07/25/24	70	23	10	11	20	19	9
07/26/24	69	23	10	11	19	19	9
07/27/24	69	23	10	11	19	19	9
07/28/24	69	23	10	11	19	19	9
07/29/24	69	23	10	11	19	19	9
07/30/24	69	23	10	11	19	19	9
07/31/24	69	23	10	11	19	19	9
08/01/24	71	64	10	11	19	21	9
08/02/24	71	64	12	12	19	21	9
08/03/24	71	64	12	12	19	21	9
08/04/24	71	64	12	12	19	21	9
08/05/24	71	64	12	12	19	21	9
08/06/24	71	64	12	12	19	21	9
08/07/24	71	64	12	12	19	21	9
08/08/24	71	64	12	12	19	21	9
08/09/24	71	64	12	12	19	21	9
08/10/24	71	64	12	12	19	21	9
08/11/24	71	64	12	12	19	21	9
08/12/24	71	64	12	12	19	21	9
08/13/24	71	64	12	12	19	21	9
08/14/24	71	64	12	12	19	21	9
08/15/24	71	64	12	12	19	21	9
08/16/24	71	64	12	12	19	21	9
08/17/24	71	64	12	12	19	21	9
08/18/24	71	64	12	12	19	21	9
08/19/24	71	64	12	12	19	21	9
08/20/24	71	64	12	12	19	21	9
TOTQTY	2,184.00	1,533.00	348.00	360.00	594.00	629.00	279.00
PRICE	\$ 0.19	\$ 0.19	\$ 0.19	\$ 0.19	\$ 0.19	\$ 0.19	\$ 0.00
EXTPRICE	\$ 414.96	\$ 291.27	\$ 66.12	\$ 68.40	\$ 112.86	\$ 119.51	\$ 0.00

PLEASE PAY FROM THIS INVOICE

SUB TOTAL	
TAX	
TOTAL	

REMIT TO: PO BOX 526827 Miami, FL 33152-68027  
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SEE REVERSE FOR ITEM DESCRIPTIONS  
TERMS AND CONDITIONS



**Bob's BARRICADES, INC.**  
MAIN OFFICE: 921 SHOTGUN ROAD / SUNRISE, FL 33326  
TELEPHONE: (954) 423-2627  
*Barricades, Signs, Cones, and other Safety Equipment*  
*Target Arrows, Message Boards*  
*Rentals - Sales - Service*

REFER TO INVOICE  
**G940158**

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OPEN

PLEASE CHECK YOUR JOB STATUS		INVOICE DATE 08/20/2024	BRANCH Delray	BILLING PERIOD 07/21/24 TO 08/20/24		TERMS: NET 10 DAYS	
PURCHASE ORDER NO.		JOB NO.	JOB ADDRESS LAWRENCE RD S/O LANTANA RD				
ITEM	LCD6 CHANNELIZING DEVICE- PED LCD 6 FT	VM1054 VARIABLE MESSAGE BOARD 1054	VM1185 VARIABLE MESSAGE BOARD 1185	VM1287 VARIABLE MESSAGE BOARD 1287	VM1372 Message Board 1372	VM1646 Message Board 1646	TA905 TARGET ARROW 905
BEGQTY	150	1	0	0	0	0	1
07/21/24	150	1	0	0	0	0	1
07/22/24	150	1	0	0	0	0	1
07/23/24	150	1	0	0	0	0	1
07/24/24	150	1	1	0	0	0	1
07/25/24	150	1	1	0	0	0	0
07/26/24	150	1	1	0	0	0	0
07/27/24	150	1	1	0	0	0	0
07/28/24	150	1	1	0	0	0	0
07/29/24	150	1	1	0	0	0	0
07/30/24	150	1	1	0	0	0	0
07/31/24	150	1	1	0	0	0	0
08/01/24	150	1	1	1	1	1	0
08/02/24	150	1	1	1	1	1	0
08/03/24	150	1	1	1	1	1	0
08/04/24	150	1	1	1	1	1	0
08/05/24	150	1	1	1	1	1	0
08/06/24	150	1	1	1	1	1	0
08/07/24	150	1	1	1	1	1	0
08/08/24	150	1	1	1	1	1	0
08/09/24	150	1	1	1	1	1	0
08/10/24	150	1	1	1	1	1	0
08/11/24	150	1	1	1	1	1	0
08/12/24	150	1	1	1	1	1	0
08/13/24	150	1	1	1	1	1	0
08/14/24	150	1	1	1	1	1	0
08/15/24	150	1	1	1	1	1	0
08/16/24	150	1	1	1	1	1	0
08/17/24	150	1	1	1	1	1	0
08/18/24	150	1	1	1	1	1	0
08/19/24	150	1	1	1	1	1	0
08/20/24	150	1	1	1	1	1	0
TOTQTY	4,650.00	31.00	28.00	20.00	20.00	20.00	4.00
PRICE	\$ 0.03	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00	\$ 5.00
EXTPRICE	\$ 139.50	\$ 279.00	\$ 252.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 20.00

PLEASE PAY FROM THIS INVOICE

SUB TOTAL	\$ 4,435.80
TAX	\$ 0.00
TOTAL	\$ 4,435.80

REMIT TO: PO BOX 526827 Miami, FL 33152-68027  
For Payments by ACH or Wire, please call (954)423-2627 ext 118

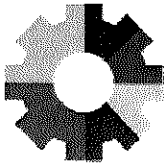
www.equipmentwatch.com  
All prices shown in US dollars (\$)

Rental Rate Blue Book®

December 6, 2024

Miscellaneous 4X4 1 195 CREW DSL  
On-Highway Light Duty Trucks

Size Class:  
100 - 199 hp  
Weight:  
N/A



Configuration for 4X4 1 195 CREW DSL

Axle Configuration	4X4	Cab Type	Crew
Horsepower	195.0	Power Mode	Diesel
Ton Rating	1.0		

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 \$1,075.00	USD \$300.00	USD \$75.00	USD \$11.00	USD \$15.51	USD \$21.62
Adjustments						
Region ( Florida: 98.5%)	(USD \$16.13)	(USD \$4.50)	(USD \$1.13)	(USD \$0.17)		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$1,058.88	USD \$295.50	USD \$73.88	USD \$10.84	USD \$15.51	USD \$21.53

Non-Active Use Rates

Standby Rate	Hourly
Idling Rate	USD \$3.01
	USD \$18.05

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	57%	USD \$612.75/mo
Overhaul (ownership)	23%	USD \$247.25/mo
CFC (ownership)	8%	USD \$86.00/mo
Indirect (ownership)	12%	USD \$129.00/mo
Fuel (operating) @ USD 5.14	77.56%	USD \$12.03/hr

Revised Date: 1st quarter 2023

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 (blandis@bergeroninc.com)

INCREASE PENALTY RIDER

BOND AMOUNT \$7,760,786.95 BOND NO. 107733080

To be attached and form a part of Bond No. 107733080 dated the 17th Day of November, 2022, executed by Travelers Casualty and Surety Company of America as surety, on behalf of Bergeron Land Development, Inc as current principal of record, and in favor of Palm Beach County, as Obligee for 2014506 Lawrence Road South of Ponza Place to Lantana Road, and in the amount of Seven Million Seven Hundred Sixty Thousand Seven Hundred Eighty Six Dollars and 95/100 (\$7,760,786.95).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Travelers Casualty and Surety Company of America hereby consents that effective from the 17th Day of November, 2022, said bond shall be amended as follows:

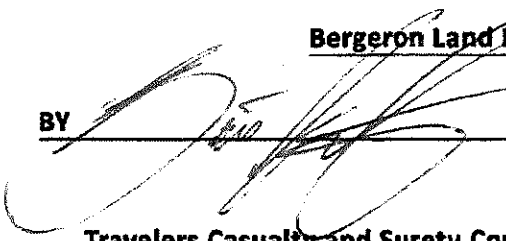
THE BOND PENALTY SHALL BE INCREASED:

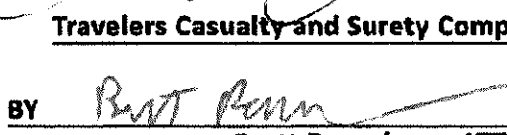
FROM: Seven Million Seven Hundred Sixty Thousand Seven Hundred Eighty Six Dollars and 95/100 (\$7,760,786.95)

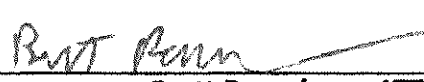
TO: Eight Million Two Hundred Ninety Five Thousand Five Hundred Fifty Dollars and 04/100 (\$8,295,550.04)

The INCREASE of said bond penalty shall be effective as of the 17th Day of November, 2022, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 20th Day of February, 2025

BY  Bergeron Land Development, Inc  
PRINCIPAL

BY  Travelers Casualty and Surety Company of America  
SURETY

BY  Brett Rosenhaus, ATTORNEY-IN-FACT

THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

Palm Beach County  
OBLIGEE

BY \_\_\_\_\_  
TITLE

**TRAVELERS**
**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**
**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Brett Rosenhaus** of **DELRAY BEACH**, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026


  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of February, 2025.


  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



OEBO Agenda Review and Briefing – SBE Participation

COMMISSION MEETING DATE:	June 10, 2025
DEPARTMENT:	Engineering and Public Works
AGENDA ITEM: 3C#	2014506 –Lawrence Rd S. of Ponza to Lantana
WAIVER REQUEST APPROVAL/DENIAL:	N/A
GOAL SETTING API	15% SBE of which 3% MBE(AA/HA)
PROPOSED SBE PARTICIPATION: - Work/Task/Change Order: C.O.#4	Committed: 17.75% SBE /4% MBE Proposed for C.O.#4: 0%
CUMULATIVE CONTRACT SBE PARTICIPATION:	9.11%
CONTRACTOR:	Bergeron Land
SBE SUBCONTRACTOR(S):	Pathway Enterprises, AUM Construction, Inc., Florida Roadway Signs, Inc., Pacifica, Utility Supply
CONCERN:	Bergeron is falling under their commitment
Reviewed by and date:	Angela Smith 3/7/2024

*This Contract, including all Schedules, Forms, and attachments, is subject to the County Emergency Ordinance 2025-014, approved by the BCC on June 3, 2025. As a result, the M/WBE participation will not be enforced.*

EBO FORMS  
OEBO SCHEDULE 1SOLICITATION/PROJECT/BID NAME: Lawrence Rd., S. of Ponza Place to Lantana Rd.  
SOLICITATION OPENING/SUBMITTAL DATE: October 13, 2022SOLICITATION/PROJECT/BID NO.: 2014506  
COUNTY DEPARTMENT: Engineering and Public Works**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: Bergeron Land Development, Inc. ADDRESS: 11440 Okeechobee Blvd Ste 213 Royal Palm Beach, FL 33411  
CONTACT PERSON: Brian Landis PHONE NO.: 954-218-7875 E-MAIL: blandis@bergeroninc.comPRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$518,692.84

\*SMALL Firms 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. Bobs Barricades Inc	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$16,070.25		
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
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

\$16,070.25

Total Bid/Offer Price \$ 534,763.09Total Certified S/M/WBE Participation \$ \$0

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

Name & Authorized Signature Brian Landis

Vice President

Title

Note:

1. 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.
2. Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
3. Modification of this form is not permitted and will be rejected upon submittal.

<https://discover.pbcgov.org/oebo/Pages/Documents.aspx>

EBO-1

This Contract, including all Schedules, Forms, and attachments, is subject to the County Emergency Ordinance 2025-014, approved by the BCC on June 3, 2025. As a result, the M/WBE participation will not be enforced.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2014506

SOLICITATION/PROJECT NAME: Lawrence Rd., S. of Ponza Place to Lantana Rd.

Prime Contractor: Bergeron Land Development, Inc. Subcontractor: Bobs Barricades Inc

(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
	MOT Devices				\$16,070.25

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: \$16,070.25

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:

Bergeron Land Development, Inc.  
Print Name of Prime

By:   
Authorized Signature

Brian Landis  
Print Name

Vice President  
Title

Date: 2/13/25

Bobs Barricades Inc

Print Name of Subcontractor/subconsultant

By:   
Authorized Signature

John Baldwin  
Print Name

Vice President  
Title

Date: 2113/2025

This Contract, including all Schedules, Forms, and attachments, is subject to the County Emergency Ordinance 2025-014, approved by the BCC on June 3, 2025. As a result, the M/WBE participation will not be enforced.

Revised 09/17/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foundation Risk Partners of FL - MP 780 W. Granada Blvd. Ormond Beach FL 32174	CONTACT NAME: Certificates
	PHONE (A/C, No. Ext): 3869990001
	FAX (A/C, No):
	E-MAIL ADDRESS: certs@foundationrp.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Admiral Insurance Company
	INSURER B : Brierfield Insurance Company
	INSURER C : FCCI Insurance Company
	INSURER D : Endurance American Specialty Insurance Company
	INSURER E :
	INSURER F :

COVERAGES      CERTIFICATE NUMBER: 1054882148      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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"/> PROJECT <input type="checkbox"/> LOC OTHER:			CA000047984-03	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA10009206100	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB10009206201	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC010009205801	2/1/2025	2/1/2026	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Equipment			CM100098749-00	2/1/2025	2/1/2026	Leased/Rented Equip 500,000
D	Contractors Pollution Liability			PNV10015593600	2/1/2025	2/1/2026	Pollution Limit \$1M/\$2M
D	Contractors Professional Liab			PNV10015593600	2/1/2025	2/1/2026	Professional Limit \$1M/\$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Lawrence Road, South of Ponza Place to Lantana Road - 2014506

Palm Beach County Board of County Commissioners is included as additional insured with regards to the General Liability policy per written contract.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Insurance Compliance c/o EBIX, Inc. PO Box 100085 - DX Duluth GA 30096	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 Chad H. Lyddell

AGENCY CUSTOMER ID: BERGLAN-02

LOC #: \_\_\_\_\_



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Foundation Risk Partners, Corp. dba Foundation Risk Partners of Florida		NAMED INSURED Bergeron Land Development, Inc.	
POLICY NUMBER See Acord 25		EFFECTIVE DATE: See Acord 25	
CARRIER See Acord 25	NAIC CODE See Acord 25		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: : Notes

CURRENT POLICY FORMS:

Auto Liability  
CAU 058 (10 22) Auto First Choice Endorsement - Additional Insured & Waiver of Subrogation (Blanket)  
CAU 082 (01 15) Primary/Non-Contributory (Blanket)

General Liability  
CGL 084 (02 21) Additional Insured - Owners, Lessees or Contractors - Ongoing Operations and Products Completed Operations (Blanket)  
CG 20 01 12 19 Primary and Noncontributory (Blanket)  
CGL 088 (02 21) First Choice Contractors Liability Endorsement (Waiver of Subrogation - Blanket)

Workers Compensation  
WC 00 03 13 (Ed. 4-84) Waiver of Subrogation (Blanket)

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 Bergeron Land Development Inc. (insert business name) a Corporation (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 Company (insert form of management) of the Firm on the 14th day of October, 20 22, in accordance with the laws of the State of Florida (where Firm is organized) of the Firm, and Company bylaws (governing documents) of the Firm.

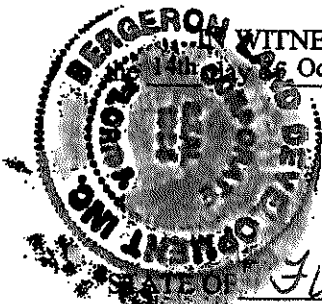
RESOLVED, that the Firm shall enter into that certain Contract between Palm Beach County, a political subdivision of the State of Florida, and the Firm, a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Brian Landis the Vice President of the Firm, is hereby authorized and instructed to execute such Contract and such other instruments as may be necessary and appropriate for the Firm to fulfill its obligations under the Contract.

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 Contract.

IN WITNESS WHEREOF, the undersigned has set his/her hand and affixed the Seal of the Firm 14th day of October, 20 22,

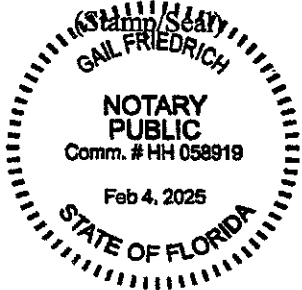


(SEAL)

Brian Landis (Signature)  
Brian Landis, Vice President  
(Print Name and Title)

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of October, 20 22, by Brian Landis (name) as Vice President (title) for Bergeron Land Development Inc. (firm), on behalf of the (choose one) corporation / company / partnership, who is ☒ personally known to me or ☐ has produced \_\_\_\_\_ (type of identification) as identification.



Gail Friedrich (Notary Signature)  
Notary Public, State of Florida  
Gail Friedrich  
(Print Notary Name)

Commission Number HH 058919  
My Commission Expires 2/4/25

## CHANGE ORDER HISTORY

PALM BEACH COUNTY PROJECT: Lawrence Road, South of Ponza Place to Lantana Road - 2014506									
		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	10/16/2024	26,258.24	4						
2	11/1/2024	18,220.05	6						
3	3/5/2025			57,294.41	21				
4	Pending - Board Item							534,763.09	230
	TOTAL	44,478.29	10	57,294.41	21	101,772.70	31	534,763.09	230
	CUMULATIVE TOTAL	44,478.29	10	57,294.41	21	101,772.70	31		
	As of PPM CW-F-050 Dated November 16, 202	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