

Bergeron Distribution Center I
Project Name

Bond # SU1141844

Water & Sewer
Improvements Constructed

City of Pembroke Pines

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Bergeron Park of Commerce South Family LTD Partnership Address 19612 SW 69th Pl, Pembroke Pines, FL 33332 As Principals, and Arch Insurance Company a corporation, existing under the laws of the State of Missouri, Address Harborside 3, 210 Hudson Street, Ste 300, Jersey City NJ 07311-1107 and having heretofore complied with all the requirements of the laws of the State of Florida regulating the admission of such corporation to transact business in this State, as Surety, as held and firmly bound unto the City of Pembroke Pines of Broward County, a political subdivision of the State of Florida, in the full and just sum of Thirty eight thousand two hundred twenty with seventy cents dollars (\$38,220.70), lawful money of the United States of America, for which sum well and truly to be paid to said City of Pembroke Pines, the said Principal and the said surety do hereby bind themselves, their heirs, executors, administrators, successors or assigns respectively, as the case may be, jointly and severally, firmly by these presents.

WHEREAS, the Pembroke Pines City Code requires that a bond in the amount of twenty percent (20%) of the actual cost of the Subdivision Improvements be posted upon formal acceptance of said Subdivision Improvements by the City Commission and

WHEREAS, in compliance with said Maintenance Bond requirements, said Principal is require to furnish a good and sufficient bond in a surety company licensed to do business in the State of Florida conditioned upon the correction of all insufficiencies in design, workmanship and/or materials which are found within one year of the date of the formal acceptance of the Subdivision Improvements by the City Commission of the City of Pembroke Pines, Florida.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal, its successors, legal representatives or assigns shall have made all corrections and shall have paid all claims for the cost of correcting all corrections and shall have paid all claims for the cost of correcting all insufficiencies in design, workmanship and/or materials discovered within one year of the date of formal acceptance of the Subdivision Improvements by the City Commission of the City of Pembroke Pines, Florida then this obligation shall be void, else to continue in full force and effect.

Prior to the end of the calendar year following said City Commission's formal acceptance of the Subdivision Improvements warranted by this bond, the City Engineer should inspect them for final release. If his investigation reveals any insufficiencies, then he shall notify the Principal, in writing, that the work is unacceptable.

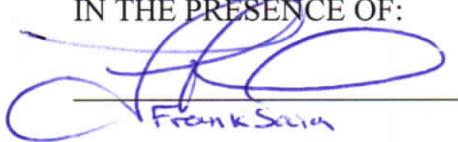
The Principal and the Surety, jointly and severally, agree that said City of Pembroke Pines shall have the right to correct insufficiencies in design, workmanship and/or materials in the event the Principal should fail or refuse so to do within ninety (90)

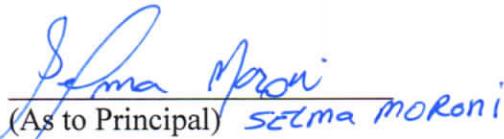
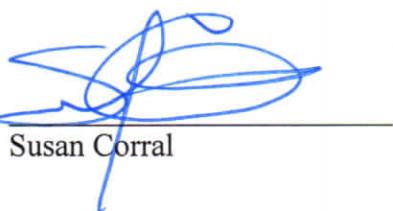
days after said written notice by the City Engineer, and, pursuant to public advertisement and receipt and acceptance of bids, cause said insufficiencies in design, workmanship and/or materials to be corrected. In such case, the Principal and Surety shall be jointly and severally liable hereunder to pay to and indemnify said City upon the correction of said insufficiencies in design, workmanship and/or materials, the final total cost thereof, including but not limited to, engineering, legal and contingent costs together with any damage, direct or consequential, which said City of Pembroke Pines may sustain on account of the failure of the Principal to comply with all the requirements hereof.

Upon recommendation by the City Engineer for final acceptance and upon compliance by Principal with the applicable conditions as hereinabove stated, the City Engineer will then recommend to the City Commission the release of this reduced bond, by resolution.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument by affixing their corporate names and seals hereto and causing their authorized representatives to sign these presents, pursuant to the authority of their governing bodies on this 10th day of December, A.D., 2018.

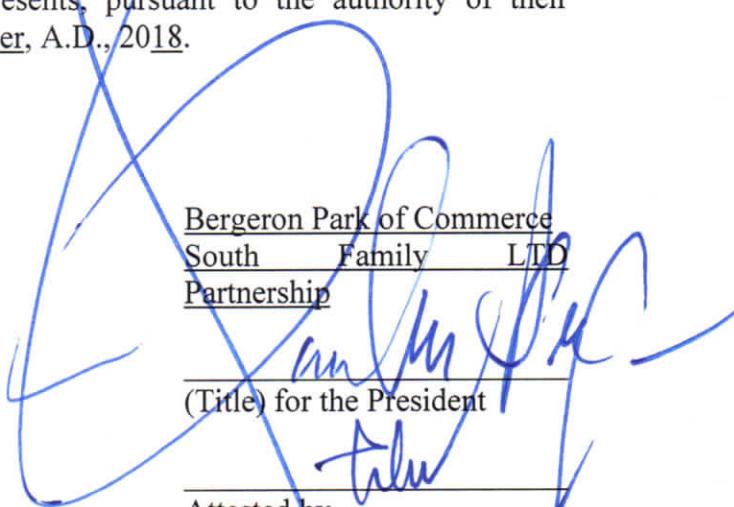
SIGNED AND SEALED
IN THE PRESENCE OF:

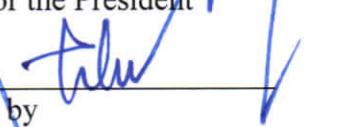


Frank Scium
(As to Principal) Selma Moroni

Susan Corral
(As to Surety) Jennifer Stephens

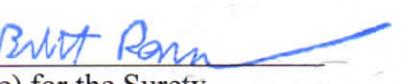
Bergeron Park of Commerce
South Family LTD
Partnership


(Title) for the President


Attested by


(Title)

Arch Insurance Company


(Title) for the Surety
Brett Rosenhaus, Attorney-in-Fact

See Power of Attorney

Attested by


(Title)

NOTE: The respective corporate seals should be affixed

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Arthur Lawrence Colley of Charlotte, NC
Brett Rosenhaus of Lake Worth, FL

Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)
F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)
John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)
Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



Carnahan, Proctor and Cross, Inc.

814 South Military Trail, Deerfield Beach, FL 33442

PH. 954-972-3959 FAX. 954-972-4187

CPC Auth. No. 00002936

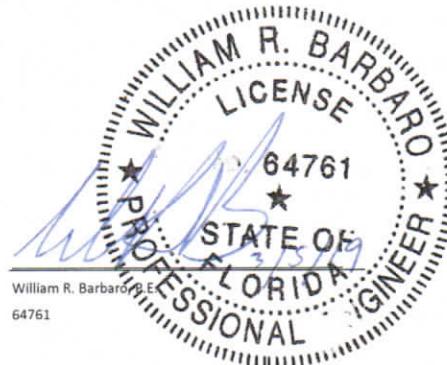
ENGINEER OPINION OF PROBABLE COST

Exhibit B

PROJECT NAME: Bergeron Distribution Center I

Revised: 01/14/19

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Water					
1	8" WATER MAIN W/DEFLECTION	20	LF	x \$ 132.00 = \$	2,640.00
2	8" PVC WATER MAIN	2006	LF	x \$ 24.50 = \$	49,147.00
3	6" PVC WATER MAIN	170	LF	x \$ 20.00 = \$	3,400.00
4	12x8 TAPPING SLEEVE & VALVE	1.00	EA	x \$ 11,530.00 = \$	11,530.00
5	8" GATE VALVE	2.00	EA	x \$ 1,725.00 = \$	3,450.00
6	6" GATE VALVE	6.00	EA	x \$ 1,260.00 = \$	7,560.00
7	4" GATE VALVE	2.00	EA	x \$ 1,030.00 = \$	2,060.00
8	FIRE HYDRANT ASSEMBLY	6.00	EA	x \$ 3,040.00 = \$	18,240.00
9	FILL & FLUSH JUMPER	2.00	EA	x \$ 1,725.00 = \$	3,450.00
10	SAMPLE POINTS	7.00	EA	x \$ 547.00 = \$	3,829.00
11	4" WATER SERVICE LINE	75.00	LF	x \$ 16.50 = \$	1,237.50
12	1" RPZ (ASSUMED)	1.00	EA	x \$ 1,270.00 = \$	1,270.00
13	2" BLOW OFF ASSEMBLY	2.00	EA	x \$ 1,105.00 = \$	2,210.00
14	WATER MAIN FITTINGS	1.00	LS	x \$ 12,200.00 = \$	12,200.00
Water Subtotal					= \$ 122,223.50
Sewer					
15	8" DIP SEWER MAIN 0-6' CUT	45.00	LF	x \$ 74.50 = \$	3,352.50
16	8" PVC SEWER MAIN 0-6' CUT	1,209.00	LF	x \$ 21.50 = \$	25,993.50
17	8" PVC SEWER MAIN 6-8' CUT	366.00	LF	x \$ 22.50 = \$	8,235.00
18	SANITARY SEWER MANHOLE 0-6'	4.00	EA	x \$ 3,225.00 = \$	12,900.00
19	SANITARY SEWER MANHOLE 6-8'	1.00	EA	x \$ 3,650.00 = \$	3,650.00
20	CONNECT TO EXISTING SEWER MAIN	1.00	EA	x \$ 949.00 = \$	949.00
Sewer Subtotal					= \$ 55,080.00
Total Estimated Cost					\$ 177,303.50



Manning , Dena

From: Frank Saia <fsaia@bergeroninc.com>
Sent: Monday, March 18, 2019 10:06 AM
To: Manning , Dena; 'Bill Barbaro'; Schoeler, Diann
Cc: 'Rafael Fonseca'
Subject: RE: Bergeron Distribution Center I - Bond Transfer

Dean

Again, if the bond is more than required, it would be easier for us to keep the bond as written.

Frank Saia
Vice President of Real Estate

BERGERON

Properties & Investment Corp.

954-680-0223

954-680-0218 fax

fsaia@bergeroninc.com

www.bergeronland.com

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From: Manning , Dena <dmanning@ppines.com>
Sent: Monday, March 18, 2019 9:58 AM
To: 'Bill Barbaro' <BBarbaro@cpc-eng.com>; Schoeler, Diann <dschoeler@ppines.com>
Cc: Frank Saia <fsaia@bergeroninc.com>; 'Rafael Fonseca' <RFonseca@CPC-Eng.com>
Subject: RE: Bergeron Distribution Center I - Bond Transfer

Opp's I'm wrong, with the revised EOR Certification the amount is \$2,759.98 over,

From: Manning , Dena
Sent: Monday, March 18, 2019 9:44 AM
To: 'Bill Barbaro' <BBarbaro@cpc-eng.com>; Schoeler, Diann <dschoeler@ppines.com>
Cc: 'Frank Saia' <fsaia@bergeroninc.com>; Rafael Fonseca <RFonseca@CPC-Eng.com>
Subject: RE: Bergeron Distribution Center I - Bond Transfer

Good morning all – what is the final on the Maintenance Bond that is \$1,404 more than required.

From: Bill Barbaro [mailto:BBarbaro@cpc-eng.com]
Sent: Thursday, March 14, 2019 8:50 AM
To: Manning , Dena <dmanning@ppines.com>; Schoeler, Diann <dschoeler@ppines.com>
Cc: 'Frank Saia' <fsaia@bergeroninc.com>; Rafael Fonseca <RFonseca@CPC-Eng.com>
Subject: Re: Bergeron Distribution Center I - Bond Transfer

Dena,