



**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

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**Document 00520: Agreement Form**

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**THIS AGREEMENT** made and entered into this 24th day of July, 2018 by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(Hereinafter referred to as "**Owner**" and  
**CB Constructors, Inc.**

(Hereinafter referred to as "**Contractor**").

**WHEREAS**, Owner is the owner of certain real property located in Broward County and Owner desires to have:

Bid No.:	18-161C
Project No.:	P.001406
Location No.:	3331
Project Title:	Renovations
Facility Name:	Silver Trail Middle School

Work of this Contract comprises the general construction of, but not limited to, the Exterior Cooling Tower Replacements, Replacement of the Heat Pumps in Buildings 1 & 2, Replacement of the HVAC Controls in Buildings 1 and 2, Replacement of the Window AC Unit Component in Building 4, and the Test & Balance for all replaced equipment and controls. Scope also includes the Re-roofing of Buildings 1, 2 and 3, less sections C & D of Building 2.

Constructed pursuant to drawings, specifications and other design documents prepared by Nyarko Architectural Group, Inc. (Hereinafter referred to as **Project Consultant**).

**WHEREAS**, the Contractor is desirous of performing the Work in accordance with the Contract Documents and all applicable laws, codes and ordinances.

**NOW THEREFORE**, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to Contractor, the parties agree as follows:

**ARTICLE 1. ENTIRE AGREEMENT**

1.01 This Construction Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement

between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

- 1.02 The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 1.03 NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

**ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.**

2.01 The Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Drawings, Specifications, and all Addenda and modifications issued after execution of the Contract thereto together form the Contract, and they are fully a part of the Contract as if written herein word for word. The following is an enumeration of the Drawings and Project Manual for this Project:

2.02 The Drawings:

Drawing Number	Drawing Title	Revision Number	Date
<b>ARCHITECTURAL</b>			
A-00	GENERAL NOTES, ABBREVIATIONS AND SYMBOLS	0	12/14/17
A-01	GENERAL SCOPE OF WORK AND GENERAL KEY PLAN	0	10/16/17
A-1.1	BLDG 1 – S.O.W. – SECTION A	0	12/14/17
A-01.2	BLDG 1 – S.O.W. – SECTION B	0	12/14/17
A-01.3	BLDG 2, 3, 4 – S.O.W.	0	10/13/17
A-02	BLDG 1-PARTIAL ROOFING DEMO – SECTION A	0	05/04/18
A-02.1	BLDG 1 PARTIAL ROOFING DEMO – SECTION B	0	04/03/18
A-02.2	BLDG 2, 3 PARTIAL ROOFING DEMO	0	05/03/18
A-02.2A	OVERALL ROOFING PICTURES	0	02/05/18
A-02.3	BLDG 1 PARTIAL ROOFING IMPROVEMENT –SECTION A	0	05/25/18
A-02.4	BLDG 1 PARTIAL ROOFING IMPROVEMENT – SECTION B	0	05/25/18
A-02.5	BLDG 2, 3 PARTIAL ROOFING IMPROVEMENT	0	05/25/18
A-02.6	ROOFING DETAILS A	0	05/24/18
A-02.7	ROOFING DETAILS B	0	05/25/18
A-02.8	ROOFING DETAILS C	0	05/25/18
A-02.8A	ROOFING DETAILS D	0	05/25/18
A-03	BLDG 1 – HVAC IMPROVEMENT	0	10/13/17
A-03.1	BLDG 2 – HVAC IMPROVEMENT	0	10/13/17
A-04	BLDG 3 – BLDG 4 DETAILS	0	10/13/17
A-05	CONSTRUCTION STAGING AREA	0	10/17/17

## STRUCTURAL

S-1	WIND LOADS	0	04/04/18
S-2	DETAILS	0	04/16/18
S-3	COOLING TOWER	0	08/04/17
S-4	DETAILS	0	05/03/18

## MECHANICAL

M-01.1	BLDG 1 – MECH. PLAN SECTION A	0	06/29/17
M-01.2	BLDG 1 – MECH. PLAN SECTION B	0	06/29/17
M-01.3	BLDG 1 – MECH. ROOM MECH. PLANS SECTION A	0	08/02/17
M-01.4	BLDG 1 – MECH. ROOM MECH. PLANS SECTION A	0	08/02/17
M-01.5	BLDG 1 – MECH. ROOM MECH. PLANS SECTION B	0	08/02/17
M-01.6	BLDG 1 – MECH. ROOM SECTION A (DEMOLITION PLAN)	0	06/29/17
M-01.7	BLDG 1 – MECH. ROOM SECTION B (DEMOLITION PLAN)	0	06/29/17
M-02.1	BLDG 2 – MECH. PLAN	0	06/29/17
M-02.2	BLDG 2 – MECH. ROOM MECH. PLAN	0	08/02/17
M-02.3	BLDG 2 – MECH. ROOM MECH. PLAN	0	08/02/17
M-02.4	BLDG 2 – MECH. ROOM (DEMOLITION PLAN)	0	06/29/17
M-03.1	BLDG 3 - COOLING TOWER MECH. PLAN	0	06/29/17
M-03.2	BLDG 4 - MECH. PLAN	0	06/29/17
M-001	NOTES & DETAILS	0	08/02/17
M-002	NOTES & DETAILS	0	08/02/17
M-003	NOTES & DETAILS	0	08/02/17
M-004	NOTES & DETAILS	0	08/02/17
M-005	COMMISSIONING NOTES	0	08/02/17
M-006	NOTES & DETAILS	0	06/29/17
M-007	NOTES & DETAILS	0	06/29/17
M-008	NOTES & DETAILS	0	06/29/17
M-009	NOTES & DETAILS	0	06/29/17
M-010	NOTES & DETAILS	0	06/29/17

## ELECTRICAL

E-00.1	ELECTRICAL LEGEND & NOTES	0	08/02/17
E-01.1	BUILDING 1 - ELECT. PLAN SECTION A	0	06/29/17
E-01.2	BUILDING 1 – ELECT. PLAN SECTION B	0	06/29/17
E-01.3	BUILDING 1 – ELECT. PLAN MECH. PLAN SECTION A	0	08/02/17
E-01.4	BUILDING 1 – ELECT. PLAN MECH. PLAN SECTION B	0	08/02/17
E-01.5	BUILDING 1 ELECT. ROOMS	0	06/29/17
E-02.1	BUILDING 2 ELECT. PLAN	0	06/29/17
E-02.2	BUILDING 2 MECH. ROOM ELECTRICAL PLAN	0	08/02/17
E-02.3	BUILDING 2 ELECTRIC ROOMS	0	06/29/17
E-03.1	BUILDING 3 & 4 ELECTRICAL PLAN	0	06/29/17
E-03.2	BUILDING 3 COOLING TOWER ELECT. PLAN	0	08/02/17
E-03.3	BUILDING 4 ELECTRICAL PLAN	0	06/29/17
E-04.1	ELECTRICAL PANELS & CALCULATION	0	06/29/17
E-04.2	ELECTRICAL PANELS & CALCULATION	0	06/29/17
E-04.3	ELECTRICAL PANELS & CALCULATION	0	06/29/17
E-04.4	ELECTRICAL PANELS & CALCULATION	0	06/29/17
E-05.0	ELECTRICAL COORDINATION FOR ROOF RENOVATION	0	08/02/17

## PLUMBING

P-00.1	PLUMB. NOTES AND DETAILS	0	08/02/17
P-01.1	BUILDING 1 – PLUMB. PLAN SEC A	0	06/29/17
P-01.2	BUILDING 1 – PLUMB. PLAN SEC B	0	06/29/17
P-01.3	BUILDING 1 – MECH. ROOM PLUMB. PLAN SEC A	0	06/29/17
P-01.4	BUILDING 1 – MECH. ROOM PLUMB. PLAN SEC B	0	06/29/17
P-02.1	BUILDING 2 – PLUMB. PLAN	0	06/07/18
P-02.2	BUILDING 2 – MECH. ROOM PLUMB. PLANS	0	06/29/17
P-03.1	BUILDING 3 & 4 – PLUMB. PLAN	0	06/29/17
P-03.2	BUILDING 3 – COOLING TOWER PLUMB. PLAN	0	06/29/17
P-03.3	BUILDING 4 – PLUMB. PLAN	0	06/29/17

### 2.03 The Project Manual:

Division 0 – Documents  
Division 1 – General Requirements  
Division 2 – Site Work  
Division 3 – Concrete  
Division 4 – Masonry  
Division 5 – Metals  
Division 6 – Wood & Plastic  
Division 7 – Thermal & Moisture Protection  
Division 9 – Finishes  
Division 13 – Special Construction  
Division 15 – Mechanical  
Division 16 – Electrical

### **ARTICLE 3. CONTRACT SUM**

3.01 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the lump-sum amount of:

Four Million Eight Hundred Seventy-Six Thousand Four Hundred Fifty-Five Dollars \$ 4,876,455.00

This shall constitute the Contract Price, which shall not be modified except by Change Order or by Unit Prices, if any, as provided in the Contract Documents.

### **ARTICLE 4. TIME FOR CONTRACTOR'S PERFORMANCE.**

4.01 Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the Owner will issue **Document 00550, Notice to Proceed** which will stipulate the commencement date for the Work.

4.02 The Contractor shall commence the performance of the Work on the date stipulated on Document 00550, Notice to Proceed, and shall diligently continue its performance to and until final completion of the Project.

**4.03 Required date(s) of Substantial Completion**

4.03.01 The Contractor shall accomplish Substantial Completion of the Work on or before:

**382 consecutive calendar days from the commencement date stipulated on Document 00550: Notice To Proceed**

4.03.02 Preceding Substantial Completion, the following Milestone Dates are required to commence and be completed as follows:

<u>Phase</u>	<u>Commencement Date:</u>	<u>Required Substantial Completion Date</u>
N/A		

**4.04 Liquidated Damages for Substantial Completion:**

4.04.01 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

4.04.02 In the event more than one Milestone is involved, then the liquidated damages due for each Milestone shall be as follows:

4.04.03 Each Milestone Five Hundred Dollars \$500.00 per day  
Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

4.04.04 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

**ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.**

**5.01 Substantial Completion:**

5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.

5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.

5.01.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

5.02 **Final Completion:**

5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant, in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.

5.02.02 If the Work is determined to be ready for a Final Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, finally complete. When Final Completion has been granted as evidenced by the Final Completion Inspection, the Project Consultant will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.

5.02.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, entities, etc., and that the Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.03 **Liquidated Damages for Final Completion:**

5.03.01 If the Contractor fails to achieve final completion within 30 consecutive calendar days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of:

Five Hundred Dollars \$ 500  
per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Work.

5.03.02 In the event the Project involves more than one Milestone Date; the final completion date and liquidated damages amount for each Milestone Date shall be as follows:

Each Milestone	Five Hundred Dollars \$500.00 per day
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- 5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.
- 5.04 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:
  - 5.04.01 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
  - 5.04.02 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;
  - 5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;
  - 5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.
  - 5.04.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.

**ARTICLE 6. TIME AND DELAYS.**

- 6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed

by any act or omission of Contractor in completion of the Project within the time specified above.

- 6.04 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of its work.
- 6.05 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.
  - 6.05.01 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County.
  - 6.05.02 An extension of time to complete the Work shall be determined by the Owner provided that the Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
  - 6.05.03 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.
  - 6.05.04 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.
  - 6.05.05 This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.
  - 6.05.06 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
  - 6.05.07 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.
  - 6.05.08 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.



**ARTICLE 7. CONTRACT BONDS**

- 7.01 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.08 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.
- 7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.
- 7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.
- 7.04 Insurance Provider and Surety: Refer to Document 00700 - General Conditions, Article 42.09 Contractor's Insurance.
  - 7.04.01 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations, including punch list and warranty requirements, are completed or expire.

**ARTICLE 8. NOTICES**

- 8.01 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite, with a copy via telecopy or facsimile to the addresses shown below, or by registered mail or overnight delivery/courier service (e.g., Federal Express) to that party at the addresses shown below:

<b>Party:</b>		<b>Address:</b>
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida	2301 NW 26th Street Building 12 Ft. Lauderdale, FL 33311 Attn: Gustavo Martinez
	AND Director Procurement & Warehousing Services The School Board of Broward County, Florida	Mary C. Coker Procurement & Warehousing Services Department 7720 W. Oakland Park Blvd. Suite 323

		Sunrise, Florida 33351
Contractor:	CB Constructors, Inc. Attn: Michael C. Taylor, President	2251 Blount Road Pompano Beach, FL 33069
Surety:	Travelers Casualty and Surety Company of America	One Tower Square Hartford, CT 06183
Surety's Agent:	American Global, LLC Attn: William Griffin	2121 SW 3rd Avenue Miami, FL 33129
Project Consultant:	Nyarko Architectural Group, Inc.	5931 NW 173 Drive, Suite 2 Miami, Fl. 33015

8.02 These addresses may be changed by either of the parties by written notice to the other party.

**ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES**

9.01 The Contractor must comply with public records laws. Florida State Statute 119.0701 requires that the Contractor keep, maintain and provide public access to public records. The Contractor shall ensure that public records that are confidential and exempt from public records disclosure are not disclosed, except as authorized by law. The Contractor shall be responsible for retaining public records and transfer, at no cost to the public agency, all public records in their possession upon completion or termination of the contract. Electronically stored records must be provided in a format compatible with the information technology systems of the public agency. Failure to comply with these provisions will constitute a breach of contract and will have financial consequences.

9.02 e-Builder. The Contractor shall be required to use Owner's Project Management software, e-Builder. One (1) license will be provided to the Contractor at no cost.

**In witness thereof**, the said Contractor, CB Constructors, Inc., and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.

**OWNER**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of  
Schools

Approved as to form and legal content


  
\_\_\_\_\_  
Office of the General Counsel



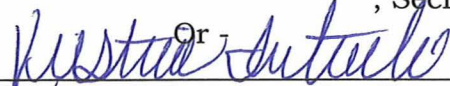
(Corporate Seal)

**CONTRACTOR**

**CB CONSTRUCTORS, INC.**

By   
Michael C. Taylor, President

\_\_\_\_\_, Secretary

  
Witness – Kristina Interlandi

  
Witness – Amanda LaFevers

**CONTRACTOR NOTARIZATION**


STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2 day of July,  
2018 by Michael C. Taylor of Pompano Beach, FL,  
and, N/A of \_\_\_\_\_ N/A, on behalf of the Contractor.

Michael C. Taylor, and, N/A are **personally**  
**known** to me or produced \_\_\_\_\_ as identification and  
did/did not first take an oath.

My commission expires:

  
Signature – Notary Public

(SEAL)

Heather Winkler  
Printed Name of Notary

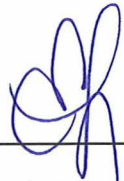
GG192671  
Notary's Commission No.



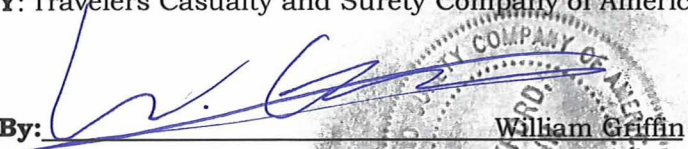
Heather Winkler  
Commission # GG 192671  
Expires: March 6, 2022  
Bonded thru Aaron Notary

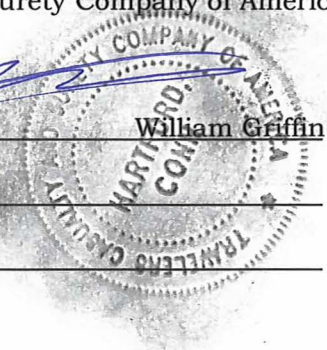
**SURETY ACKNOWLEDGMENT**

The Surety acknowledges that it has read the foregoing Construction Contract and has familiarized itself with the obligations of the Contractor and the Surety as stated therein, which obligations are agreed to by Surety and are incorporated, by reference to the Construction Contract, in the Payment and Performance Bonds.

  
\_\_\_\_\_  
Elizabeth Lang, Surety Witness

**SURETY:** Travelers Casualty and Surety Company of America

  
\_\_\_\_\_  
**By:** William Griffin  
**Its:** Attorney-in-Fact



**Date:** June 29, 2018

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 29th day of June, 2018  
by William Griffin of American Global of Florida, on  
behalf of the Surety.

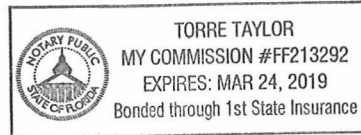
He/she is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath.

My commission expires: March 24, 2019

(SEAL)



\_\_\_\_\_  
Signature – Notary Public



Torre Taylor  
\_\_\_\_\_  
Printed Name of Notary

FF213292  
\_\_\_\_\_  
Notary's Commission No.

**END OF DOCUMENT**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231011

Certificate No. 007065171

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael Marino, and William Griffin

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 7th day of December, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 7th day of December, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, 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, any Second 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of June, 2018.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.