



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 15<sup>th</sup> day of January, 2019 by and between

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

(Hereinafter referred to as "**Owner**" and

**SAGOMA CONSTRUCTION SERVICES, 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.:	18-206C
Project No.:	P.001944
Location No.:	2001
Project Title:	SMART Program Renovations
Facility Name:	Banyan Elementary School

Work of this Contract comprises the general construction of, but not limited to, renovations, including, but not limited to:

- Re-roof buildings 1, 2 and 80.  
The roofs are either nearing or at their end of useful life and are in need of replacement. Also, due to the extent of work scope, SREF requires that the roofs need to be brought into compliance with the current edition of the Florida Building Code.
- Building 1 window replacement.
- Media Center renovations. The large reading room (rm.#116), which is presently used as a multipurpose meeting space for various sized groups. The renovations planned for this room would provide a partition and doors, separating it from corridor #'s 010, 009, 900 & 007. Student Group Toilet room #'s 159 & 160 will also be completely renovated.
- HVAC Test & balance for Buildings 1, 4 & 80.

Constructed pursuant to drawings, specifications and other design documents prepared by Song + Associates, 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 No.	Revision Date
<b>GENERAL</b>			
G100	COVER SHEET GENERAL NOTES, INDEX & ABBREVIATIONS	REV 4	7-20-18
<b>ARCHITECTURAL</b>			
A1.0	OVERALL SITE PLAN		
LS0.0	OVERALL LIFE SAFETY PLAN	REV 3	6-13-18
LS0.1	ENLARGED LIFE SAFETY PLAN	REV 3	6-13-18
DO.0	OVERALL DEMOLITION KEY PLAN		
DO.1	DEMOLITION PLANS – RESTROOMS #159 & #160	REV 1	2-12-18
DO.2	DEMOLITION PLANS – MEETING ROOM #116	REV 2	3-26-18
A2.0	OVERALL FIRST FLOOR KEY PLAN	REV 3	6-13-18
A2.1	NEW FLOOR PLAN	REV 4	6-13-18
A2.2	WINDOW REPLACEMENT PLANS	REV 1	2-12-18
A2.3	INTERIOR ELEVATIONS	REV 4	6-13-18
A2.4	DOOR & WINDOW DETAILS	REV 4	3-26-18
A3.0	PROPOSED RCP	REV 4	6-13-18

A4.0	ROOF DEMOLITION PLANS – BUILDINGS 1 & 2	REV 2	3-26-18
A4.1	ROOF DEMOLITION PLAN – BUILDING 80	REV 2	3-26-18
A4.2	ROOF PHOTOGRAPHS KEY PLAN		
A4.3	ROOF PHOTOGRAPHS	REV 2	3-26-18
A4.4	ROOF PHOTOGRAPHS	REV 2	3-26-18
A4.5	OVERALL ROOF KEY PLAN	REV 2	3-26-18
A4.6	PARTIAL ROOF PLAN	REV 4	3-26-18
A4.7	PARTIAL ROOF PLAN	REV 4	3-26-18
A4.8	PARTIAL ROOF PLAN	REV 4	3-26-18
A4.9	PARTIAL ROOF PLAN	REV 4	3-26-18
A4.10	PARTIAL ROOF PLAN	REV 4	3-26-18
A4.11	ROOF PLANS BUILDINGS 2 & 80		
A5.1	ROOF DETAILS	REV 4	7-20-18
A5.2	ROOF DETAILS	REV 4	7-20-18
A5.3	ROOF DETAILS	REV 4	7-20-18
A5.4	ROOF DETAILS	REV 4	7-20-18
ID-201	INTERIOR FINISHES & SCHEDULE	REV 1	

**STRUCTURAL**

S1	GENERAL STRUCTURAL LEGEND	REV 2	3-26-18
S2	ROOF WIND ZONES	REV 2	3-26-18

**MECHANICAL**

M0.001	MECHANICAL SYMBOLS LEGEND		
M0.002	MECHANICAL GENERAL NOTES		
M2.101	MECHANICAL FIRST FLOOR BLDG 1 – AREA A		
M2.102	MECHANICAL FIRST FLOOR BLDG 1 – AREA B		
M2.103	MECHANICAL FIRST FLOOR BLDG 1 – AREA C		
M2.104	MECHANICAL FIRST FLOOR BLDG 4		
M2.105	MECHANICAL FIRST FLOOR BLDG 80		
M2.106	MECHANICAL FIRST FLOOR BLDG 1 – ROOM 116-159, 160	REV 3	6-13-18
M2-107	MECHANICAL ROOF PLAN BUILDING 1 – AREA A		
M2-108	MECHANICAL ROOF PLAN BUILDING 1 – AREA B		
M2-109	MECHANICAL ROOF PLAN BUILDING 1 – AREA C		
M2-110	MECHANICAL ROOF PLAN BUILDING 1 – AREA D		
M3.101	MECHANICAL ENLARGED PLANS		
M3.102	MECHANICAL ENLARGED PLANS		
M3.103	MECHANICAL ENLARGED PLANS		
M3.104	MECHANICAL ENLARGED PLANS		
M3.105	MECHANICAL ENLARGED PLANS		
M4.101	MECHANICAL CONTROLS		
M4.102	MECHANICAL CONTROLS		
M7.101	MECHANICAL SCHEDULES		

**ELECTRICAL**

E0.001	ELECTRICAL SYMBOLS AND LEGEND	REV 2	3-26-18
E2.100	ELECTRICAL FIRST FLOOR BLDG 1 PLAN	REV 2	3-26-18
E2.101	ELECTRICAL FIRST FLOOR BLDG 1 – TOILET ROOMS	REV 3	6-13-18
E2.102	ELECTRICAL FIRST FLOOR BLDG 1 – MEETING ROOM	REV 1	2-12-18

E3.101	ELECTRICAL ROOF PLAN BUILDING 1	REV 1	
E7.101	POWER RISER & ELECTRICAL SCHEDULES	REV 2	3-26-18
E8.101	ELECTRICAL DETAILS		
E8.102	ELECTRICAL DETAILS		
E8.103	ELECTRICAL DETAILS		
E8.104	ELECTRICAL DETAILS		
<b>PLUMBING</b>			
P0.001	PLUMBING SYMBOLS AND LEGEND	REV 3	6-13-18
PD2.101	PLUMBING DEMO FIRST FLOOR PLAN BLDG 1 – SANITARY		
PD2.102	PLUMBING DEMO FIRST FLOOR PLAN BLDG 1 – DOMESTIC WATER		
P2.101	PLUMBING FIRST FLOOR BLDG 1 – SANITARY	REV 3	6-13-18
P2.102	PLUMBING FIRST FLOOR BLDG 1 – DOMESTIC WATER	REV 3	6-13-18
P7.101	PLUMBING SCHEDULES	REV 3	6-13-18
P8.101	PLUMBING RISERS & DETAILS	REV 3	6-13-18

2.03 The Project Manual:

- Division 0 – Documents
- Division 1 – General Requirements
- Division 3 – Concrete
- Division 4 – Masonry
- Division 5 – Metals
- Division 7 – Thermal & Moisture Protection
- Division 8 – Doors & Windows
- Division 9 – Finishes
- Division 10 – Specialties
- 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:

Dollars **\$1,691,549.00**

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:

**180 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.



## **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	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Herve Apollon

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The School Board of Broward  
County, Florida

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

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Contractor:	SAGOMA Construction Services, Inc.	3116 S Andrews Ave. Ft. Lauderdale, FL 33316
Surety's Agent:	Accredited Surety and Casualty Company, Inc	4798 New Broad Street Suite 200 Orlando, FL 32814
Project Consultant:	Song + Associates, Inc.	1545 Centerpark Dr. North West Palm Beach, FL 33401

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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, **SAGOMA CONSTRUCTION SERVICES, 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:

\_\_\_\_\_  
Heather P. Brinkworth, Chair

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

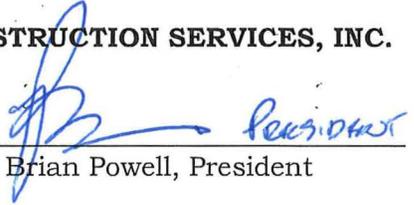
Approved as to form and legal content

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

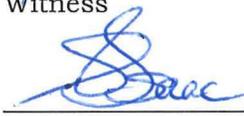


**CONTRACTOR**

**SAGOMA CONSTRUCTION SERVICES, INC.**

By   
Brian Powell, President

\_\_\_\_\_, Secretary  
Or -   
Witness

  
Witness

**CONTRACTOR NOTARIZATION**

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of DECEMBER,  
2018 by BRIAN POWELL of SAGOMA CONSTRUCTION SVCS, INC.  
and, SAMANTHA ISAAC of SAGOMA CONSTRUCTION SVCS, INC.  
on behalf of the Contractor.

BRIAN POWELL, and, SAMANTHA ISAAC are personally  
known to me or produced \_\_\_\_\_ as identification and  
did/did not first take an oath.

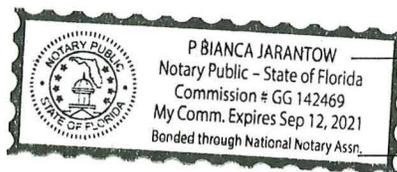
My commission expires:

  
Signature - Notary Public

P. Bianca Jarantow  
Printed Name of Notary

GG 142469  
Notary's Commission No.

(SEAL)



**SURETY ACKNOWLEDGEMENT**

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.

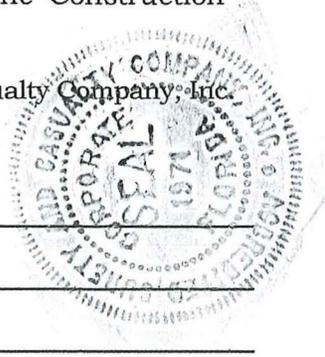
**SURETY:** Accredited Surety and Casualty Company, Inc

*[Signature]*  
*[Signature]*

**By:** *David Rudnik*

**Its:** Attorney-in-Fact

**Date:** 12/13/18



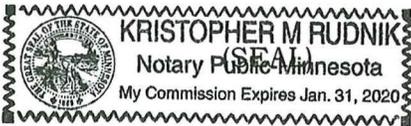
STATE OF Minnesota

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 13th day of December, 2018 by David J. Rudnik of Accredited Surety and Casualty Company, Inc., on behalf of the Surety.

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

My commission expires: January 31, 2020



*[Signature]*  
Signature - Notary Public

Kristopher M. Rudnik  
Printed Name of Notary

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

**END OF DOCUMENT**

ACCREDITED SURETY AND CASUALTY COMPANY, INC.

ORLANDO, FLORIDA

CERTIFIED POWER OF ATTORNEY

No. 10084019

KNOW ALL MEN BY THESE PRESENTS: That Accredited Surety and Casualty Company, Inc. herein after referred to as "Accredited" a Florida corporation, having its principal office at 4798 New Broad Street, Suite 200, Orlando Florida, 32814 does hereby make, constitute and appoint:

Chelsea A. Bremer, Kerri Hatton-Rudnik, David J. Rudnik

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to each in their separate capacity if more than one is named above, to sign, execute and deliver on its behalf surety bonds and other instruments of similar nature excluding bail bonds not to exceed:

THREE MILLION DOLLARS (\$3,000,000.00)

The acknowledgment and execution of any such document by the said Attorney-in-Fact shall be as binding upon this company as if such bond has been executed and acknowledged by the regularly elected Officers of this company. Accredited further certifies that this power is a true and exact copy of the resolution of the Board of Directors of Accredited duly adopted and now in force, to wit: "ALL bonds of the corporation shall be executed in the corporate name of the company an authorized Officer and they may appoint Attorneys-in-Fact or agents, who shall have authority to issue bonds in the name of the Company."

IN WITNESS WHEREOF, the said ACCREDITED SURETY AND CASUALTY COMPANY, INC. has caused these presents to be executed and its corporate seal to be hereto affixed by its authorized Officer this 6th day of December, 2016.



ACCREDITED SURETY AND CASUALTY COMPANY, INC.

By: Todd M. Campbell  
Todd M. Campbell, President and CEO

STATE OF FLORIDA } SS  
COUNTY OF ORANGE } SS

On this 6th day of December, 2016, before me, a Notary Public, personally appeared the above named Officer who is personally known to me, and being duly sworn, acknowledged that he/she signed the above Power of Attorney as an authorized Officer of the said ACCREDITED SURETY AND CASUALTY COMPANY, INC., and acknowledged said instrument to be the voluntary act of said corporation.

VALERIE M. HARVEY  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # FF125201  
EXPIRES 8/22/2018  
BONDED THRU 1-888-NOTARY1

Valerie M. Harvey  
Notary Public, State of Florida

I, the undersigned, Officer of Accredited, do hereby certify that this is a true and correct copy of a Power of Attorney. In testimony whereof, I have hereunto set my hand and the corporate seal of Accredited which is still in full force and effect this \* 13th day of December, 2018. Signed and sealed at the City of Orlando, Florida.

ACCREDITED SURETY AND CASUALTY COMPANY, INC.

By: Marney N. Emel  
Marney N. Emel, Chief Financial Officer



\* IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.  
NOTE: For verification of the authority of this power, call (888) 668-2791 any business day between 8:00am and 5:00pm EST.  
WARNING: Any unauthorized reproduction or alteration of this document is prohibited.