



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

**(754) 321-0505**

---

**Document 00520: Agreement Form**

---

**THIS AGREEMENT** made and entered into this 20 day of October, 2020 by and between

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

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

**HEDRICK BROTHERS CONSTRUCTION CO, 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.:	FY21-024
Project No.:	P.001844
Location No.:	1951
Project Title:	SMART Program Renovations
Facility Name:	Park Ridge Elementary School

Scope of Work consists of but is not limited to:

1. Reroofing of multiple buildings.
2. Exterior Door and Frame Replacement
3. Exterior Wall Repainting
4. Interior renovations to Media Center and Selected Restrooms
5. Mechanical, Electrical, Plumbing Fire Protection and Fire Alarm replacements and/or upgrades

Constructed pursuant to drawings, specifications and other design documents prepared by CES Engineering Services, LLC. (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:

<b>Drawing Number</b>	<b>Drawing Title</b>	<b>Revision No.</b>	<b>Date</b>
	COVER		01/23/19
GN-001	DRAWING INDEX	1	03/05/19
GN-002	GENERAL NOTES	1	03/05/19
GN-401	CHILD ADA DETAILS	1	03/05/19
A-100	DEFICIENCY CAMPUS SITE PLAN		01/23/19
A-101	ROOF SITE PLAN		01/23/19
FLS00-100	BUILDING # 1 – LIFE SAFETY PLAN	1	03/05/19
A01-100	BUILDING # 1 – OVERALL FLOOR PLAN		01/23/19
A01-110	BUILDING # 1 – OVERALL ROOF PLAN – EXISTING		01/23/19
A01-111	BUILDING # 1 – REROOFING PARTIAL ROOF DEMO PLAN		01/23/19
A01-112	BUILDING #1 – REROOFING – PARTIAL DEMOLITION PLAN		01/23/19
A01-113	BUILDING # 1 – REROOFING PARTIAL ROOF DEMO PLAN	1	03/05/19
A01-114	BUILDING # 1 – REROOFING PARTIAL ROOF PLAN NORTH	1	03/05/19
A01-115	BUILDING # 1 – REROOFING PARTIAL ROOF PLAN	1	03/05/19
A01-400	BUILDING # 1 – PLUMBING FIXTURE CALCULATIONS		01/23/19
A01-401	BUILDING # 1-ADA RESTROOM RENOVATION-ENLARGED PLAN	1	03/05/19
A01-402	BUILDING # 1-ADA RESTROOM RENOVATION – INTERIOR ELEVATIONS		01/23/19

A01-403	BUILDING # 1-ADA RESTROOM RENOVATION-ENLARGED PLAN	1	03/05/19
A01-404	BUILDING # 1-ADA RESTROOM RENOVATION - INTERIOR ELEVATIONS		01/23/19
A01-422	BUILDING # 1 - PROPOSED MEDIA CENTER		01/23/19
A02-110	BUILDING # 2 - REROOFING - OVERALL DEMO ROOF PLAN		01/23/19
A02-111	BUILDING # 2 - REROOFING PARTIAL ROOF DEMO PLAN		01/23/19
A02-112	BUILDING # 2 - REROOFING PARTIAL ROOF DEMO PLAN		01/23/19
A02-113	BUILDING # 2 - OVERALL ROOF PLAN - PROPOSED		01/23/19
A02-114	BUILDING # 2 - REROOFING - PARTIAL ROOF PLAN		01/23/19
A02-115	BUILDING # 2 - REROOFING - PARTIAL ROOF PLAN		01/23/19
A03-101	BUILDINGS 3,4,5 AND 7 - FLOOR & ROOF PLAN		01/23/19
A75-101	BUILDING #75 - FLOOR & ROOF PLAN		01/23/19
A-501	GENERAL DETAILS	1	03/05/19
A-601	DOOR SCHEDULE		01/23/19
A-701	PARTITION TYPES & DETAILS		01/23/19
A-801	ROOF DETAILS		01/23/19
A-802	ROOF DETAILS		01/23/19
A-803	ROOF DETAILS		01/23/19
A-805	ROOF DETAILS		01/23/19
S00-000	STRUCTURAL NOTES	1	03/05/19
S00-201	TYPICAL DETAILS AND SECTIONS		01/23/19
S00-202	TYPICAL DETAILS AND SECTIONS		01/23/19
S01-001	BLDG #1 ROOF WIND PRESSURE DIAGRAM		01/23/19
S01-101A	BLDG. 1 ROOF PLAN - A		01/23/19
S01-101B	BLDG. 1 ROOF PLAN - B		01/23/19
S02-001	BLDG. 2 ROOF WIND PRESSURE DIAGRAM		01/23/19
S02-101A	BLDG. 2 ROOF PLAN - A		01/23/19
S02-101B	BLDG. 2 ROOF PLAN - B		01/23/19
S03-001	BLDG. 3 & 4 ROOF PLAN AND WIND PRESSURE DIAGRAM		01/23/19
M-0	MECHANICAL LEGEND, NOTES, AND SYMBOLS	1	03/05/19
M-01	MECHANICAL DETAILS	1	03/05/19
MD-1	BUILDING 7 & 75 DEMOLITON PLAN		01/23/19
MD-2	BUILDING 1 - ROOF PLAN - AREA A		01/23/19
MD-3	BUILDING 1 - ROOF PLAN - AREA B	1	03/05/19
MD-4	BUILDING 2 - ROOF PLAN AREA A AND B		01/23/19
MD-5	BUILDINGS 3 & 4 - ROOF PLANS		01/23/19
M-1	BUILDING 1 - MECHANICAL PLAN - AREA A		01/23/19
M-2	BUILDING 1 - MECHANICAL PLAN - AREA B		01/23/19
M-3	BUILDING 2 - AREA A AND B ROOF PLAN		01/23/19
M-4	BUILDINGS 7 & 75 MECHANICAL PLANS	1	03/05/19
M-5	BUILDING 1 - ROOF PLAN - AREA A	1	03/05/19

M-6	BUILDING 1 – ROOF PLAN – AREA B	1	03/05/19
M-7	BUILDING 2 – ROOF PLAN – AREA A AND B		01/23/19
M-8	BUILDINGS 3 & 4 – ROOF PLANS	1	03/05/19
M-9	MECHANICAL CONTROL DIAGRAMS		01/23/19
M-10	MECHANICAL RESTROOM WORK PLAN		01/23/19
P-0	PLUMBING LEGEND AND NOTES	1	03/05/19
PD-1	BUILDING 1 ROOF DEMOLITION PLAN – AREA A	1	03/05/19
PD-2	BUILDING 1 ROOF DEMOLITION PLAN – AREA B	1	03/05/19
PD-3	BUILDING 2 – ROOF DEMOLITION PLAN – AREA A AND B		01/23/19
P-1	BUILDING 1 FIRST FLOOR PLAN – AREA A	1	03/05/19
P-2	BUILDING 1 FIRST FLOOR PLAN – AREA B		01/23/19
P-3	BUILDING 1 ROOF PLAN – AREA A	1	03/05/19
P-4	BUILDING 1 ROOD PLAN – AREA B	1	03/05/19
P-5	BUILDING 2 – ROOF PLAN – AREA A AND B	1	03/05/19
P-6	PLUMBING WORK PLAN		01/23/19
P-7	BUILDINGS 75 PLUMBING PLANS	1	03/05/19
P-8	BUILDING 1 ROOF DRAIN RISER	1	03/05/19
FP-0	FIRE PROTECTION LEGEND AND NOTES		01/23/19
FP-1	FIRE PROTECTION WORK PLAN		01/23/19
E-0	ELECTRICAL LEGEND AND ABBREVIATIONS	2	04/01/19
ED-1	BUILDING 1 DEMOLITION PLAN – AREA A		01/23/19
ED-2	BUILDING 1 DEMOLITION PLAN – AREA B		01/23/19
ED-3	BUILDING 2 – AREA A AND B DEMOLITION PLAN		01/23/19
ED-4	BUILDINGS 3, 4, 5, 7, 8, & 75 DEMOLITION PLANS		01/23/19
ED-5	BUILDING 1 ROOF DEMOLITION PLAN – AREA A		01/23/19
ED-6	BUILDING 1 ROOD DEMOLITION PLAN – AREA B		01/23/19
E-1	BUILDING 1 POWER PLAN – AREA A	2	04/01/19
E-2	BUILDING 1 POWER PLAN – AREA B	2	04/01/19
E-3	BUILDING 2 – AREA A AND B POWER PLAN	2	04/01/19
E-4	BUILDING 3,4,5,7,8 & 75 POWER PLAN	2	04/01/19
E-5	BUILDING 1 ROOF PLAN – AREA A		01/23/19
E-6	BUILDING 1 ROOF PLAN – AREA B		01/23/19
E-7	ELECTRICAL RESTROOM WORK PLAN	1	03/05/19
E-8	ELECTRICAL RISER DIAGRAM		01/23/19
E-9	PANEL SCHEDULES	1	03/05/19
E-10	FIRE ALARM RISER DIAGRAM	2	04/01/19
M0.00	EXISTING DRAWINGS		08/15/08
M2.00	EXISTING DRAWINGS		08/15/08
V-1	EXISTING DRAWINGS		01/12/90
AC-1	EXISTING DRAWINGS		01/12/90
AC-2	EXISTING DRAWINGS		01/12/90
AC-3	EXISTING DRAWINGS		01/12/90
AC-4	EXISTING DRAWINGS		01/12/90
M-001	EXISTING DRAWINGS		02/02/09

## 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 and Plastics
- Division 7 - Thermal & Moisture Protection
- Division 8 - Doors and Windows
- Division 9 - Finishes
- Division 10 - Special Construction
- Division 11 - Equipment
- Division 12 - Furnishing
- 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 \$2,645,532.00

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:

**254 Consecutive calendar days from the commencement date stipulated on Document 00550: Notice To Proceed**





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 Ft. Lauderdale, FL 33311 Attn: Joseph Aoun
	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:	Hedrick Brothers Construction Co, LLC.	2200 Centrepark West Drive West Palm Beach, FL 33409
Surety's Agent:	Travelers Casualty and Surety Company of America	One Tower Square Hartford, CT 06183

---

Project Consultant: CES Engineering Services, 2937 W. Cypress Creek Rd.  
LLC. Suite 102  
Fort Lauderdale FL 33309

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 use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and Contractor; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes. Licenses shall be provided to Contractor to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

9.02.01 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

9.02.02 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

9.02.03 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, Big Three-Monthly Updates, etc.) and other design and/or construction milestones and deadlines.

9.02.04 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting

minutes (using the approved meeting minutes' template) and confirmation of actual meeting attendees.

- 9.02.05 Access to e-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Programs Controls Support, telephone number (754) 321-1537, [eBuilderLicense@browardschools.com](mailto:eBuilderLicense@browardschools.com). Upon receipt, review and acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses with Programs Control Support. Additional training may be provided based on availability. 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, Hedrick Brothers Construction Co., LLC., 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

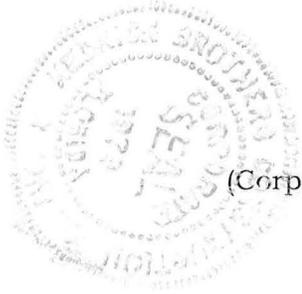
ATTEST:

\_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to form and legal content

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



(Corporate Seal)

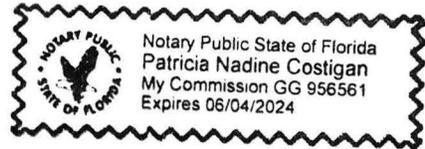
**CONTRACTOR**

**HEDRICK BROTHERS  
CONSTRUCTION CO., LLC.**

By Erik Himmel  
Erik Himmel, President

\_\_\_\_\_, Secretary  
Or - Cheryl  
Witness  
Kenneth  
Witness

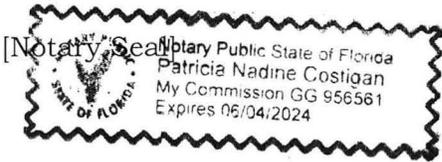
Patricia Nadine Costigan



**CONTRACTOR NOTARIZATION**

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30<sup>th</sup> day of Sept. 2020 (date) by Erik Himmel, President (name of officer or agent, title of officer or agent) of Hedrick Brothers Construction (name of corporation acknowledging) , a Florida Owned Company (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.



Patricia Nadine Costigan  
Notary Public

Patricia Nadine Costigan  
Name typed, printed or stamped

My Commission Expires: June 4, 2024

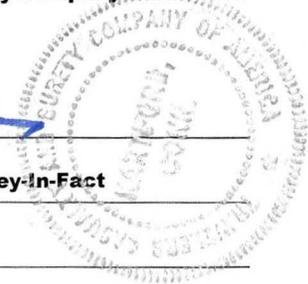
**SURETY ACKNOWLEDGMENT**

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.

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

Melissa Beckworth  
**Melissa Beckworth, Account Manager**  
Anita Waters  
**Anita Waters, Account Manager**

By: [Signature]  
Its: **James C. Congelio, Attorney-in-Fact**  
Date: **September 30, 2020**



STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this **30th Day of September, 2020** (date) by James C. Congelio (name of officer or agent, title of officer or agent) of **Travelers Casualty and Surety Company of America** (name of corporation acknowledging) , a Connecticut (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

Melissa Beckworth  
Notary Public

[Notary Seal]



**Melissa Beckworth**  
Name typed, printed or stamped

My Commission Expires: **January 13, 2023**

**END OF DOCUMENT**