

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS IS AN AGREEMENT, entered into on December 2, 2015 between

the Owner: City of Dania Beach, Florida
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

and the Contractor: MBR Construction, Inc.
(Name and address) 1020 NW 51 Street
Fort Lauderdale, Florida 33309

The Project is: **BEACH REVITALIZATION PROJECT - PHASE I**

City Bid No.: **15-011**

SCOPE OF SERVICES

The Owner and Contractor agree as follows:

ARTICLE 1.0

THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Agreement and any Exhibits to it; Amendments and any Exhibits to it, and any renewal(s) and any Exhibits to it. The Agreement, Amendment(s) and renewal(s) to it are made a part of and incorporated into these Bid Documents by this reference, other documents referenced or listed in this Agreement; including but not limited to those identified in Section 11.1.8 below, Conditions of the Contract (General, Supplementary, and other Conditions); Drawings; Specifications; Addendum or Addenda issued prior to the execution of this Agreement; modifications issued after execution of this Agreement, all bid documents and Contractor's response to them. All of the documents form the Agreement, and are as fully a part of the Agreement as if attached to it, or repeated in it. The Contract represents the entire and integrated Agreement between the parties to it and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be changed and are not subject to negotiation.

ARTICLE 2.0

THE WORK OF THIS CONTRACT

2.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3.0

DATE OF COMMENCEMENT, SUBSTANTIAL AND FINAL COMPLETION

3.1 The Date of Commencement is the date from which the Contract Time is measured, and shall be the date set forth in the NOTICE TO PROCEED as issued by the Owner.

Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk, and the Owner shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, Owner may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that Owner terminates this Contract for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the NOTICE TO PROCEED, Owner may terminate the Contract immediately, without providing an opportunity to cure.

3.2 The Contractor shall achieve **Substantial Completion** not later than One Hundred Eighty (180) calendar days from the date set forth in the NOTICE TO PROCEED, and he/she/it shall achieve **Final Completion** of the entire Work not later than Two Hundred Ten (210) calendar days from the date set forth in the NOTICE TO PROCEED, as issued by the Owner and subject to adjustments of the Contract Times as provided in the Contract Documents.

3.3 The parties have agreed that since they are unable to ascertain the amount of damages which would be suffered by Owner as a result of Contractor's failure to timely complete all Work required by the date set forth above, the amount of one-tenth (0.01) of one percent (1%) of the contract value, inclusive of adjustments, per day, but not less than Five Hundred Dollars (\$500.00) per day, which amount has been agreed to by the parties, is considered to be Owner's liquidated damages, and it is not a penalty. It shall be assessed against the Contractor until substantial and final completion, respectively, are achieved.

ARTICLE 4.0 **CONTRACT SUM**

4.1 The Owner shall pay the Contractor, for the Contractor's performance of the Work the Contract Sum of One Million Four Hundred Fifty Nine Thousand Eight Hundred Thirty Five (\$1,459,835.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the cost agreed upon by the parties, for the satisfactory performance of the Work in accordance with the Contract Documents.

4.3 The value of any construction Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways at the Owner's option:

- a. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved without additional fees.
- b. By mutual acceptance of a lump sum price.

4.4 Contractor may expend funds only for allowable costs resulting from obligations incurred during the specified Agreement period.

4.5 Any balance of unobligated funds which have been advanced or paid must be refunded to the City.

4.6 Any funds paid in excess of the amount to which the Contractor or sub-contractor is entitled under the terms of the Agreement must be refunded to the City.

4.7 Any additional information as required in Section 215.97, Florida Statutes.

ARTICLE 5.0
PROGRESS PAYMENTS

51 Based upon Applications for Payment submitted to the Consultant by the Contractor and Certifications of Payment issued by the Consultant, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below, elsewhere in the Contract Documents and in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act."

52 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

53 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Consultant may require. This Schedule, unless objected to by the Consultant, shall be used as a basis for reviewing the Contractor's Applications for Payment.

54 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

55 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

a. Payment for services performed may be made on a monthly basis upon approval of the Application for Payment by the designated official of the Owner. The Contract may include phases of performance to be negotiated. There will be separate phases for design responsibilities and for construction responsibilities. Retainage will be withheld on all payments as authorized by state law until Owner acceptance of the Project and Owner has received evidence of satisfactory completion of the Contract.

b. Ten percent (10%) of monies earned by the contractor shall be retained by Owner until Final Completion and acceptance by Owner, except for the following items: General Conditions and self-performed work performed on a cost reimbursement basis, if any. After fifty percent (50%) of the Work has been completed, Contractor may request that the Contract Administrator reduce the retainage to five (5%) percent of all monies previously earned and all monies earned thereafter, and Owner shall grant such request, provided that there are no pending claims by the Owner for delay or otherwise, and provided further that there are no pending third

party claims against the Owner as a result of the Work, including claims for non-payment by Contractor's lower-tiered subcontractors and suppliers ("Claims"). At any time thereafter, Contract Administrator may increase retainage back to ten percent (10%) of all monies previously earned and all monies earned thereafter, if in the sole discretion of the Contract Administrator, such increase is necessary to protect the Owner from any Claims, and such retainage may be deducted from any monies then due or that is to become due the Contractor. After ninety (90%) percent of the Work has been completed, and provided that there are no pending Claims, the Contract Administrator may reduce the retainage to two and one-half (2-1/2%) percent of all monies previously earned and all monies earned thereafter. Subsequent to Final Completion and prior to Final Payment, Contract Administrator may reduce retainage to a nominal amount at the sole discretion of the Contract Administrator. Any reduction in retainage shall be in the sole discretion of the Contract Administrator, and Contractor shall have no entitlement to a reduction. Owner shall hold retainage in the amount of two and one-half percent (2-1/2%) or such reduced amount as applicable, until the expiration of any applicable warranty period(s) to ensure completion of Contractor's warranty obligations and maintenance of all required insurance Coverage during the warranty period(s). Any interest earned on retainage shall accrue solely to the benefit of Owner.

c. Owner may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective Contractor or Subcontractor Work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor
3. Failure of Contractor to make payments properly to subcontractors or for material or labor.
4. Damage to another subcontractor not remedied.
5. Failure of Contractor to provide any and all documents required by the Contract Documents.

56 Each Application for Payment after the first Application shall be accompanied by a Certification of Payment form, provided by the Owner, from the Contractor and each Supplier and Subcontractor, in amounts equal to those stated in the PRIOR Application for the Contractor and each Subcontractor and each Subcontractor, Material/Labor Supplier so due payment. The Application for Payment for Retainage shall be accompanied by a final Certification of Payment and Release of Claim form from the Contractor, each Supplier and Subcontractor in amounts equal to those stated in the Schedule of Values.

ARTICLE 6.0 **FINAL PAYMENT**

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when: 1) the Contract has been fully performed by the

Contractor except for the Contractor's responsibility to correct nonconforming Work, if any, which obligation survives final payment and continues thereafter; 2) a final Certification of Payment has been issued by the Consultant; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Consultant's final Certification of Payment; 3) final Certification of Payment has been furnished from the Contractor, Suppliers and Subcontractors; and 4) a Consent of Surety, if any, for final payment.

ARTICLE 7.0
INDEMNIFICATION OF OWNER

7.1 The selected Contractor shall, in addition to any other obligation to indemnify the Owner and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Owner, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

b. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Contractor in the performance of the work;

c. liens, claims, actions made by the Contractor or other party performing the work;

d. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to Contract or in an attempt to collect monies due or claimed to be due to the Owner.

ARTICLE 8.0
TERMINATION OR SUSPENSION OF AGREEMENT

8.1 TERMINATION BY THE CONTRACTOR:

a. The Contractor may terminate the Agreement if the Work is stopped for a period of twenty (20) consecutive days through no act or fault of the Contractor, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with the Contractor, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction, and

2. an act of government, such as a declaration of national emergency, making material unavailable.

b. If one of the above reasons exists, the Contractor may, upon five (5) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work performed.

8.2 TERMINATION BY THE OWNER FOR CAUSE:

a. The Owner may terminate the Agreement if the Contractor:

1. fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;

2. fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including Owner;

3. commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the Owner, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;

4. fails to obtain or maintain all insurance Coverage required by the Contract Documents; or

5. otherwise is guilty of substantial breach of a provision of the Agreement or Contract Documents.

b. When the Owner terminates the Agreement, the Contractor shall not be entitled to receive any further payment until the Work is completed and approved by the Engineer.

c. All damages, costs and charges incurred by Owner, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Owner shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Owner the amount of such excess.

d. If, after Notice of Termination or Suspension of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of Owner and Contractor shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

8.3 TERMINATION BY THE OWNER FOR CONVENIENCE:

The Agreement may be terminated for convenience by Owner upon fifteen (15) days advance written notice to Contractor, and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all acceptable work performed prior to termination and shall not be entitled to any other costs, fees or payments.

8.4 SUSPENSION BY THE OWNER FOR CAUSE:

The Owner may order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as deemed necessary by the Owner, if the Contractor fails to maintain all insurance Coverage required by the Contract Documents. Any delay in the Work caused by a lapse in Coverage shall be deemed non-excusable, shall not be grounds for a time extension, and shall be subject to any other applicable provisions in the Agreement and Contract Documents concerning Contractor delay.

8.5 SUSPENSION BY THE OWNER FOR CONVENIENCE:

a The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part, for such period of time as the Owner may determine, and the Contractor shall be entitled to an appropriate time extension, provided the suspension delays the critical path of the Work.

b If such suspension exceeds ninety (90) consecutive days, Contractor may also be entitled to an adjustment in the Contract Sum for increases in the cost of performance of the Contract resulting directly from the suspension, delay, or interruption, including reasonable profit on such increased cost; provided however, that no adjustment will be made to the extent:

1. that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which Contractor is responsible;
2. that Contractor fails to adequately document the cost increase;
3. that the Contractor would have incurred the cost increase regardless of the suspension, delay, or interruption, or
4. that an equitable adjustment is made or denied under another provision of the Agreement or Contract Documents.

8.6 RECEIPT OF NOTICE OF TERMINATION ORSUSPENSION

Upon receipt of Notice of Termination or suspension, Contractor shall deliver or otherwise make available to Owner all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Agreement or Contract Documents, whether completed or in process.

ARTICLE 9.0 INSURANCE COVERAGE

9.1 The Firm shall not commence Work under the Agreement until Firm has obtained all insurance required under this Article, and not until such time that the coverages are approved by the Risk Manager of the City. The Firm shall not allow any employee of the Firm or any Subcontractor to commence Work on any subcontract until the Subcontractor and all

Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Firm shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the Firm's delivery of Certificates of Insurance for all coverages required in the Agreement and RFP Documents:

9.11 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with your Proposal submittal on the date and time of the Proposal opening.

If the "preliminary" certificates are not included with your Proposal submittal, then the City has the right to consider the submitted Proposal as non-responsive on the date and time of the Proposal openings. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Firm does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

9.12 "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Apparent Low Bidder", then the City has the right to consider the awarded Agreement to the successful Firm as void and to negotiate a contract with the next lowest Responding Firm. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" Certificates of Insurance.

9.13 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Firm is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

9.14 Coverages shall be in force until all Work required to be performed under the terms of the Agreement is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, then in that event, the Firm shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement. THE FIRM AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE

WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE RFP DOCUMENTS CONCERNING THE FIRM'S DELAY.

INSURANCE REQUIREMENTS

9.2 The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Firm shall be held responsible for any modifications, deviations, or omissions in these insurance requirements.

9.2.1 GENERAL LIABILITY INSURANCE

9.2.1 General Liability insurance is to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate. Annual Aggregate shall apply "Per Job".

SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE: (to be confirmed on or attached to the Official Certificate of Insurance)

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification);
- "The City of Dania Beach, Florida" is named as an Additional "Named" Insured; The products and completed operations coverage shall apply for the Owner as additional "named" insured for a period of no less than five (5) years following the completion of the Project. Contractor's products and completed operations policy shall have no time limitation on the coverages for the Owner's additional "named" insured status. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- Copy of Additional Named Insured Endorsement or other endorsements may be attached to the Certificate.

9.2.2 WORKERS' COMPENSATION INSURANCE shall be maintained by Firm and any Subcontractors during the term of the Agreement, and it is to apply to all "statutory employees" of Firm (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Firm, its employees, and Subcontractors.

- In the case any work is sublet as otherwise addressed in the Agreement or RFP Documents, the Firm shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage

afforded by the Firm, by furnishing statutory limits Part A.

- Employer's Liability Part B shall be in an amount of no less than One Hundred Thousand Dollars (\$100,000.00) each accident, and Five Hundred Thousand Dollars (\$500,000.00) for disease policy and limits of no less than One Hundred Thousand (\$100,000.00) for each employee.

IN NO EVENT SHALL THE FIRM BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

**SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Firm has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

923 **AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and no less than One Million Dollars (\$1,000,000.00) annual aggregate, to include coverage for owned, hired, and non-owned vehicles.

**SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- "The City of Dania Beach, Florida" is named as an Additional "Named" Insured;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Firm has responsibility for notification); and
- Waiver of Subrogation in favor of City.

924 If there is a subcontractor authorized in writing in advance by the City to perform any portion of any work, then such subcontractor shall provide all insurance coverages as the Contractor.

9.3 The Contractor shall hold the Owner, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete the Project. The Owner reserves the right to require Contractor to provide and pay for any other insurance coverage the City deems necessary, depending upon the possible exposure to liability. Current Certificates of Insurance shall be provided and on file with the City at all times.

ARTICLE 10.0
LICENSES, PERMITS AND FEES.

10.1 In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit or fee a Contractor will have to pay the Owner before or during the Work, items or services to be provided, the percentage method or unit method of all licenses, permits and fees required by the Owner and payable to the Owner, by virtue of the Work, items or services as part of the Contract are as follows:

10.1.1 Contractor shall have and maintain during the term of the Contract any and all appropriate Owner licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the Owner's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF OWNER LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**

10.1.2 During the performance of the Contract, there may be times when the Contractor will be required to obtain an Owner permit for such Work, or in connection with the items or services. It is the responsibility of the Contractor to insure that it has the appropriate Owner permits as may become necessary during the performance of the Contract. **Any fees related to the Owner required permits in connection with the Contract will be the sole responsibility of the Contractor.**

10.1.3 Licenses, permits, and fees that may be required by Broward County, state or federal entities are not included in the above list.

ARTICLE 11.0
ENUMERATION OF CONTRACT DOCUMENTS

11.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

11.1.1 The Agreement is this executed Agreement between Owner and Contractor.

11.1.2 The General Conditions are the General Conditions of the Contract for Construction.

11.1.3 The Supplemental and other conditions of the Contract are those contained in the Contract Documents dated September 14, 2015.

11.1.4 The Specifications are those contained in the Contract Documents listed in the Table of Contents.

11.1.5 The Drawings are dated September 14, 2015 as amended.

11.1.6 The Addendum or Addenda, if any, is/are in Section 00900 and summarized below:

Number

Date

11.1.7 The Certification of Payment forms and Project Closeout Forms are those contained in the Contract Documents.

11.1.8 Other documents forming part of the Contract Documents are as follows:

00001	TITLE PAGE
00002	PROJECT DATA
00003	TABLE OF CONTENTS
00004	LIST OF DRAWINGS
00010	NOTICE TO BIDDERS
00020	NOTICE OF APPARENT LOW BIDDER
00100	INSTRUCTIONS TO BIDDERS
00200	GEOTECHNICAL REPORT – when applicable 00300 BID FORM
00400	INSURANCE AGENT STATEMENT
00410	BID SECURITY FORM
00420	CONTRACTOR’S SWORN QUALIFICATION STATEMENT
00430	ACKNOWLEDGMENT OF INSPECTION
00440	PUBLIC ENTITY CRIMES STATEMENT
00450	NON-COLLUSION AFFIDAVIT
00460	CONFORMANCE WITH FLORIDA TRENCH SAFETY ACT
00470	INDEPENDENCE AFFIDAVIT
00500	AGREEMENT BETWEEN OWNER & CONTRACTOR
00510	ACKNOWLEDGMENT, IF INDIVIDUAL
00520	ACKNOWLEDGMENT, IF PARTNERSHIP
00530	ACKNOWLEDGMENT, IF CORPORATION
00600	PERFORMANCE BOND
00610	PAYMENT BOND
00620	CERTIFICATE(S) OF INSURANCE
00630	CONFORMANCE WITH OSHA STANDARDS
00640	HAZCOM TRAINING/INFORMATION
00700	GENERAL CONDITIONS
00800	SUPPLEMENTAL CONDITIONS
00900	ADDENDUM
00910	WARRANTY BOND
00920	CERTIFICATION OF PAYMENT AND PAY ESTIMATE APPROVAL FORM
00930	CERTIFICATION OF PAYMENT AND PARTIAL RELEASE OF CLAIM
00940	CERTIFICATION OF PAYMENT AND FINAL RELEASE OF CLAIM
00950	CONSENT OF SURETY
00960	PROJECT CLOSEOUT
00970	CLOSEOUT PACKAGE CHECKLIST

ARTICLE 12.0
MISCELLANEOUS PROVISIONS

121 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

122 Other governmental entities may elect to purchase the goods and services specified in this Agreement, which shall be made available upon the same terms and conditions as those specified in this Agreement.

ARTICLE 13.0
GOVERNING LAW; CONSENT TO JURISDICTION

13.1 The law of the State of Florida shall govern this Contract. This Contract is not subject to arbitration. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.

ARTICLE 14.0
SUCCESSORS AND ASSIGNS

14.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract. Neither party to the Contract shall assign the Contract or any portion of it without advance written consent of the other.

ARTICLE 15.0
WRITTEN NOTICE

15.1 Whenever any party desires to give notice to the other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended. The places for giving of notice shall remain as set forth below until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the Owner designate the following as the respective persons and places for the giving of notice:

Owner's Representative:	Robert Baldwin, City Manager City of Dania Beach, Florida 100 West Dania Beach Blvd. Dania Beach, Florida 33004
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Project Manager:	Ronnie Navarro, City Engineer Public Services Department
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1201 Stirling Road
Dania Beach, FL 33004

Project Consultant:

EDSA, Inc.
Attn: Kona Gray at kgray@edsaplan.com
Attn: John Torti at jtorti@edsaplan.com
1512 East Broward Boulevard, Suite 110
Fort Lauderdale, Florida 33301
Telephone: (954) 524-3330
Facsimile: (954) 524-0177

ARTICLE 16.0 **RIGHTS AND REMEDIES**

16.1 Duties and obligations imposed by the Contract Documents and rights and remedies available under them shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

16.2 No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach under it, except as may be specifically agreed in writing.

ARTICLE 17.0 **DISPUTE RESOLUTION**

17.1 CLAIMS AND DISPUTES

a. The responsibility to substantiate a Claim shall rest with the party making the Claim. All Claims must be made in writing and addressed to the Owner and the Consultant.

b. **Process for Resolving a Claim.** The Consultant shall review the Claim and make a recommendation to the Owner. The Owner shall render a final decision regarding the Claim. A decision by the Owner shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of: 1) whether such matters relate to execution and progress of the Work; or 2) the extent to which the Work has been completed.

c. **Time Limits on Claims.** Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims by the Consultant, Contractor or their respective subcontractors must be made by written notice to the Owner. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

d. **Continuing Contract Performance.** Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the

Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

e. **Claims for Concealed or Unknown Conditions.** If conditions are encountered at the Project site which are: 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or 2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist in the locale of the Project site and generally not recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Consultant shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Consultant shall recommend to the Contractor, with the Owner's approval, an equitable adjustment in the Contract Sum, Contract Time, or both. If the Consultant determines that the conditions at the Project site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Consultant shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Consultant has given notice of the decision. If the Consultant and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Owner for final determination.

f. **Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided in these Conditions shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to: 1) a written interpretation from the Consultant; 2) an order by the Owner to stop the Work where the Contractor was not at fault; 3) a written order for a minor change in the Work issued by the Consultant; 4) failure of payment by the Owner; 5) termination of the Contract by the Owner; or 6) Owner's suspension of Work, then the Claim shall be filed in accordance with the procedure established in this Contract.

g. **Claims for Additional Time.**

1. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided in these Conditions shall be given. The Contractor's Claim shall include an estimate of cost and a probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

h. **Injury or Damage to Person or Property.** If either party to the Contract suffers

injury or damage to person or property because of an act or omission of the other party, or any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter.

17.2 RESOLUTION OF CLAIMS AND DISPUTES

a. The Consultant shall review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: 1) request additional supporting data from the claimant; 2) submit a schedule to the parties indicating when the Consultant expects to take action; or 3) suggest a compromise. The Consultant may, at the Owner's direction, notify the surety, if any, of the nature and amount of the Claim. The Consultant shall notify the Owner or the Claimant. The Owner shall make the final determination of whether to pay or dispute the Contractor's Claim.

b. If a Claim has been resolved, the Consultant shall prepare or obtain appropriate documentation.

c. If a Claim has not been resolved, the party making the Claim shall, within ten days after the Consultant's preliminary response, take one or more of the following actions: 1) submit additional supporting data requested by the Consultant; 2) modify the initial Claim; or 3) notify the Consultant that the initial Claim remains valid.

d. The Consultant shall notify the parties in writing of the Owner's decision within seven days of receipt of: 1) additional supporting data; 2) a request to modify the initial Claim; or 3) that the initial Claim stands and the Owner's decision shall be final and binding on the parties but subject to review by a court of competent jurisdiction. The Consultant shall prepare or obtain appropriate documentation regarding the Claim. If there is a surety and there appears to be a possibility of a Contractor's default, the Consultant may, at the Owner's direction, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 18.0 BINDING AUTHORITY

18.1 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 19.0 HEADINGS

19.1 Headings in this Agreement are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

ARTICLE 20.0
EXHIBITS

20.1 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, are treated as parts of this Agreement and are incorporated in it by this reference.

ARTICLE 21.0
SEVERABILITY

21.1 If any provision of this Agreement or application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, and shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

ARTICLE 22.0
ATTORNEY FEES

22.1 Each party shall bear its own attorney fees for any litigation related to the Agreement.

ARTICLE 23.0
EXTENT OF AGREEMENT

23.1 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

ARTICLE 24.0
WAIVER

24.1 Failure of the Owner to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

ARTICLE 25.0
CONFLICT

25.1 In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit to this Agreement and any terms of this Agreement, the terms of this Agreement shall prevail.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals effective the day and year written above.

OWNER:

**CITY OF DANIA BEACH, FLORIDA,
a Florida Municipal corporation.**

ATTEST:

for *Tom Schneider, Deputy City Clerk*
LOUISE STILSON, CMC
CITY CLERK

[Signature]
MARCO A. SALVINO, SR.
MAYOR

DATE: *December 2, 2015*

APPROVED AS TO LEGAL FORM:

[Signature]
THOMAS J. ANSBRO
CITY ATTORNEY

[Signature]
ROBERT BALDWIN
CITY MANAGER

DATE: *December 2, 2015*



WITNESSES:

CONTRACTOR:

MBR Construction, Inc., a Florida Corporation

[Signature]
Signature of Witness

Richard Pestq
PRINT Name of Witness

[Signature]
Signature of Witness

PAOLA DOUAI HI
PRINT Name of Witness

[Signature]
Signature

Mike Boss
PRINT Name

Pres
Title

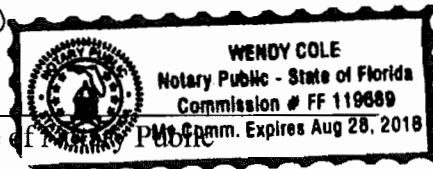
DATE: 11/30/15

The foregoing instrument was acknowledged before me on 12-1-15, 2015, by Michael Boss, who is personally known to me or has produced _____ as identification and did/did not take an oath.

[Signature]
Notary Public

My Commission Expires:

PRINT Name of Notary Public



END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/23/2015

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

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


PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Andrew Noye, CIC, CRIS	CONTACT NAME: Andrew Noye, CIC, CRIS PHONE (A/C, No, Ext): 954-776-2222 E-MAIL ADDRESS:		FAX (A/C, No): 954-776-4446
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED MBR Construction, Inc. Attn: Ron / Mike Boss 1020 NW 51 Street Ft. Lauderdale, FL 33309	INSURER A: Bridgefield Employers Ins. Co+		10701
	INSURER B: Gemini Insurance Co.+		10833
	INSURER C: North River Insurance Company+		21105
	INSURER D: Houston Casualty Company+		42374
	INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	VFGP001730	02/22/2015	02/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		5811042123	02/22/2015	02/22/2016	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 12,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X 83051338	08/05/2015	08/05/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		HCC1463607	10/01/2014	02/22/2016	Each Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Dania is named as additional insured with respect to General Liability on a primary and Non-contributory basis ig required by written contract. Waiver of subrogation applies to general liability and workers compensation in favor of cert holder. 30 days Notice of cancellation applies, except 10 days for non-payment.

CERTIFICATE HOLDER DANIACI City of Dania Beach Administration Building 100 W. Dania Beach Blvd. Dania, FL 33004	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

Policy Number: VFGP001730
Insured Name: MBR CONSTRUCTION, INC.
Number: 11

CG 2010 10 01
Effective Date: 02/22/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS-SCHEDULED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person Or Organization:
AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to “bodily injury” or “property damage” occurring after;

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/23/2015

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

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

PRODUCER  Kim S. Nava Insurance Agency, Inc. 4720 N. Federal Hwy. Ft. Lauderdale, FL 33308	CONTACT NAME: PHONE (A/C, No, Ext): 954-776-5220 FAX (A/C, No): 954-776-4527 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED MBR CONSTRUCTION, INC. 1020 NW 51 ST. FT. LAUDERDALE, FL 33309-3134	INSURER A: State Farm Mutual Automobile Insurance Company 25178	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	1371923 0153151	09/04/2015 09/21/2015	03/04/2016 03/21/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured: City of Dania Beach
 100 West Dania Beach Blvd.
 Dania Beach, FL 33004

CERTIFICATE HOLDER

City of Dania Beach
 100 West Dania Beach Blvd.
 Dania Beach, FL 33004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

KS Nava

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Brown & Brown of Florida, Inc. – West Palm Beach
 1401 Forum Way #400
 West Palm Beach, Florida 33401-2324
 Phone: 561/686-2266
 Fax: 561/686-2313
 Toll Free: 800/433-0104
 www.BBinsurance.com

A.M. BEST RATING OF *Liberty Mutual Insurance Company is A

GENERAL RATING

These rating classifications reflect BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

A++, A+***	<i>Superior</i>	B, B-***	<i>Good</i>
A, A-***	<i>Excellent</i>	C++, C+***	<i>Fair</i>
B++, B+**	<i>Very Good</i>	C, C-***	<i>Marginal</i>

FINANCIAL SIZE CATEGORY

The Financial Size Category is an indication of the size of an Insurer and is based on reported Policyholders' surplus plus conditional or Technical Reserve Funds, such as mandatory securities valuation reserve, other investment and operating contingency funds and/or miscellaneous voluntary reserves reported as liabilities.

(\$ In thousands)			
Class I	\$	Up to	\$ 1,000
Class II	\$	1,000	To \$ 2,000
Class III	\$	2,000	To \$ 5,000
Class IV	\$	5,000	To \$ 10,000
Class V	\$	10,000	To \$ 25,000
Class VI	\$	25,000	To \$ 50,000
Class VII	\$	50,000	To \$ 100,000
Class VIII	\$	100,000	To \$ 250,000
Class IX	\$	250,000	To \$ 500,000
Class X	\$	500,000	To \$ 750,000
Class XI	\$	750,000	To \$ 1,000,000
Class XII	\$	1,000,000	To \$ 1,250,000
Class XIII	\$	1,250,000	To \$ 1,500,000
Class XIV	\$	1,500,000	To \$ 2,000,000
Class XV	\$	2,000,000	To \$ More

The financial information disclosed is the most recent available to Brown & Brown West Palm Beach and is valid as of the date of this document, please refer to A.M. Best's website at www.ambest.com for the most current rating information.

**This is the *front page* of the performance/payment bond issued in compliance with
Florida Statute Chapter 255.05**

Surety Name: Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
678-417-3379

Bond Number: 016067354

Contractor Name: MBR Construction, Inc.
1020 NW 51st Street
Ft. Lauderdale, FL 33309
954-486-8404

Owner Name: City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
954-924-6800

Project Number: City Bid No. 15-011

Project Description: Beach Revitalization Project - Phase I

Project Address: Dania Beach, Florida

Legal Description of Property: Beach Revitalization Project - Phase I

**This is the *front page* of the bond. All other pages are subsequent regardless of the
pre-printed numbers.**

Document 00600

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

MBR Construction, Inc.
1020 NW 51st Street
Ft. Lauderdale, FL 33309

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Date: _____
Amount: \$1,459,835.00
Date: _____
Amount: \$1,459,835.00

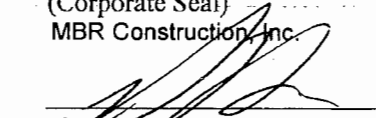
Description (name and location): **REVITALIZATION OF OCEAN PARK – PHASE I**
CITY BID NO. 15-011

BOND

Date (not earlier than Construction Contract Date): _____
Amount: \$1,459,835.00
Modifications to this Bond: None See Page(s) _____

CONTRACTOR AS PRINCIPAL

(Corporate Seal)
MBR Construction, Inc.



Signature

Mr. B. Boss

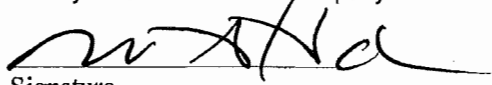
Name

PCS

Title

SURETY

(Corporate Seal)
Liberty Mutual Insurance Company



Signature

Michael A. Holmes

Name

Attorney-In-Fact

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Brown & Brown of Florida, Inc.

Address
800-433-0104

Telephone:
561-686-2313

Facsimile:

1. DEFINITIONS

- (A) **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to them.
- (C) **Contractor Default:** Failure of the Contractor, which failure has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- (D) **Owner Default:** Failure of the Owner, which failure has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of it.

2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated into this document by this reference.
3. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences.
4. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - (A) The Owner has notified the Contractor and the Surety at its address per paragraph ten (10) below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) calendar days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - (B) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty (20) calendar days after the Contractor and the Surety have received notice; and
 - (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
5. When the Owner has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - (A) Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - (B) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - (C) Obtain bids or negotiated proposals from qualified Contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in paragraph six (6) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

- (D) Waive its right to perform and complete, arrange for completion, or obtain a new Contractor acceptable to the Owner and with reasonable promptness under the circumstances:
1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
6. If the Surety does not proceed as provided in paragraph four (4) with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, on its part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- (A) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - (B) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - (C) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
9. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two (2) years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the first page of this document.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with such statutory or legal requirement shall be deemed deleted from this document and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into it. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

N/A
Signature

N/A
Name

N/A
Title

SURETY
(Corporate Seal)

N/A
Signature

N/A
Name

N/A
Title

Dated: N/A , 2015.

END OF PERFORMANCE BOND

Document 00610

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

MBR Construction, Inc.
1020 NW 51st Street
Ft. Lauderdale, FL 33309

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Project Name: **REVITALIZATION OF OCEAN PARK – PHASE I**

City Bid No.: **15-011**

Date: _____ Amount: **\$1,459,835.00**

BOND

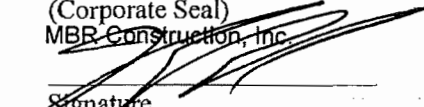
Date (not earlier than
Construction Contract

Date): _____
Amount: **\$1,459,835.00**

Modifications to this Bond: None _____ See Page(s) Last page of Payment Bond

CONTRACTOR AS PRINCIPAL

(Corporate Seal)
MBR Construction, Inc.



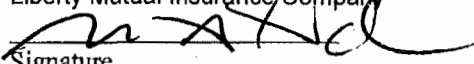
Signature

Mike Boss
Name

Pres
Title

SURETY

(Corporate Seal)
Liberty Mutual Insurance Company



Signature

Michael A. Holmes
Name

Attorney-In-Fact
Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Brown & Brown of Florida, Inc.

1401 Forum Way, 4th Floor

Address
800-433-0104

Telephone
561-686-2313

Facsimile

1. **DEFINITIONS**

(A) **Claimant:** An individual or entity having a direct Contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

(B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to it.

(C) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of the Contract.

2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials

and equipment furnished for use in the performance of the Construction Contract, which is incorporated into this document by this reference.

3. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - (A) Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - (B) Defends, indemnifies and holds harmless the Owner, its elected officials, employees, agents and Consultant from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Work, pursuant to the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
5. The Surety shall have no obligation to Claimants under this Bond until:
 - (A) Claimants who are employed by or have a direct Contract with the Contractor have given notice to the Surety (at the address described in paragraph 13) and sent a copy of the notice to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - (B) Claimants who do not have a direct Contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice of it, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice of it, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

6. If a notice required by paragraph four (4) is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.
7. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and, at the Surety's expense, take the following actions:
 - (A) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - (B) Pay or arrange for payment of any undisputed amounts.
8. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
11. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work, part of the work is located, or after the expiration of one (1) year from the date: 1) on which the Claimant gave the required notice; or 2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of one (1) or two (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with the statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into this Bond. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05, FLORIDA STATUTES, AND ANY LOCATION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND THE TIME LIMITATION PROVISIONS IN SECTION 255.05 (2), FLORIDA STATUTES.

CONTRACTOR AS PRINCIPAL

MBR Construction, Inc.



Signature _____

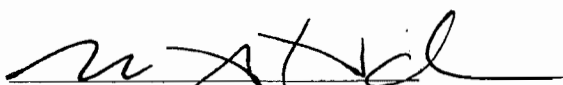
Name Mike Bass

Title Pres

Title

SURETY

Liberty Mutual Insurance Company



Signature _____

Name Michael A. Holmes

Title Attorney-In-Fact

Dated: _____, 2015.

END OF PAYMENT BOND

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

Certificate No. 7095441

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deborah Dickson; Gerald J. Arch; James F. Murphy; Michael A. Holmes

all of the city of WEST PALM BCH, state of FL each individually if there be more than one named; its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of August 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of August, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017.
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 1 day of Dec, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.