

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Bruce Bernard/797-1240 by Herb Hyman/797-1016

SUBJECT: Resolution

AFFECTED DISTRICT: District 1

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PINO KAOPA & ASSOCIATES, INC FOR THE CONSTRUCTION OF THE OAKES ROAD FIRE/RESCUE STATION.

REPORT IN BRIEF: The Town Council approved the bid by Pino Kaoba & Associates, Inc. for construction of the Oakes Road fire/rescue station by Resolution R-2004-255. Upon receipt of the approved resolution, the contractor was able to obtain the necessary insurance certificate, performance and payment bonds to be included in the contract document. Six (6) copies of the contract are attached for signature by appropriate Town staff.

PREVIOUS ACTIONS: Council approved the bid by Resolution R-2004-255.

CONCURRENCES: n/a.

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$2,364,268.00

Account Name: Capital Improvement Program-Fire Protection Services-New
Station-East Account Number 030-3004-522-6204

Additional Comments: Not applicable

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s):

Six (6) copies of contract document

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PINO KAوبا & ASSOCIATES, INC. FOR THE CONSTRUCTION OF THE OAKES ROAD FIRE/RESCUE STATION.

WHEREAS, the Town Council approved Resolution R-2004-255 accepting the bid from Pino Kaoba & Associates, Inc. for the construction of the Oakes Road fire/rescue station; and

WHEREAS, it is in the Town's best interest to execute a contract for such services; and

WHEREAS, after review, the Town Council authorizes the Mayor to execute a contract with Pino Kaoba & Associates, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute a contract with Pino Kaoba & Associates, Inc. for construction of the Oakes Road fire/rescue station which is attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2004

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2004

AGREEMENT

THIS AGREEMENT, made and entered into on the ____ day of _____, 200__, by and between the Town of Davie, Florida, hereinafter called the Owner, and Pino Kaoba & Associates, Inc., hereinafter called the Contractor.

WITNESSETH:

1. That the Contractor, for the consideration hereafter fully set out, hereby agree with the Owner as follows:

That the Contractor shall furnish all the materials, equipment and labor to perform all the work necessary to complete the "Construct Oakes Road Fire Rescue Station" project for the Town of Davie, Florida, all in full and complete accordance with the following Specifications and Contract Documents, which are attached hereto and made a part thereof, as if fully contained herein;

Advertisement for Bids; Instructions to Bidders; General Conditions, Supplementary Conditions, Addenda 1-8, Construction Drawings and Specifications; the Proposal and acceptance thereof.

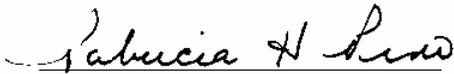
2. That the Contractor shall commence the work performed under this Agreement on the date specified in the Notice to Proceed order from the Owner and shall fully complete all work within 270 (two hundred seventy) calendar days from said date.
3. That the Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the amount of two million three hundred sixty four thousand two hundred and sixty eight dollars (\$2,364,268.00) based on the estimate quantities and unit or lump sum prices contained herein. The Work shall include the Base Bid plus Additive Alternates 1, 2, 3, and 7.
4. That the Owner, within thirty (30) days from the day an Architect's approved Application for Payment is presented to he/she, pay the Contractor the amount approved by the Architect.
5. Partial payment shall be made on the basis or work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate, which is to be retained by the Owner until all work within a particular part has performed strictly within accordance with this Agreement and until such work has been accepted by the Owner.

6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
7. It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of *five hundred dollars (\$500.00)* per calendar day for each day thereafter, Sundays and Holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by the failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in the event of such default by the Contractor.
8. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such Bond to be unsatisfactory or if, for any reason, such Bond ceases to be adequate to cover the performance of the work, the Contractor shall replace the Surety at its expense, within five (5) days after the receipt of notice from such form and amount and with such Surety or Sureties as shall be satisfactory from the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.
9. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the Owner in writing.
10. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the Owner or the Architect. The venue for any legal action shall be in Broward County, Florida.

11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, or from requirements of all specifications. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
12. The Contractor may requisition payments for work completed during the project at monthly intervals. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the Architect. Each requisition shall be submitted in quintuplet (5) to the Architect for approval. Ten percent (10%) of all monies earned by the Contractor shall be retained by the Owner until the project is totally completed as specified and accepted.
13. The Contractor shall perform all work required by the Contract Documents for the *Construct Oakes Road Fire Rescue Station* project, **Bid No. B-04-93**.

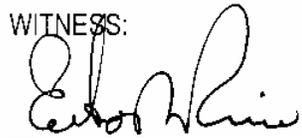
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in quintuplet (5) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

Pino Kaoba & Associates, Inc.
CONTRACTOR


BY

Patricia H. Pino, President
TITLE

WITNESS:



DATE: 12/1/04

OWNER

Town of Davie, Florida
Municipal Corporation

ATTEST:

RUSSELL MUNIZ
Town Clerk

TOM TRUEX
Mayor

(Seal)

CHRISTOPHER J. KOVANES
Interim Town Administrator

APPROVED AS TO FORM AND
CORRECTNESS:

DATE: _____

MONROE D. KIAR
Town Attorney
Town of Davie

Council Approved: _____
Date

Contract Amount: \$ 2,364,268.00 (including Additive Alternates 1, 2, 3, and 7)

END OF DOCUMENT

ACORD CERTIFICATE OF LIABILITY INSURANCE

11/24/2004

PRODUCER (305)822-7800 FAX
 Collinsworth, Alter, Fowler, Dowling & French
 P. O. Box 9315
 Miami Lakes, FL 33014-9315

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Pino Kaoba & Associates, Inc.
 13780 SW 56 Street
 Suite 220
 Miami, FL 33175

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Amerisure Mutual Ins Co	
INSURER B:	Amerisure Insurance Co	09088
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	GL200846800	05/04/2004	05/04/2005	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
A		AUTOMOBILE LIABILITY	CA200964600000	05/04/2004	05/04/2005	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
		GARAGE LIABILITY				AGG	\$
		ANY AUTO					
B		EXCESS/UMBRELLA LIABILITY	CU201237700	05/04/2004	05/04/2005	EACH OCCURRENCE	\$ 2,000,000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
		DEDUCTIBLE					
		RETENTION \$					
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC200847100	05/04/2004	05/04/2005	WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

REF: Oakes Road Fire Rescue Station.

Certificate holder is named as Additional Insured on the general liability insurance for operations being performed by insured.

CERTIFICATE HOLDER

Town of Davie
 Town Hall, Attention Cherly Dolin
 6591 Orange Drive
 Davie, FL 33314

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Patrick Murphy/RM

Patrick C. Murphy



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Bond No. 6731

DOCUMENT 00601

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address)
PINO KAObA & ASSOCIATES, INC.
13780 S.W. 56 St, #220
Miami, FL 33175

SURETY (Name and Principal Place of Business)
First Sealord Surety, Inc.
4901 N.W. 17th Way
Ft. Lauderdale, FL 33309

OWNER (Name and Address):

TOWN OF DAVIE
6591 Orange Drive
Davie, Florida 33314

CONSTRUCTION CONTRACT

Date:
Amount: \$ 2,364,268.00
Description (Name and Location):

Construct Oakes Road Fire Rescue Station

BID NO. B-04-93
ADDRESS: 4491 Oakes Road

BOND

Date (Not earlier than Construction Contract Date):
Amount: \$ 2,364,268.00
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company (Corporate Seal)
Pino Kaoba & Associates, Inc.
Signature: Patricia H. Pino, President

SURETY
Company (Corporate Seal)
First Sealord Surety, Inc.
Signature: Charles D. Nielson, Attorney-in-Fact and Florida Resident Agent

CONTRACTOR AS PRINCIPAL
Company (Corporate Seal)
Signature:
Name and Title:

SURETY
Company (Corporate Seal)
Signature:
Name and Title:

1. 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 herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety, at its address described in Paragraph 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) 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, subsequently to declare a Contractor Default; and
 - 3.2 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) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 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.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly, and at the Surety's expense, take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

- 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- 4.3 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 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor 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.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) 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, as provided in Subparagraph 4.4, and the Owner refuses the payment tendered, or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, 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:

- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract.
 - 6.2 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
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contract.
7. 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.
 8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in Broward County within two (2) years after Contractor Default, or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. The provisions of limitation available to Sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
 11. 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 said statutory or legal requirement shall be deemed deleted herefrom, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Construct Oakes Road Fire Rescue Station

Document 00601

Page 4 of 5

12. DEFINITIONS:

- 12.1 **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.
- 12.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 **Contractor Default:** Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 **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 thereof.



FIRST SEALORD SURETY, INC.

Principal Office
33 Rock Hill Road
Bala Cynwyd, PA 19004
(610) 664-2324

**RIDER TO BOND
BONDED PRINCIPAL DISCLOSURE NOTICE
OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, effective November 26, 2002, that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage under your existing policy may be affected as follows:

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY YOUR BOND FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM, IF ANY, IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS 90% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THERE IS A CAP ON OUR LIABILITY TO PAY FOR SUCH LOSSES IF THE AGGREGATE AMOUNT OF INSURED LOSSES UNDER THE ACT EXCEEDS \$100,000,000,000 DURING THE APPLICABLE PERIOD FOR ALL INSURED AND ALL INSURERS COMBINED. IN THAT CASE, WE WILL NOT BE LIABLE FOR THE PAYMENT OF ANY AMOUNT WHICH EXCEEDS THAT AGGREGATE AMOUNT OF \$100,000,000,000. YOUR BOND SETS FORTH THE EXTENT AND SCOPE OF APPLICABLE COVERAGE. THERE IS CURRENTLY NO PREMIUM CHARGE FOR THIS COVERAGE, BUT FIRST SEALORD SURETY RESERVES THE RIGHT TO CHARGE PREMIUM FOR SUCH COVERAGE IN THE FUTURE.

**First Sealord Surety, Inc.
Power of Attorney**

Power No: MIA-0137-04-11912

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint **Charles J. Nielson, Charles D. Nielson, Warren M. Aifer, Joseph P. Nielson, Peter A. Thomson, Ronald C. Opferman and/or Richard M. Butin** all of Miami Lakes, Florida

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

***** **Not To Exceed Two Million Five Hundred Thousand Dollars** ----- (\$2,500,000.00) ----- *****

Such insurance policies, surety bonds, undertakings and instruments for said purposes; when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



(Seal)

Attest: _____

Gary L. Bragg, Secretary

Commonwealth of Pennsylvania
County of Montgomery

First Sealord Surety, Inc.

By: _____

Joel D. Cooperman, Vice President

On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority.



(Seal)

Anthony T. Stewart

- Notary Public

Notarial Seal
Anthony T. Stewart, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires August 5, 2006
Member, Pennsylvania Association of Notaries

CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this _____ day of _____, 20____

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 6731), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

Gary L. Bragg, Secretary

Nielson, Alter & Associates, Inc.
Bond Department

Public Works Bond
In compliance with Florida Statutes 255.05(1)(a)

Bond No.	6731
Contractor	<i>Pino Kaoba & Associates, Inc.</i>
Address	13780 Southwest 56th Street Miami, Florida 33183
Phone No.	(305) 385-5732
Surety Company	First Sealord Surety, Inc.
Address	4901 Northwest 17th Way, Suite 304 Fort Lauderdale, Florida 33309
Phone No.	(954) 351-2030
Owner Name	The Town of Davie
Address	6591 Orange Drive Davie, Florida 33314
Phone No.	(954) 797-1191
Contract/Project No.	Bid No. B-04-93
Project Name	<i>Construct Oakes Road Fire Rescue Station</i>
Project Location	4491 Orange Drive, Davie, Florida
Legal Description and Street Address	See Attached Legal Description 4491 Orange Drive, Davie, Florida
Description of Work	Construction of Fire Rescue Station

Front Page

**All other bond page(s) are deemed subsequent to this page regardless
of any page number(s) that may be preprinted thereon.**

LEGAL DESCRIPTION:

PARCEL "A" YAF PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH:

A PORTION OF THE RIGHT OF WAY AS SHOWN ON THE YAF PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND A PORTION OF NEWMAN'S SURVEY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF PARCEL A OF SAID YAF PLAT; THENCE NORTH 88°41'49" EAST, ALONG THE SOUTH LINE OF PARCEL A OF SAID YAF PLAT, 41.84 FEET TO THE POINT OF BEGINNING; (THE FOLLOWING FIVE COURSES ARE ALONG THE SOUTH LINE OF SAID PARCEL A); THENCE NORTH 88°41'49" EAST, 43.39 FEET; THENCE NORTH 01°18'11" WEST, 12.00 FEET; THENCE NORTH 88°41'49" EAST, 70.00 FEET; THENCE SOUTH 78°01'35" EAST, 45.84 FEET; THENCE NORTH 81°51'38" EAST, 41.97 FEET; THENCE SOUTH 15°01'28" WEST, ALONG A LINE BEING THE PROLONGATION OF THE EAST LINE OF SAID PARCEL A, A DISTANCE OF 67.80 FEET; THENCE SOUTH 88°41'49" WEST, ALONG THE CENTERLINE OF SW 30TH STREET (OAKS ROAD) 183.40 FEET; THENCE NORTH 14°50'17" EAST, ALONG A LINE BEING THE PROLONGATION OF THE EAST LINE OF THE 40 FOOT ACCESS EASEMENT ALONG THE WEST SIDE OF SAID PARCEL A, AS SHOWN ON SAID YAF PLAT, 41.84 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA, CONTAINING 8772 SQUARE FEET (0.201 ACRES), MORE OR LESS.

TOTAL PARCEL AREA = 49,188 SQUARE FEET OR 1.1282 ACRES MORE OR LESS.

DESCRIPTION: (VACATION OF A PORTION OF OAKS ROAD)

A PORTION OF THE RIGHT-OF-WAY FOR OAKS ROAD, LYING WITHIN THE NORTH 35.00 FEET OF THE NORTHEAST ONE-QUARTER (N.E.¼) OF SECTION 25, TOWNSHIP 50 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF PARCEL "A" OF "YAF PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PARCEL "A" ON A PLAT BEARING OF NORTH 88°41'49" EAST 41.84 FEET, THENCE SOUTH 14°50'17" WEST 41.84 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (N.E.¼) OF SAID SECTION 25, NORTH 88°41'49" EAST 183.40 FEET; THENCE ALONG A SOUTHERLY PROLONGATION OF THE EAST LINE SAID PARCEL "A", SOUTH 15°01'28" WEST 36.47 FEET; THENCE PARALLEL WITH AND 35.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E.¼), SOUTH 88°41'49" WEST 183.27 FEET; THENCE ALONG A SOUTHERLY PROLONGATION OF THE EAST LINE OF THAT CERTAIN 40 FOOT ACCESS EASEMENT ALONG THE WEST SIDE OF SAID PARCEL "A" AS SHOWN ON SAID "YAF PLAT", NORTH 14°50'17" EAST 36.44 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 6417 SQUARE FEET (0.147 ACRES) MORE OR LESS.

OAKS ROAD FIRE RESCUE STATION
4491 OAKS ROAD, DAVIE, FL

NORTH 1/2 of R/W

SOUTH 1/2 of R/W

Bond No. 6731

DOCUMENT 00600

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address)
PINO KAORA & ASSOCIATES, INC.
13780 S.W. 56 Street
Miami, FL 33175

SURETY (Name and Principal Place of Business)
First Seaford Surety, Inc.
4901 N.W. 17th Way
Ft. Lauderdale, FL 33309

OWNER (Name and Address):

TOWN OF DAVIE
6591 Orange Drive
Davie, Florida 33314

CONSTRUCTION CONTRACT

Date:

Amount: \$ 2,364,268.00

Description (Name and Location):

Construct Oakes Road Fire Rescue Station

BID NO. B-04-93
ADDRESS: 4491 Oakes Road

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$ 2,364,268.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company (Corporate Seal)
PINO KAORA & ASSOCIATES, INC.

Signature: *Patricia H. Pino*
Name and Title: Patricia H. Pino,
President

CONTRACTOR AS PRINCIPAL

Company (Corporate Seal)

Signature: _____
Name and Title:

SURETY
Company (Corporate Seal)
FIRST SEAFORD SURETY, INC.

Signature: *Charles D. Nielson*
Name and Title:
Charles D. Nielson, Attorney-in-Fact
and Florida Resident Agent

Company (Corporate Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28B (1984 Edition)

_____ through the joint efforts of the Surety Association of America, Architects Joint Contract Documents Committee, the Associated General Contractors of America, American Institute of Architects, American Subcontractors Association and the Associated Specialty Contractors.

Construct Oakes Road Fire Rescue Station

Document 00600

Page 1 of 5

1. 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 herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of 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.
3. With respect to Claims, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 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 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 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 thereof, 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 thereof, 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.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly, and at the Surety's expense, take the following actions:
 - 6.1 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.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. 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.
8. Amounts owed by the Owner to 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.
9. 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.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. 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 or part of the work is located or after the expiration of one (1) year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (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 acceptable.
12. 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.
13. 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 said statutory or legal requirement shall be deemed deleted herefrom, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. 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.
15. **DEFINITIONS**
 - 15.1 **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 Architect 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.

- 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 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 thereof.



FIRST SEALORD SURETY, INC.

Principal Office
33 Rock Hill Road
Bala Cynwyd, PA 19004
(610) 664-2324

**RIDER TO BOND
BONDED PRINCIPAL DISCLOSURE NOTICE
OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, effective November 26, 2002, that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage under your existing policy may be affected as follows:

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY YOUR BOND FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM, IF ANY, IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS 90% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THERE IS A CAP ON OUR LIABILITY TO PAY FOR SUCH LOSSES IF THE AGGREGATE AMOUNT OF INSURED LOSSES UNDER THE ACT EXCEEDS \$100,000,000,000 DURING THE APPLICABLE PERIOD FOR ALL INSURED AND ALL INSURERS COMBINED. IN THAT CASE, WE WILL NOT BE LIABLE FOR THE PAYMENT OF ANY AMOUNT WHICH EXCEEDS THAT AGGREGATE AMOUNT OF \$100,000,000,000. YOUR BOND SETS FORTH THE EXTENT AND SCOPE OF APPLICABLE COVERAGE. THERE IS CURRENTLY NO PREMIUM CHARGE FOR THIS COVERAGE, BUT FIRST SEALORD SURETY RESERVES THE RIGHT TO CHARGE PREMIUM FOR SUCH COVERAGE IN THE FUTURE.

**First Sealord Surety, Inc.
Power of Attorney**

Power No: MIA-0137-04-11913

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint **Charles J. Nielson, Charles D. Nielson, Warren M. Alter, Joseph P. Nielson, Peter A. Thomson, Ronald C. Opferman and/or Richard M. Butin** all of Miami Lakes, Florida

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

***** **Not To Exceed Two Million Five Hundred Thousand Dollars** ----- (\$2,500,000.00) ----- *****

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President; and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



(Seal)

Attest:

Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By:

Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania
County of Montgomery

On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority.



(Seal)

Anthony T. Stewart

- Notary Public

Notarial Seal
Anthony T. Stewart, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires August 5, 2006
Member, Pennsylvania Association of Notaries

CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this _____ day of _____, 20____

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 6731), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

Gary L. Bragg
Gary L. Bragg, Secretary