SECTION V

CONTRACT DOCUMENTS

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Bond No.:_____

PUBLIC CONSTRUCTION BOND

(1)

This bond is given to comply with § 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in subsections (2) and (10).

Pursuant to § 255.05(1)(b), Florida Statutes, "**Before commencing the work** or before recommencing the work after a default or abandonment, **the contractor shall provide to the public entity a certified copy of the recorded bond**. Notwithstanding the terms of the contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the contractor until the contractor has complied with this paragraph."

CONTRACTOR	SURETY	OWNER
_____	_____	City of Clearwater
[*name*]	[*name*]	Parks & Recreation Dept.
_____	_____	100 S. Myrtle Avenue
_____	_____	Clearwater, FL 33756
[*principal business address*]	[*principal business address*]	(727) 562-4856
_____	_____	
[*phone number*]	[*phone number*]	

BRIGHT HOUSE FIELD - HV/AC UNITS REMOVAL/REPLACEMENT & MISCELLANEOUS WORK
PROJECT NO. 16-0023-PR-B

PROJECT DESCRIPTION: [*A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement*]

BY THIS BOND, We, _____, as Contractor, and _____, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of $[x,xxx,xxx.xx], for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the contract dated _____, between Contractor and Owner for construction of [*Bright House Field HVAC Renocation*], the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond, Instructions to Bidders, General Conditions, Plans, Technical Specifications and Appendix, and such alterations as may be made in said Plans and Specifications as therein provided for), at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the contract; and

Bond No.:_____

PUBLIC CONSTRUCTION BOND
(2)

4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and

5. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

7. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this _____ day of _____, 20___.

(If sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

[Kenyon & Partners , Inc.

By: _____
Title: _____
Print Name: _____

WITNESS:

_____
Corporate Secretary or Witness
Print Name: _____

(affix corporate seal)

WITNESS:

_____
Print Name: _____

_____
(Corporate Surety)

By: _____
ATTORNEY-IN-FACT
Print Name: _____

(affix corporate seal)

(Power of Attorney must be attached)

CONTRACT
(1)

This **CONTRACT** made and entered into this ___ day of _____, 20___ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and _____, of the City of _____ County of _____ and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:]

This **CONTRACT** made and entered into this ___ day of _____, 20___ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and _____, a/an _____(State) Corporation authorized to do business in the State of Florida, of the City of _____ County of _____ and State of _____, hereinafter designated as the "Contractor".

WITNESSETH:

That the parties to this contract each in consideration of the undertakings, promises and agreements on the part of the other herein contained, do hereby undertake, promise and agree as follows:

The Contractor, and his or its successors, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools and equipment for the following:

BRIGHT HOUSE FIELD - HV/AC RENOVATIONS
PROJECT NO. 16-0023-PR-B

in the amount of Base bid $383,170.41 & Additive Alternate Bid $323.430.14

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, technical specifications, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY OR THE CONTRACTOR OR THE CONTRACTOR'S SUB CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB CONTRACTOR, AGENT SERVANTS OR EMPLOYEES, TO THE LIMITS OF § 725.06(2).

CONTRACT

(2)

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the public construction bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such public construction bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

CONTRACT
(3)

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUTODIAN OF PUBLIC RECORDS AT 727-562-4092, **Rosemarie.Call@myclearwater.com**, 112 S. Osceola Ave., Clearwater, FL 33756

The contractor's agreement to comply with public records law applies specifically to:

a) **Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.**

b) **Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.**

c) **Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.**

d) **Upon completion of the contract , transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.**

e) **A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.**

f) **The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.**

g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

j) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

CONTRACT
(4)

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

CITY OF CLEARWATER

IN PINELLAS COUNTY, FLORIDA

By: _____ (SEAL)
William B. Horne, II
City Manager

Attest:

_____
Rosemarie Call
City Clerk

Countersigned:

By: _____
George N. Cretekos,
Mayor

Approved as to form:

_____
Matthew M. Smith
Assistant City Attorney

Contractor must indicate whether
_____ Corporation
_____ Partnership
_____ Company
or
_____ Individual

_____
(Contractor)

By: _____ (SEAL)
Print Name: _____
Title: _____

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation – **provide Affidavit**.

CONSENT OF SURETY TO FINAL PAYMENT

TO OWNER:	City of Clearwater Parks & Recreation Dept. 100 S. Myrtle Ave. Clearwater, FL 33756	**PROJECT NAME:** **BRIGHT HOUSE FIELD - HV/AC RENOVATIONS** PROJECT NO.: 16-0023-PR-B CONTRACT DATE: [_____] BOND NO. : [_____], recorded in O.R. Book [____], Page [____], of the Public Records of Pinellas County, Florida.

CONTRACTOR: [_____]

Pursuant to § 255.05(11), Florida Statutes, and in accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the:

[*insert name of Surety*]
[*address*]
[*address*]

,SURETY,

on bond of

[*insert name of Contractor*]
[*address*]
[*address*]

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve Surety of any of its obligations to

City of Clearwater
[*Parks & Recreation Dept*]
100 S. Myrtle Ave.
Clearwater, FL 33756

,OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand this ___ day of _____, _____

_____
(Surety)

_____
(Signature of authorized representative)

_____
(Printed name and title)

Attest:
(Seal):

Bond No.: N/A

PROPOSAL/BID BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Kenyon & Partners, Inc. as Contractor, and Developers Surety and Indemnity Company as Surety, whose address is 100 2nd Ave South, St. Petersburg, FL 33701, are held and firmly bound unto the City of Clearwater, Florida, in the sum of Thirty-Eight Thousand Three Hundred Five 84/100 Dollars ($ 38,305.84) (being a minimum of 10% of Contractor's total bid amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Kenyon & Partners, Inc. as Contractor, and Developers Surety and Indemnity Company as Surety, for work specified as: Bright House Field HVAC Renovation; Project # 16-0023-RP-B

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided herefor, all within Pinellas County, is accepted and the contract awarded to the above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract, in writing, and furnish the required Public Construction Bond with surety or sureties to be approved by the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and the full amount of this Proposal/Bid Bond will be paid to the City as stipulated or liquidated damages.

Signed this 12 day of September, 2016.

Principal must indicate whether:

X Corporation
____ Partnership
____ Company
or
____ Individual

Kenyon & Partners, Inc.
Contractor

Principal

By: President
Title

Developers Surety and Indemnity Company

Surety David B. Shick, Attorney-in-Fact and Licensed Florida Resident Agent #A241176

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation – **provide Affidavit.**

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

David B. Shick

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this May 23, 2013.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Gregg N. Okura
Gregg N. Okura, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

State of California
County of Orange

On May 23, 2013 before me, Gina L. Garner, Notary Public
Date — Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gina L Garner
Gina L. Garner, Notary Public

GINA L. GARNER
COMM. # 2021213
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires May 18, 2017
WMD2

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 12th day of September, 2016.

By: _____
Mark J. Lansdon, Assistant Secretary

ID-1438(Rev.05/13)

AFFIDAVIT

(To be filled in and executed if the bidder is a corporation)

STATE OF FLORIDA FL)

COUNTY OF Hillsborough)

Dean Kenyon being duly sworn, deposes and says that he/she is Secretary of Kenyon & Partners, Inc. a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

3203 Queen Palm Dr	Tampa	Hillsborough	FL
(Street & Number)	(City)	(County)	(State)

Affiant further says that he is familiar with the records, minute books and by-laws of Kenyon & Partners, Inc.
(Name of Corporation)

Affiant further says that Dean Kenyon is President
(Officer's Name) (Title)
of the corporation, is duly authorized to sign the Proposal for Kenyon & Partners, Inc. or said corporation by virtue of _____
(state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption).

_____
Affiant

Sworn to before me this 12th day of September, 2016.

_____
Notary Public

Lisa Mullins
Type/print/stamp name of Notary

FF 956067
Title or rank, and Serial No., if any

Lisa Mullins COMMISSION Number FF956067 EXPIRES April 30, 2020 Bonded thru Aaron Notary Notary Public, State of Florida

NON COLLUSION AFFIDAVIT

STATE OF FLORIDA FL)

COUNTY OF Hillsborough)

Dean Kenyon being, first duly sworn, deposes and says that he is

President of Kenyon & Partners, Inc.,

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Clearwater, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this 12 day of September, 20 16.

Notary Public

Lisa Mullins
COMMISSION
Number
FF956067
EXPIRES
April 30, 2020
Bonded thru Aaron Notary
Notary Public, State of Florida

PROPOSAL
(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

BRIGHT HOUSE FIELD - HV/AC RENOVATIONS
PROJECT NO. 16-0023-PR-B

and doing such other work incidental thereto, all in accordance with the contract documents, marked

BRIGHT HOUSE FIELD - HV/AC RENOVATIONS
PROJECT NO. 16-0023-PR-B

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Clearwater, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Public Construction Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Clearwater, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Clearwater, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

PROPOSAL
(2)

If the foregoing Proposal shall be accepted by the City of Clearwater, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Clearwater, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

Attached hereto is a bond or certified check on See Attached Bond _____ Bank, for the sum of _____ ($ 38,305.84)
(being a minimum of 10% of Contractor's total bid amount).

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment or possible benefit, whether sub contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:	ADDRESSES:
Dean Kenyon	3203 Queen Palm Dr, Tampa, FL 33619

Signature of Bidder: _____

PROPOSAL
(3)

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal: Dean Kenyon

By: _____ Title: President

Company Legal Name: Kenyon and Partners, Inc.

Doing Business As (if different than above): _____

Business Address of Bidder: 3203 Queen Palm Drive

City and State: Tampa, Florida Zip Code 33619

Phone: 813-241-6568 Email Address: cesar.rivera@kenyonandpartners.com

Dated at 12:00 pm, this 12 day of September, A.D., 2016

CITY OF CLEARWATER
ADDENDUM SHEET

PROJECT: **BRIGHT HOUSE FIELD**
HV/AC RENOVATIONS
PROJECT NO. 16-0023-PR-B

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. 1 Date: 8-15-16

Addendum No. 2 Date: 8-18-16

Addendum No. 3 Date: 8-23-16

Addendum No. 4 Date: 8-25-16

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Kenyon & Partners, Inc.
(Name of Bidder)

(Signature of Officer)

President
(Title of Officer)

9/12/16
(Date)

BIDDER'S BASE BID PROPOSAL

PROJECT: BRIGHT HOUSE FIELD - ADDENDUM NO. 4 AUGUST 25, 2016
HV/AC RENOVATIONS
CONTRACT 16-0023-PR-B

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE

Contractor shall provide labor, equipment, materials and all insurances as necessary for removal and replacement of HVAC systems, all associated necessary work such as (removed HVAC system & construction debris disposed off site, removal and replacement of ceiling tile & grid, disconnect and reconnect of electrical service to heat pump/air handler – air handling units, removal and replacement of hose kits with new, all existing ductwork to remain and undisturbed except at connection to HVAC units being replaced, all refrigerant piping and condensate piping to remain unless noted, remove, clean and reinstall balancing valves and strainers, replace water source heat pumps and split systems as shown, replace cooling tower & cooling tower pumps WLP 1 and 2; thermostat controls shall be replace in kind; provide any and all miscellaneous necessary items as required to provide a complete operational HVAC systems) shown on the contract documents and provide a complete operating HVAC systems to the satisfaction of the Owner, Contractor shall include all required sales tax applicable to each bid item as required by governing agencies, Contractor shall submit 10 day notice to Pinellas County Air Quality - there is no asbestos on project as stated on Greenfield Environmental Report, contractor shall provide all necessary items for a complete system and items not listed shall be included somewhere in the bid items listed below:

BASE BID:

1.	Remove & replace WSHP 1.5 Tons. HP-103 HVAC unit include new hose kit, remove & replace controls, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents and above scope of work	Each	1		$5,590.66
2.	Remove & replace WSHP 2 Tons. HP-104 HVAC unit include new hose kit, remove & replace controls, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents and above scope of work.	Each	1		$5,815.36
3.	Remove & replace WSHP 3 Tons. HP-100B, HP-115 & HP-206 HVAC unit include new hose kit, remove & replace controls with new, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents and above scope of work	Each	~~2~~ 3	6,177.02	$18,531.05
4.	Remove & replace WSHP 3.5 Tons. HP-204 HVAC unit include new hose kit, remove & replace controls with new, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents and above scope of work.	Each	1		$6,351.63
5.	Remove & replace WSHP 4 Tons. HP-102A, HP-102B & HP-109 HVAC unit include new hose kit, remove & replace controls with new, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents and above scope of work	Each	~~2~~ 3	6,496.04	$19,488.13

BIDDER'S BASE BID PROPOSAL (continued ....)

PROJECT: BRIGHT HOUSE FIELD - ADDENDUM NO. 4 AUGUST 25, 2016
HV/AC RENOVATIONS
CONTRACT 16-0023-PR-B

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
6.	Remove & replace WSHP 5 Tons. HP-105 & HP-114B HVAC unit include new hose kit, remove & replace controls with new, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents and above scope of work	Each	2	7,192.45	$14,384.90
7.	Remove & replace Desert Aire Split System with new unit, remove & replace controls with new, remove & replace roof curbs with new, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents &above scope of work.	Each	1		$34,095.70
8.	Remove and replace cooling tower per cooling tower schedule, dispose existing of cooling tower, provide new roofing curbing and repair roofing as necessary provide all miscellaneous items to provide a complete operational cooling tower unit as stated in the contact documents & above scope of work CT-1	Each	1		$103,372.08
9.	Remove and replace cooling tower P-1 & P-2 with new pumps provide all miscellaneous items for a complete operational cooling tower pumping units as stated in the contact documents	Each	2	6,758.60	$13,517.20
10.	Provide rental crane for removal of existing cooling Tower and other HV/AC units on the roof.	LS	1		$5,178.00
11.	Provide new mini Split HVAC System 3 Tons, AH & CU 301 & 302 include copper continues piping and wrap as required, include new NEMA 3R 22.5 KVA 3 PH Mini Power Center Panel & Transformer Combo provide all necessary roof protection & all other miscellaneous items to provide a complete operational HVAC system in the Diamond Club Concession	Each	2	18,904.215	$37,808.43
12.	Provide Testing & Balance of HVAC System, Provide copy of Test & Balance report in O &M Manual	LS	1		$3,481.00
13.	Mobilization & Demobilization	LS	1		$2,619.03
14.	Notification Fee 10 Day Notice to Pinellas County Air Quality – No Asbestos Found at BHF of associated HVAC Renovation work	LS	1		$100.00
15.	Extended 5 year warranty of all HVAC compressors of Base Bid items	LS	1		$663.40

BIDDER'S BASE BID PROPOSAL (continued ....)

PROJECT: **BRIGHT HOUSE FIELD - ADDENDUM NO. 4 AUGUST 25, 2016**
HV/AC RENOVATIONS
CONTRACT 16-0023-PR-B

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
16.	General Conditions/Supervision	LS	1		$33,646.40
17.	Profit and Overhead	LS	1		$37,534.57
18.	City of Clearwater Building Permit No Fee for City project from Building Dept.	LS	1	N/A	N/A
19.	10% Bid Bond, Performance bond recorded at Pinellas County Court House recorded original provide to the Owner.	L. S.	1		$6,159.20
20.	Sub Total of items 1 – 19				$ 348,~~234.49~~ 336.74
21.	*10% Contingency of line 20 *(Note contingency funds shall only utilized upon written approval by the Owner or the owner's representative to utilize these fund for additional Scope of Work not included in items 1-19 of the Bill of Quantities. Contingency funds not utilized in the implementation of his contract shall be returned to the Owner by closing out purchase order short during close out of the contract (purchase order.)				$ 34,~~823.49~~ 833.67
22.	**Grand Total items 1 through 19 Base Bid Items plus 10% Contingency**				$ 383,~~058.43~~ 170.41

CONTRACTOR NAME: Kenyon and Partners, Inc.

BIDDER'S GRAND TOTAL: $ 383,~~058.43~~ 170.41 (Numbers)

BIDDER'S GRAND TOTAL: Three hundred eighty-three thousand ~~fifty-eight~~ ONE HUNDRED SEVENTY dollars and forty-~~three~~ ONE cents (Words)

A. For extra work: OH&P percentage for materials purchased on a time and material (T&M) basis. **ADD $** 15 **%**

B. For extra work: OH&P percentage for general contractor for subcontractor services on additional work. **ADD $** 15 **%**

C. For extra work: Labor rate for work performed on a time and material basis (includes all taxes and fringe benefits). **ADD $** 49.50 **/HR**

I. CONSTRUCTION SCHEDULE (BASE BID)

1. The contractor agrees to commence work within 7 calendar days from execution of contract and notice to proceed.
2. The contractor further agrees to complete the work within 120 calendar days from execution of contract and notice to proceed per the referenced schedule in the Invitation to Bid.

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

THE OWNER RESERVES THE RIGHT TO SELECT ANY ITEMS AND OR REJECT ALL BIDS. THE TOTAL PRICE SHALL BE BASED ON ITEMS SELECTED BY THE OWNER OF THIS PROJECT.

BIDDER'S ADDITIVE ALTERNATE BID PROPOSAL

PROJECT: **BRIGHT HOUSE FIELD - ADDENDUM NO. 4 AUGUST 25, 2016**
HV/AC RENOVATIONS
CONTRACT 16-0023-PR-B

Contractor shall provide labor, equipment, materials and all insurances as necessary for removal and replacement of HVAC systems, all associated necessary work such as (removed HVAC system & construction debris disposed off site, removal and replacement of ceiling tile & grid, disconnect and reconnect of electrical service to heat pump/air handler – air handling units, removal and replacement of hose kits with new, all existing ductwork to remain and undisturbed except at connection to HVAC units being replaced, all refrigerant piping and condensate piping to remain unless noted, remove, clean and reinstall balancing valves and strainers, replace water source heat pumps and split systems as shown, thermostat controls shall be replace in kind; provide any and all miscellaneous necessary items as required to provide a complete operational HVAC systems) shown on the contract documents and provide a complete operating HVAC systems to the satisfaction of the Owner, Contractor shall include all required sales tax applicable to each bid item as required by governing agencies. Contractor shall provide all necessary items for a complete system and items not listed shall be included somewhere in the bid items listed below:

ADDITITIVE ALTERNATE BID ITEMS:

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
23.	Remove & replace WSHP 1.5 Tons. HP-113 HVAC unit include new hose kit, remove & replace controls, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents and above scope of work	Each	1		$5,182.31
24.	Remove & replace WSHP 2 Tons. HP-110 & HP-306 HVAC unit include new hose kit, remove & replace controls, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents and above scope of work.	Each	2	5,374.01	$10,748.02
25.	Remove & replace WSHP 3 Tons. HP-100A, HP-101, HP-108, ~~HP-115~~, HP-116, HP-201, HP-205, HP-302 & HP-303 HVAC unit include new hose kit, remove & replace controls with new, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents and above scope of work	Each	~~9~~ 8	5,735.67	$45,885.36
26.	Remove & replace WSHP 3.5 Tons. HP-100C, HP-106, HP-112 & HP-203 units include new hose kit, remove & replace controls with new, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents and above scope of work.	Each	4	5,910.08	$23,640.32
27.	Remove & replace WSHP 4 Tons. HP-107, ~~HP-109~~ & HP-202 HVAC unit include new hose kit, remove & replace controls with new, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents and above scope of work	Each	~~3~~ 2	6,054.53	$12,109.06

BIDDER'S ADDITIVE ALTERNATE BID PROPOSAL (continued ....)

PROJECT: **BRIGHT HOUSE FIELD - ADDENDUM NO. 4 AUGUST 25, 2016**
HV/AC RENOVATIONS
CONTRACT 16-0023-PR-B

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
28.	Remove & replace WSHP 5 Tons. HP-114A, HP-207A, HP-207B, HP-301, HP-304, & HP-305 HVAC unit include new hose kit, remove & replace controls with new, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents and above scope of work	Each	6	6,751.10	$40,506.60
29.	Remove and replace Split HVAC System 4 Tons, AH & CU-104 HVAC units, remove & replace controls with new, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents and above scope of work	Each	1		$15,929.16
30.	Provide new Split HVAC System 5 Tons, AH & CU-103 HVAC units, remove & replace controls with new, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents and above scope of work	Each	1		$13,145.82
31.	Provide new Split HVAC System 10 Tons, AH & CU-101 & 102 HVAC units, remove & replace controls with new, provide all miscellaneous items to provide a complete operational HVAC unit as stated in the contact documents and above scope of work	Each	2	19,041.67	$38,083.34
32.	Provide Testing & Balance of HVAC System, Provide copy of Test & Balance report in O &M Manual	LS	1		$7,925.00
33.	Extended 5 year warranty of all HVAC compressors of Alternate Bid items		LS	1	$0.00
34.	General Conditions/Supervision	LS	1		$42,760.21
35.	Profit and Overhead	LS	1		$32,913.29

BIDDER'S ADDITIVE ALTERNATE BID PROPOSAL (continued ....)

PROJECT: **BRIGHT HOUSE FIELD - ADDENDUM NO. 4 AUGUST 25, 2016**
HV/AC RENOVATIONS
CONTRACT 16-0023-PR-B

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
36.	Performance bond	L. S.	1		$5,198.91
37.	Sub Total of items 23 – 36			$	294,027.40
38.	*10% Contingency of line 37 *(Note contingency funds shall only utilized upon written approval by the Owner or the owner's representative to utilize these fund for additional Scope of Work not included in items 23-37 of the Bill of Quantities Additive Alternate. Contingency funds not utilized in the implementation of his contract shall be returned to the Owner by closing out purchase order short during close out of the contract purchase order.)			$	29,402.74
39.	**Grand Total items 23 through 37 Additive Alternate Bid Items plus 10% Contingency**			$	323,~~403.14~~ 430.14

CONTRACTOR NAME: Kenyon and Partners, Inc.

BIDDER'S GRAND TOTAL: $ 323,~~403~~ 430.14.14 (Numbers)

BIDDER'S GRAND TOTAL: Three hundred twenty-three thousand four hundred ~~three~~ Thirty dollars and fourteen cents (Words)

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

THE OWNER RESERVES THE RIGHT TO SELECT ANY ITEMS AND OR REJECT ALL BIDS. THE TOTAL PRICE SHALL BE BASED ON ITEMS SELECTED BY THE OWNER OF THIS PROJECT.

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

PER SECTION III, ITEM 25, IF YOUR BID IS $1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

Authorized Signature

Dean Kenyon
Printed Name

President
Title

Kenyon & Partners, Inc.
Name of Entity/Corporation

STATE OF Florida

COUNTY OF Hillsoborough

The foregoing instrument was acknowledged before me on this 12 day of September, 2016, by Dean Kenyon (name of person whose signature is being notarized) as the President (title) of Kenyon & Partners, Inc. (name of corporation/entity), personally known to me as described herein _____, or produced a _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

Lisa Mullins
Printed Name

My Commission Expires April 30, 2020

NOTARY SEAL ABOVE

Bond No.: N/A

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Kenyon & Partners, Inc.
3203 Queen Palm Dr.,
Tampa, FL 33619

as Principal, hereinafter called the Principal, and
Developers Surety and Indemnity Company
100 2nd Ave South, St. Petersburg, FL 33701

a corporation duly organized under the laws of the State of **Iowa**
as Surety, hereinafter called the Surety, are held and firmly bound unto

Clearwater County Government
601 Old Coachman Road, Clearwater, FL 33765

as Obligee, hereinafter called the Obligee, in the sum of **Ten Percent of Amount Bid in U.S. Dollars-($ 10%)** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a bid for
Bright House Field HVAC Renovation; Project #16-0023-RP-B
HVAC Renovation Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of September, 2016

Kenyon & Partners, Inc.

(Witness)

(Seal)

Developers Surety and Indemnity Company

(Witness)

David B. Shick, Attorney-In-Fact and
Florida Licensed Resident Agent #A241176

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

David B. Shick

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this May 23, 2013.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Gregg N. Okura
Gregg N. Okura, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

State of California
County of Orange

On May 23, 2013 before me, Gina L. Garner, Notary Public
Date — Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)

GINA L. GARNER
COMM. # 2021213
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires May 18, 2017

Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gina L Garner
Gina L. Garner, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 12th day of September, 2016.

By:
Mark J. Lansdon, Assistant Secretary

ID-1438(Rev.05/13)