

CONTRACT

THIS AGREEMENT, made and entered into, this 4 day of April, 2024, by and between the CITY OF HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY, party of the first part ("CRA"), and Ocean Rescue Alliance, party of the second part ("CONTRACTOR").

WITNESSETH: The parties, for the considerations set forth, mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the Contract Documents for:

**Near Shore Mermaid
Project No: BCRA 20-022**

Article 2. The Contract Sum: The CRA shall pay to the CONTRACTOR, subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the CRA by the CONTRACTOR, a copy of the Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of up to \$633,560.00.

Article 3. Partial and Final Payments: The CRA shall pay the CONTRACTOR as follows:

- (a) On the 15th day, or the first business day thereafter, of each calendar month, the CRA shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less ten percent (10%) of the amount of such estimate which is to be retained by the CRA until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CRA; provided, however, that after 50% completion of the work covered by this Agreement, (i) the amount retained from each subsequent progress payment shall be reduced to 5% and (ii) upon presentation by the CONTRACTOR of a payment request for up to one-half of the retainage held by the CRA, the CRA shall promptly make payment to the CONTRACTOR. The parties' rights and obligations regarding retainage are further specified in Florida Statute Section 218.735.
- (b) Upon submission by the CONTRACTOR of evidence satisfactory to the CRA 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, and also, after all guarantees that may be required have been furnished and are found acceptable by the CRA, final payment on account of this Agreement shall be made within 60 days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the ENGINEER and approved by the CRA.

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of written Notice To Proceed and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after the date of written notice as set forth in the Proposal and stated in the Notice to Proceed.

It is mutually agreed between the parties that time is the essence, and in the event that construction of the WORK is not completed within the Contract Time and per intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CRA is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions below of this Contract as liquidated damages sustained by the CRA in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as may be stated therein or contemplated therefrom.

Supplementary General Conditions

Liquidated damages shall be paid by the CONTRACTOR to the CRA for failure to complete work on time in accordance with the following schedule:

CONSTRUCTION/STARTUP/ACCEPTANCE:		
<u>Major Milestones</u>	<u>Completion Time (calendar days from Notice to Proceed issue date)</u>	<u>Liquidated Damages</u>
1. Substantial Completion	350	\$2500/day
2. Project Closeout	75	\$2500/day

Article 5. Additional Bond: It is further mutually agreed between the parties that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work, the CRA shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five days after receipt of notice from the CRA furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CRA. 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 manner and form satisfactory to the CRA.

Article 6. Contract Documents: All of the documents hereinafter listed form the Contract and they are as fully a part of the Contract as if attached hereto or repeated in this Agreement:

1. Contract

2. Proposal

3. Quote

In the event of conflict between the Contract and the Proposal and Quote, the terms and conditions of the Contract shall prevail.

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the city issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the CRA.

Article 9. 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.

Article 10. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of 12 months after final payment and shall immediately correct any defects which may appear during this period upon notification by the CRA or the Engineer.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Article 12. Insurance Coverage: The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's operations under the Contract or Contract Documents, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under Workmen's Compensation, Disability Benefit and other similar employer's liability acts;
- B. Claims for damages because of bodily injury, sickness or disease, or death, or death of his employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

- D. Claims for damages covered by personal injury liability which are sustained (1) by any person as a result of any offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person;
- E. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Certificates of Insurance: The Contractor shall obtain a Certificate of Insurance and endorsements reflecting the necessary coverages as required by the Contract Documents. Certificates of Insurance shall contain a provision that coverages afforded under the policies will not be canceled until at least 30 days prior written notice has been given to the CRA. The City of Hollywood Community Redevelopment Agency must be named as additional insured on all coverage with the exception of Workmen's Compensation. Policies shall be issued by companies authorized to do business under the Laws of the State of Florida. Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Best Key Rating Guide", published by A.M. Best Company.

Insurance Requirements

GENERAL LIABILITY (GL3):

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$2,000,000 Combined Single Limit (CSL)

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Fire Damage

\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of 12 months following the acceptance of work by the CRA.

The CRA shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GENERAL LIABILITY (GLXCU):

Recognizing that the work governed by this contract involves either underground exposures, explosive activities, or the possibility of collapse of a structure, the Contractor's General Liability Policy shall include coverage for the XCU (explosion, collapse, and underground) exposures with limits of liability equal to those of the General Liability Insurance policy.

VEHICLE LIABILITY (VL3):

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$500,000 per Person

\$1,000,000 per Occurrence

\$100,000 Property Damage

The CRA shall be named as Additional Insured on all policies issued to satisfy the above requirements.

WORKERS' COMPENSATION (WC2):

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance. Limits of Liability: Statutory State of Florida.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-X, as assigned by the A.M. Best Company.

The policy must be endorsed to provide the CRA with 30 days' notice of cancellation.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the CRA shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the CRA.

POLLUTION LIABILITY: N/A

The minimum limits of liability shall be:


\$1,000,000 each claim / \$2,000,000 aggregate

Including non-owned disposal sites

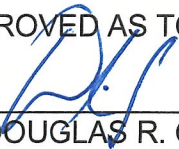
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY
Party of the First Part

By: _____ (SEAL)
JOSH LEVY, BOARD CHAIR

ATTEST: 

PHYLLIS LEWIS,
CRA Clerk

APPROVED AS TO FORM:
By  _____
DOUGLAS R. GONZALES
Board Attorney

APPROVED AS TO FINANCE:
By  _____
YVETTE SCOTT-PHILLIP
Budget Manager

CONTRACTOR
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____	_____ (SEAL)
(Witness)	(Signature of Individual)

_____	_____
(Witness)	(Signature of Individual)

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____	_____
(Witness)	(Name of Firm)

_____	_____ (SEAL)
(Witness)	(Signature of Individual)

WHEN THE CONTRACTOR IS A PARTNERSHIP:

_____	_____
(Witness)	(Name of Firm) a Partnership

_____	BY: _____ (SEAL)
(Witness)	(Partner)

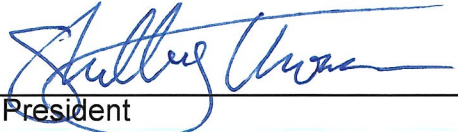
WHEN THE CONTRACTOR IS A CORPORATION:

Attest:



Secretary

Ocean Rescue Alliance Inc
(Correct Name of Corporation)

BY:  (SEAL)

President

CERTIFICATE

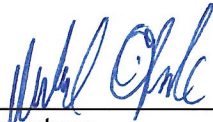
**STATE OF FLORIDA)
COUNTY OF BROWARD)**

I HEREBY CERTIFY that a meeting of the Board of Directors of
,
a corporation under the laws of the State of Florida, was held on February 2th,
2024, and the following resolution was duly passed and adopted:

"RESOLVED, that Subby Thomas as CEO President of the corporation,
be and he is hereby authorized to execute the contracts on behalf of this
2corporation, and that his execution thereof, attested by the Secretary of
the corporation and with corporate seal affixed, shall be the official act and
deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the corporation, this 2 day of February, 2024.



Secretary



BONDS

Brown & Brown, Inc.
1201 W. Cypress Creek Rd, Suite 130 (Zip: 33309)
P.O. Box 5727
Ft. Lauderdale, FL 33310-5727
954/776-2222 FAX 954/772-7542
Statewide 1-800/339-0259

March 25, 2024

OCEAN RESCUE ALLIANCE
5213 Admiral Pointe Dr.
Apollo Beach, FL 33572

RE: Near Shore Mermaid
Project No: BCRA 20-022

To Whom It May Concern:

Enclosed please find the Performance Bond for the above captioned project, per your request. Also enclosed are two "Duplicate Originals" for recording with the appropriate Obligee. Please forward a copy of the executed contract at your earliest convenience.

Since the contract is yet to be executed/dated, we did not date the Bonds or the Power-Of-Attorney. We hereby authorize either you, or the Obligee to insert the dates on both the Bonds and the Power-Of-Attorney once the contract is executed/dated. You can date the bonds and Power-Of-Attorney the same date as the contract if you'd like.

Should you have any questions in this regard, please do not hesitate to contact me at 1-800-648-9303.

Thank you for choosing Brown & Brown, Inc. for your Surety Bonding needs.

Sincerely,

Layne Holmes
Surety Division

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

Surety Name: Merchants National Bonding, Inc.
6700 Westown Park
West Des Moines, Iowa 50266
515.243.8171

Bond Number: NFL1815

Contractor Name: OCEAN RESCUE ALLIANCE
5213 Admiral Pointe Dr.
Apollo Beach, FL 33572
386.689.7675

Owner Name: CITY OF HOLLYWOOD, FLORIDA/CRA
2600 Hollywood Boulevard
Hollywood, FL 33020
954.967.4357

Project Description: Near Shore Mermaid
Project No: BCRA 20-022

Project Address: Off the coast of Hollywood Beach

Legal Description of Property: Broward County, FL

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we OCEAN RESCUE ALLIANCE 5213 Admiral Pointe Dr. Apollo Beach, FL 33572 386.689.7675,

	Name	Address	Tel. No.
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as Principal, and	<u>Merchants National Bonding, Inc.</u>	<u>6700 Westown Park, West Des Moines, Iowa 50266</u>	<u>515.243.8171</u>
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	Name	Address	Tel. No.
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as Surety, are held and firmly bound unto the City of Hollywood/CRA in the sum of Six Hundred Thirty-Three Thousand Five Hundred Sixty and 00/100 Dollars (\$ 633,560.00),

for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the 4 day of April,

2024 entered into between the Principal and the City of Hollywood, Florida/CRA for the installation of

Near Shore Mermaid
Project No: BCRA 20-022

A copy of said Contract, No. BCRA 20-022, is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and his obligations thereunder, including all of the Contract Documents (that include the Notice to Bidders, Instructions to Bidders, Proposal, Proposal Bid Form, Basis of Payment, Approved Bid Bond, Trench Safety Form, Information Required from Bidders, Contract, Performance Bond, Payment Bond, General and Supplementary General Conditions, Technical Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City/CRA of Hollywood against and from all expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City/CRA of Hollywood any difference between the sum that the City of Hollywood/CRA may be obliged to pay for the completion of said work, by Contract or otherwise, and the sum that the City of Hollywood/CRA would have been obliged to pay for the completion said work had the Principal properly executed all of the provisions of said Contract, and any damages, whether direct, indirect, or consequential, which the City of Hollywood/CRA may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Hollywood/CRA against, and will pay any and all amounts, damages,

costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it 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 and Drawings.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

N/A
(Witness)

N/A
(Signature of Individual)

(Address)

(Printed Name of Individual)

(Witness)

(Address)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

N/A
(Witness)

N/A
(Name of Firm)

(Address)

By: _____
(Seal)
(Signature of Individual)

(Witness)

Address

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

N/A
(Witness)

N/A
(Name of Partnership)

(Address)

By: _____
(Seal)
(Partner)

(Witness)

(Printed Name of Partner)

Address

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

Michael O'Rourke
(Secretary)

OCEAN RESCUE ALLIANCE
(Name of Corporation)

By: [Signature]
(Seal)
(Affix Corporate Seal)

SHELBY THOMAS
(Printed Name)

CEO + President
(Official Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Michael O'Rourke, certify that I am the Secretary of the corporation named as Principal in the within bond; that SHELBY THOMAS, who signed the said bond

on behalf of the Principal was then CEO of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

[Signature] (SEAL)
Secretary

SIGNED AND SEALED, this 26 day of March, 2024

PRINCIPAL: OCEAN RESCUE ALLIANCE

ATTEST: Michael O'Rourke
Michael O'Rourke

[Signature]
(Signature)
CEO
(Title)

(SEAL)

SURETY:

Merchants National Bonding, Inc.
(Surety)

ATTEST:

See Attached Power-Of-Attorney

[Signature]
(Signature)

See Attached Power-Of-Attorney

Layne A Holmes
(Attorney-in-Fact)

APPROVED AS TO FORM:

By [Signature] DM
Douglas R. Gonzales, Board Attorney

APPROVED AS TO FINANCE:

By [Signature]
Yvette Scott-Phillip
Budget Manager

THIS BOND IS HEREBY AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, ARE INCORPORATED HEREIN BY REFERENCE, AND 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, FLORIDA STATUTES.

TO BE EXECUTED BY CORPORATE SURETY

Attest:

See Attached Power-Of-Attorney

(Secretary)

Merchants National Bonding, Inc.

(Corporate Surety)

6700 Westown Park

(Business Address)

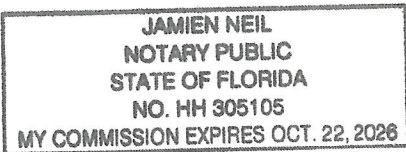
West Des Moines, Iowa 50266

By: 

(Affix Corporate Seal)

Layne A Holmes

(Attorney-In-Fact)



Brown & Brown, Inc.

(Name of Local Agency)

1201 West Cypress Creek Road # 130

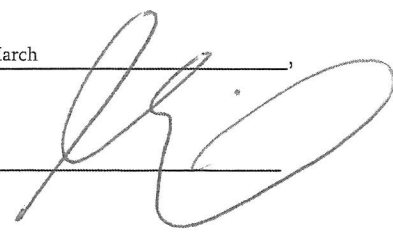
(Business Address)

Fort Lauderdale, FL 33309

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Layne A Holmes to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the Merchants National Bonding, Inc. and that he has been authorized by Merchants National Bonding, Inc. to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida/CRA.

Subscribed and sworn to before me this 25 day of March, 2024.

Jamien Neil 

Notary Public, State of Florida

My Commission Expires: October 22, 2026

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

By 

Douglas R. Gonzales, Board Attorney

By 

Yvette Scott-Phillip, Budget Manager

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, OCEAN RESCUE ALLIANCE 5213 Admiral Pointe Dr. Apollo Beach, FL 33572 386.689.7675
 Name Address Tel. No.

As Principal and Merchants National Bonding, Inc. 6700 Westown Park, West Des Moines, Iowa 50266 515.243.8171
 Name Address Tel. No.

as Surety, are held and firmly bound to the CITY OF HOLLYWOOD, FLORIDA/CRA herein called the City, in the sum of _____

Six Hundred Thirty-Three Thousand Five Hundred Sixty and 00/100 Dollars (\$ 633,560.00) for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract dated the 4 day of APRIL, 20 24, entered into between the Principal and the City of Hollywood, Florida/CRA for the

**Near Shore Mermaid
 Project No: BCRA 20-022**

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION of this bond is that if Principal promptly makes payments to all claimants defined in Section 255.05 (1), F.S., supplying Principal with labor, materials or supplies used directly or indirectly by principal in the prosecution of the work provided for in the Contract, then this bond shall be null and void and of no further force and effect; otherwise to remain in full force and effect.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or any other changes in or under contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or any other changes, compliance, or noncompliance to the terms of the Contract or to the Work or to the Specifications.

This bond is furnished pursuant to the statutory requirements for bond on public works projects being Florida Statute 255.05. Claimants are hereby notified that the Statute 255.05(2) specifically requires that notice be given to Contractor within 45 days after beginning to furnish labor, materials or supplies for the prosecution of the work that claimants intends to look to the bond for protection. Further notice is hereby given claimants that written notice of nonpayment within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies must be delivered to the Contractor and to the Surety. Further notice is hereby given that no action for labor, materials or supplies may be instituted against the Contractor or the Surety on the bond after one year for the performance of the labor or completion of delivery of the materials or supplies.

Without modifying the foregoing, this bond shall be construed as requiring of the principal and surety no more and no less than is specified in F.S. 255.050.

SIGNED AND SEALED, this 26 day of march, 2024

PRINCIPAL: OCEAN RESCUE ALLIANCE

ATTEST: Michael O'Rourke
Michael O'Rourke

[Signature]
(Signature)
CEO
(Title)

(SEAL)

SURETY:

Merchants National Bonding, Inc.
(Surety)

ATTEST:

See Attached Power-Of-Authority

[Signature]
(Signature)

See Attached Power-Of-Authority

Layne A Holmes
(Attorney-in-Fact)

APPROVED AS TO FORM:

By [Signature]
Douglas R. Gonzales, Board Attorney

APPROVED AS TO FINANCE:

By [Signature]
Yvette Scott-Phillip
Budget Manager

THIS BOND IS HEREBY AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, ARE INCORPORATED HEREIN BY REFERENCE, AND 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, FLORIDA STATUTES.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James F Murphy; Layne A Holmes; Michael A Holmes; Michael E Gorham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary