

FINAL CONTRACT AMOUNTS THAT EXCEED THE  
ORIGINAL CONTRACT AMOUNT WILL BE CHARGED  
AN ADDITIONAL PREMIUM AND FEE. INCLUDE  
THESE CHARGES IN YOUR CHANGE ORDERS.

**FORM 007500-1: PERFORMANCE BOND**

Project Name: Concrete and Asphalt Restoration Services

Project Number: PNC2123416B1

BY THIS BOND, We Concrete Works & Paving, Inc., as Principal, hereinafter called Contractor, and American Contractors Indemnity Company, as Surety, under the assigned Bond Number 1001134024, are bound to Broward County, Florida, as Obligee, hereinafter called County, in the amount of One Million Four Hundred Sixty-Seven Thousand Five Hundred Eighty-Five Dollars (\$ 1,467,585.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the 21 day of MARCH, 2022, entered into a Contract, Bid/Contract No. PNC2123416B1, with County, which Contract Documents are by reference incorporated herein and made a part hereof, including any and all provisions for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

- 1) Performs the Contract between Contractor and County for construction of Concrete and Asphalt Restoration Services, in the time and manner prescribed in the Contract; and
- 2) Pays County all losses, liquidated damages, expenses, costs and attorneys' fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
- 3) Performs the guaranties 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 AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, County having performed County's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- a) Complete the required performance in accordance with the terms and conditions of the Contract Documents; or
- b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and County on the same terms and conditions as the Contract Documents unless otherwise agreed by County, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph)

sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Broward County named herein.

The Surety hereby waives notice of and agrees that 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.

Signed and sealed this 21 day of MARCH, 2022.

ATTEST:

[Signature]  
Corporate Secretary or other person  
authorized to attest

Alvaro A. Medina Jr  
Print Name

CONTRACTOR Concrete Works & Paving, Inc.

By: [Signature]  
Authorized Signor

Alvaro A. Medina Jr.

Print Name and Title

8 day of MARCH, 20

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

[Signature]  
Signature

Jensen Vega  
(Print Name)

[Signature]  
Signature

Andrea Haight  
(Print Name)

SURETY: American Contractors Indemnity Company

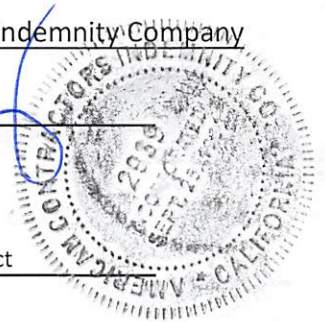
By [Signature]  
Agent and Attorney-in-Fact

Amanda M. Quigley, Attorney-In-Fact  
(Print Name)

Address: 1408 N Westshore Blvd Suite #120  
(Street)

Tampa, FL, 33607  
(City/State/Zip Code)

Telephone No.: (813) 443-2174



FINAL CONTRACT AMOUNTS THAT EXCEED THE  
ORIGINAL CONTRACT AMOUNT WILL BE CHARGED  
AN ADDITIONAL PREMIUM AND FEE. INCLUDE THESE  
CHARGES IN YOUR CHANGE ORDERS.

Executed in Two Original Counterparts

**FORM 007500-2: PAYMENT BOND**

Project Name: Concrete and Asphalt Restoration Services

Project Number: PNC2123416B1

KNOW ALL BY THESE PRESENTS:

That we Concrete and Asphalt Restoration Services, as Principal (hereinafter called "Contractor"), located at 5322 Chesterfield Dr., Ave Maria, FL 34142, phone (305) 218-4816, and American Contractors Indemnity Company, as Surety, located at 801 S. Figueroa St, Suite 700, Los Angeles, CA, phone (310) 242-6262, under the assigned Bond Number 1001134024 and pursuant to Section 255.05, Florida Statutes, are bound to Broward County, Florida (hereinafter "County"), as Obligee, in the amount of One Million Four Hundred Sixty-Seven Thousand Five Hundred Eighty-Five Dollars (\$ 1,467,585.00 ) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the 21 of MARCH 20 22, entered into a Contract, Bid/Contract No. PNC2123416B1, with County for construction of Concrete and Asphalt Restoration Services located at Fort Lauderdale, FL, 33301, which Contract Documents are by reference incorporated herein and for purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays County all losses, damages, expenses, costs and attorneys' fees including appellate proceedings, that County sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute Section 225.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- A. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the Contractor a notice that he or she intends to look to the bond for protection.
- B. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.



- C. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless the notices stated under the preceding conditions (A) and (B) have been given.
- D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2) and 255.05(10), Florida Statutes.

The Surety hereby waives notice of and agrees that 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 the Surety's obligation under this Bond.

Signed and sealed this 21 day of March, 2022.

ATTEST:

[Signature]  
Corporate Secretary or other person  
authorized to attest

Alvaro A. Medina Jr.  
Print Name

CONTRACTOR Concrete Works & Paving, Inc.

By: [Signature]  
Authorized Signor

Alvaro A. Medina Jr.  
Print Name and Title

8 day of March, 2022

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

[Signature]  
Signature  
Jensen Vega  
(Print Name)

[Signature]  
Signature  
Andrea Haight  
(Print Name)

SURETY: American Contractors Indemnity Company

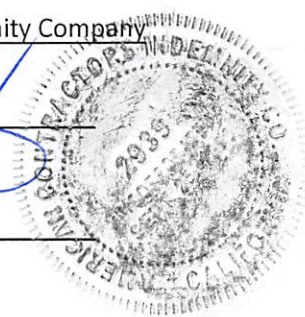
By [Signature]  
Agent and Attorney-in-Fact

Amanda M. Quigley, Attorney-In-Fact  
(Print/Type Name)

Address: 1408 N Westshore Blvd, Suite #120  
(Street)

Tampa, FL 33607  
(City/State/Zip Code)

Telephone No.: (813) 443-2174



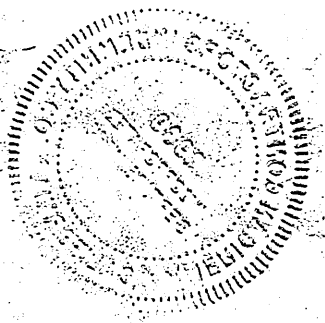
THE SECRETARY OF THE ARMY  
WASHINGTON, D. C.

TO THE SECRETARY OF THE ARMY  
FROM THE SECRETARY OF THE ARMY

SUBJECT: [Illegible]

DATE: [Illegible]

REFERENCE: [Illegible]







TOKIO MARINE  
HCC

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Bradford J. Quiri, Jeremy Crawford or Amanda M. Quigley of Tampa, Florida

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\*\*\*\$3,000,000.00\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

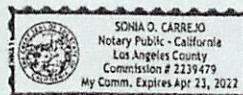
On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 21 day of MARCH, 2022.

Corporate Seals

Bond No. 1001134024

Agency No. 17595



Kio Lo, Assistant Secretary

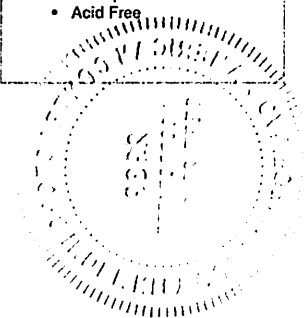


**Kan't Kopy® K1  
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
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- Microprint Protection
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