

SECTION 00 50 00

CONTRACT

THIS AGREEMENT, made and entered into, this 31 day of MARCH, A.D., 2022, by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the State of Florida, part of the first part, (hereinafter sometimes called the "CITY"), and

**Cardinal Contractors, Inc.**

party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The parties hereto, for the considerations herein- after 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:

**Deep Injection Wells No. 3 and No. 4 Pump Station  
Bid No.: F-4696-21-OT**

Article 2. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and 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 CITY by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of One Hundred Twelve Million, Two Hundred Ninety-Nine Thousand, Nine Hundred Seventy Dollars and Zero Cents (\$112,299,970.00).

Article 3. Partial and Final Payments: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications", and subject to additions and deductions as provided, the CITY shall pay the CONTRACTOR as follows:

- (a) On the 15th day, or the first business day thereafter, of each calendar month, the CITY 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 five percent (5%) of the amount of such estimate which is to be retained by the CITY until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CITY. 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 CITY 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 in the Specifications have been furnished and are found acceptable by the CITY, final payment on account of this Agreement shall be made within sixty (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 CITY.

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 said date of written notice as set forth in the Proposal, as may be modified by Instructions to Bidders, and stated in the Notice to Proceed.

It is mutually agreed between the parties hereto, 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 CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions of this Contract as liquidated damages sustained by the CITY 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.

Article 5. Additional Bond: It is further mutually agreed between the parties hereto, 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 hereto attached, the CITY 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 (5) days after receipt of notice from the CITY furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CITY. 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 CITY.

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 hereto attached, or repeated in this Agreement:

- |                                      |                                      |
|--------------------------------------|--------------------------------------|
| 1. Notice to Bidders                 | 9. Contract                          |
| 2. Instruction to Bidders            | 10. Performance Bond                 |
| 3. Proposal                          | 11. Payment Bond                     |
| 4. Proposal Bid Form                 | 12. General Conditions               |
| 5. Bid Bond                          | 13. Supplementary General Conditions |
| 6. Information Required from Bidders | 14. Addenda                          |
| 7. Local Preference                  | 15. Specifications                   |
| 8. Trench Safety Form (N/A)          | 16. Drawings                         |

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 City.

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 twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the City 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.

\*\*\*\*\*

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

THE CITY OF HOLLYWOOD, FLORIDA  
Party of the First Part

By: \_\_\_\_\_ (SEAL)  
JOSH LEVY, MAYOR

7.5  
v4

ATTEST:

  
PATRICIA A. CERNY, MMC, CITY CLERK

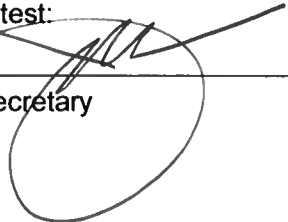
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY FOR THE USE AND RELIANCE  
OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

By: \_\_\_\_\_  
CITY ATTORNEY



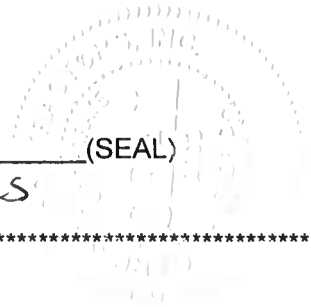
WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

  
\_\_\_\_\_  
Secretary

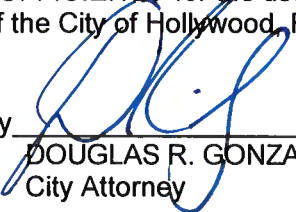

Cardinal Contractors, Inc.  
(Correct Name of Corporation)

BY:  (SEAL)  
President Robert Bridges




\*\*\*\*\*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida only:

By    
DOUGLAS R. GONZALES  
City Attorney

APPROVED AS TO FINANCE:

By   
DAVID E. KELLER  
Financial Services Director

7.5  
vk

CERTIFICATE

STATE OF FLORIDA)  
COUNTY OF BROWARD)

I HEREBY CERTIFY that a meeting of the Board of Directors of Cardinal Contractors, Inc., a corporation under the laws of the State of Florida, was held on March 3, 2022, and the following resolution was duly passed and adopted:

"RESOLVED, that Robert Bridges as \_\_\_\_\_ President of the corporation, be and he is hereby authorized to execute the contracts on behalf of this corporation, 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 3rd day of March, 2022.

  
\_\_\_\_\_  
Secretary



- END OF SECTION -

**PERFORMANCE AND PAYMENT BOND  
(Public Work)**

In compliance with F.S. Chapter 255.05(1)(a)

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), 255.05(8) AND 255.05 (10), ARE INCORPORATED IN THIS BODY BY REFERENCE.

**Bond No.:** K4056214A & 30152374  
**CONTRACTOR:**

**Name:** Cardinal Contractors, Inc. **Phone No.** 954-587-0520  
**Address:** 13794 NW 4th Street, Suite 200  
Sunrise, FL 33325

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**SURETY:**

**Name:** Federal Insurance Company **Phone No.** 215-640-1000  
**Address:** 202B Hall's Mill Road, Whitehouse Station, NJ 08889

**Name:** Western Surety Company **Phone No.** 312-822-5000  
**Address:** 151 N. Franklin St., Chicago, IL 60606

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**OWNER:**

**Name:** City of Hollywood **Phone No.** 954-921-3930  
**Address:** Dept. of Public Utilities, Engineering & Construction Services Division  
1621 N. 14th Avenue  
Hollywood, FL 33020

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**OBLIGEE: (If contracting entity is different from the owner, the contracting public entity)**

**Name:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_  
**Address:** \_\_\_\_\_

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**Bond Amount:** \$112,299,970.00 **Project Number:** 9119A

**Description of Work:** Deep Injection Wells No. 3 and 4 Pump Station  
Bid No. F-4696-21-OT

**Project Location:** Hollywood, FL

SECTION 00 61 00

Bond Nos. Federal: K4056214A  
Western: 30152374

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Cardinal Contractors, Inc., 13794 NW 4th Street, Suite 200, Sunrise, FL 33325 954-587-0520,

as Principal, and 

Name	Address	Tel. No.
Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889		(215) 640-1000 AND
Western Surety Company, 151 N. Franklin St., Chicago, IL 60606		(312) 822-5000

Name	Address	Tel. No.
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 as Surety, are held and firmly bound unto the City of Hollywood in the sum of One Hundred Twelve Million, Two Hundred Ninety-Nine Thousand, Nine Hundred Seventy and Zero Cents Dollars (\$ 112,299,970.00),

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ entered into between the Principal and the City of Hollywood, Florida, for the installation of **Deep Injection Wells No. 3 and No. 4 Pump Station, Bid No. F-4696-21-OT.**

A copy of said Contract, No. F-4696-21-OT, 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 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 of Hollywood any difference between the sum that the City of Hollywood may be obliged to pay for the completion of said work, by Contract or otherwise, and the sum that the City of Hollywood 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 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 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:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(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:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(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:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Partnership)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Seal)  
(Partner)

\_\_\_\_\_  
(Witness)


\_\_\_\_\_  
(Printed Name of Partner)

\_\_\_\_\_  
Address

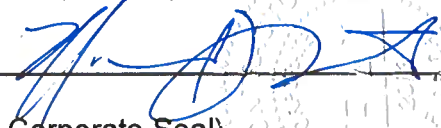
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WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

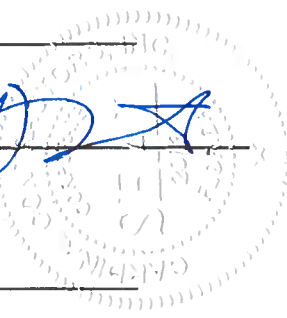
  
\_\_\_\_\_  
(Secretary)

Cardinal Contractors, Inc.  
\_\_\_\_\_  
(Name of Corporation)

By:   
\_\_\_\_\_  
(Seal)  
(Affix Corporate Seal)


MICHAEL BRANDAO  
\_\_\_\_\_  
(Printed Name)

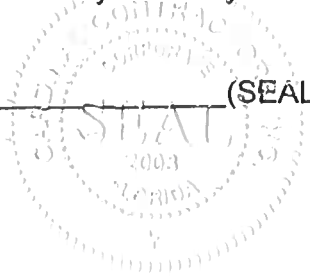
VICE PRESIDENT  
\_\_\_\_\_  
(Official Title)



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, John M. Parisich, certify that I am the Secretary of the corporation named as Principal in the within bond; that Mike Brandao, who signed the said bond on behalf of the Principal was then Vice President 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.

  
\_\_\_\_\_  
Secretary (SEAL)



TO BE EXECUTED BY CORPORATE SURETY

Attest: [Signature]  
(Secretary) Heather Notes, Attorney-in-Fact

Federal Insurance Company AND  
Western Surety Company  
(Corporate Surety)

Federal: 202B Hall's Mill Road, Whitehouse Station, NJ 08889  
Western: 151 N. Franklin St. Chicago, IL 60606  
(Business Address)

By: [Signature]  
(Affix Corporate Seal)

Richard Covington, Attorney-In-Fact  
FL License No. W501312  
(Attorney-In-Fact)

McGriff Insurance Services, Inc.  
(Name of Local Agency)

BB&T Landrum-Yaeger, 3375-B Captial Circle NE Suite B  
(Business Address)

Tallahassee, FL 32308

STATE OF ~~FLORIDA~~ TEXAS

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Richard Covington to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the Federal Insurance Company AND Western Surety Company and that he has been authorized by Federal Insurance Company AND Western Surety Company to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn to before me this 14th day of March, 2022



[Signature]  
Notary Public, State of ~~Florida~~ TEXAS

My Commission Expires:  
\*\*\*\*\*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida only:

APPROVED AS TO FINANCE:

By: [Signature]  
Douglas R. Gonzales  
City Attorney

By: [Signature]  
David E. Keller  
Financial Services Director

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# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Joseph R. Aubert, Marc W. Boots, Richard Covington, Myisha Jefferson, Ashley Koletar, Vickie Lacy, Heather Noles, Ryan Varela and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 21<sup>st</sup> day of January, 2022.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon ss.

On this 21<sup>st</sup> day of January, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Heather Noles, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Individually**

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of January, 2022.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

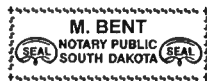
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 26th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



SIGNED AND SEALED, this 24<sup>th</sup> day of MARCH, 2022.

**PRINCIPAL:** Cardinal Contractors, Inc.

ATTEST:

[Signature]  
[Signature]

[Signature]  
(Signature)

Michael Brandao, Vice President  
(Title)



(SEAL)

**SURETY:**

Federal Insurance Company AND  
Western Surety Company  
(Surety)

ATTEST:  
[Signature]  
Heather Noles, Attorney-in-Fact

[Signature]  
(Signature)

[Signature]  
Maria D. Zuniga, Attorney-in-Fact

Richard Covington  
FL License No. W501312  
(Attorney-in-Fact)



\*\*\*\*\*

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY  
for the use and reliance of the  
City of Hollywood, Florida only:

APPROVED AS TO FINANCE:

By [Signature] DR  
Douglas R. Gonzales  
City Attorney

By [Signature]  
David E. Keller  
Financial Services Director

7.5  
vc

- END OF SECTION -

# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Richard Covington, Myisha Jefferson, Ashley Koletar, Vickie Lacy, Heather Noles, Ryan Varela and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 21<sup>st</sup> day of January, 2022.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon ss.

On this 21<sup>st</sup> day of January, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Heather Noles, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Individually**

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of January, 2022.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 26th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.