

Bergeron Outdoor Storage South  
Project Name

Bond # SU1141861

Water & Sewer  
Improvements Constructed

**City of Pembroke Pines**

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That Ronald M. Bergeron, Sr., Address 19612 SW 69<sup>th</sup> Pl, Pembroke Pines, FL 33332 As Principals, and Bergeron Park of Commerce South Family LTD Partnership, a corporation, existing under the laws of the State of Florida and having heretofore complied with all the requirements of the laws of the State of Florida regulating the admission of such corporation to transact business in this State, as Surety, as held and firmly bound unto the City of Pembroke Pines of Broward County, a political subdivision of the State of Florida, in the full and just sum of Twenty-eight Thousand Five Hundred Thirty-five and 60/100 Dollars (\$28,535.60), lawful money of the United States of America, for which sum well and truly to be paid to said City of Pembroke Pines, the said Principal and the said surety do hereby bind themselves, their heirs, executors, administrators, successors or assigns respectively, as the case may be, jointly and severally, firmly by these presents.

WHEREAS, the Pembroke Pines City Code requires that a bond in the amount of twenty percent (20%) of the actual cost of the Subdivision Improvements be posted upon formal acceptance of said Subdivision Improvements by the City Commission and

WHEREAS, in compliance with said Maintenance Bond requirements, said Principal is require to furnish a good and sufficient bond in a surety company licensed to do business in the State of Florida conditioned upon the correction of all insufficiencies in design, workmanship and/or materials which are found within one year of the date of the formal acceptance of the Subdivision Improvements by the City Commission of the City of Pembroke Pines, Florida.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal, its successors, legal representatives or assigns shall have made all corrections and shall have paid all claims for the cost of correcting all corrections and shall have paid all claims for the cost of correcting all insufficiencies in design, workmanship and/or materials discovered within one year of the date of formal acceptance of the Subdivision Improvements by the City Commission of the City of Pembroke Pines, Florida then this obligation shall be void, else to continue in full force and effect.

Prior to the end of the calendar year following said City Commission's formal acceptance of the Subdivision Improvements warranted by this bond, the City Engineer should inspect them for final release. If his investigation reveals any insufficiencies, then he shall notify the Principal, in writing, that the work is unacceptable.

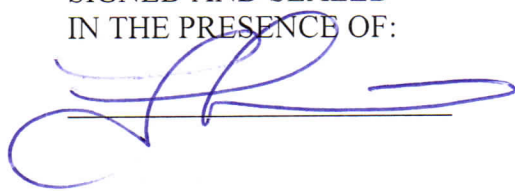
The Principal and the Surety, jointly and severally, agree that said City of Pembroke Pines shall have the right to correct insufficiencies in design, workmanship an/or materials in the event the Principal should fail or refuse so to do within ninety (90)

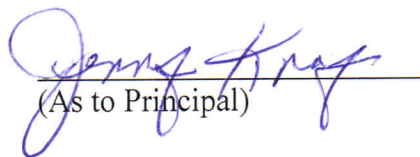
days after said written notice by the City Engineer, and, pursuant to public advertisement and receipt and acceptance of bids, cause said insufficiencies in design, workmanship an/or materials to be corrected. In such case, the Principal and Surety shall be jointly and severally liable hereunder to pay to and indemnify said City upon the correction of said insufficiencies in design, workmanship and/or materials, the final total cost thereof, including but not limited to, engineering, legal and contingent costs together with any damage, direct or consequential, which said City of Pembroke Pines may sustain on account of the failure of the Principal to comply with all the requirements hereof.

Upon recommendation by the City Engineer for final acceptance and upon compliance by Principal with the applicable conditions as hereinabove stated, the City Engineer will then recommend to the City Commission the release of this reduced bond, by resolution.

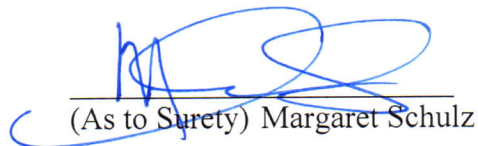
IN WITNESS WHEREOF, the above bounden parties have executed this instrument by affixing their corporate names and seals hereto and causing their authorized representatives to sign these presents, pursuant to the authority of their governing bodies on this 2nd day of December, A.D., 2019

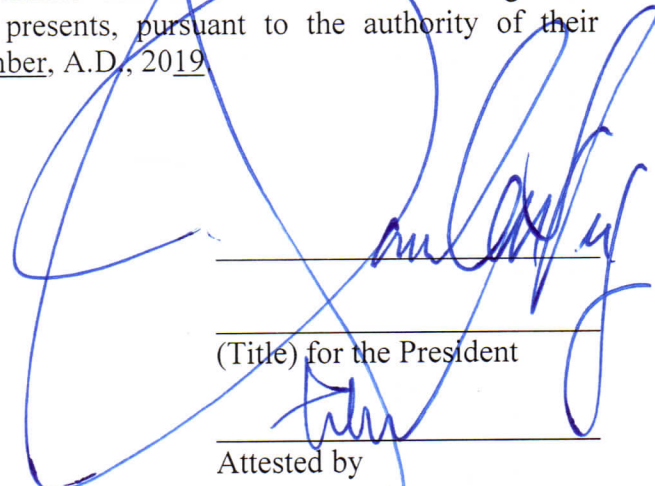
SIGNED AND SEALED  
IN THE PRESENCE OF:



  
(As to Principal)

\_\_\_\_\_

  
(As to Surety) Margaret Schulz



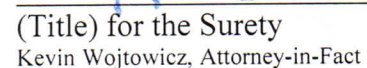
\_\_\_\_\_  
(Title) for the President

\_\_\_\_\_  
Attested by

  
CFO

\_\_\_\_\_  
(Title)

Arch Insurance Company

  
(Title) for the Surety  
Kevin Wojtowicz, Attorney-in-Fact

\_\_\_\_\_  
Attested by

Jennifer Stephens, WITNESS  
(Title)

NOTE: The respective corporate seals should be affixed

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.***

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brett Rosenhaus of Delray Beach, FL  
 Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)  
 F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)  
 John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)  
 Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



# Carnahan Proctor and Cross, Inc

814 South Military Trail, Deerfield Beach, fl 33442

PH. 954-972-3959 FAX. 954-972-4187

CPC Auth. No. 00002936

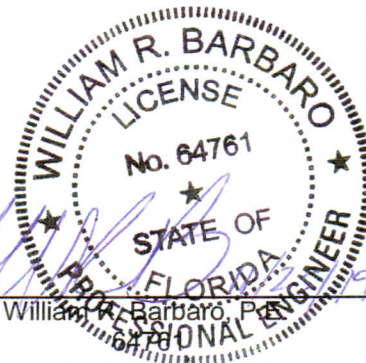
EXHIBIT B

## Engineer's Opinion of Probable Cost (EOPC)

PROJECT NAME: Bergeron - Outdoor Storage South  
Asbuilt Quantities: Water & Sewer (Phase I)

Date: 11/25/2019

| REVISION                    | DESCRIPTION                              | QTY.  | UNIT<br>MEASURE | UNIT<br>PRICE   | TOTAL<br>COST      |
|-----------------------------|------------------------------------------|-------|-----------------|-----------------|--------------------|
| <b>Water</b>                |                                          |       |                 |                 |                    |
|                             | 8" PVC (Water)                           | 1,507 | L.F. x          | \$21.25 = \$    | 32,024             |
|                             | 8" DIP (Water)                           | 47    | LF x            | \$145.00 = \$   | 6,815              |
|                             | 6" PVC Water Main (FH)                   | 112   | L.F. x          | \$22.35 = \$    | 2,503              |
|                             | 16" x 8" Tapping Sleeve and Valve        | 4     | E.A. x          | \$8,500.00 = \$ | 34,000             |
|                             | 8" Fittings                              | 1     | L.S. x          | \$6,250.00 = \$ | 6,250              |
|                             | Fire Hydrant Assembly with 6" Gate Valve | 4     | E.A. x          | \$2,685.00 = \$ | 10,740             |
|                             | 1-1/2" Service                           | 1     | E.A. x          | \$780.00 = \$   | 780                |
| <b>SUB TOTAL</b>            |                                          |       |                 |                 | <b>= \$ 93,112</b> |
| <b>Sewer</b>                |                                          |       |                 |                 |                    |
|                             | 8" PVC, 4' - 6' deep                     | 627   | L.F. x          | \$19.80 = \$    | 12,415             |
|                             | 8" PVC, 6' - 8' deep                     | 527   | L.F. x          | \$33.30 = \$    | 17,549             |
|                             | Manhole, 4'-6' deep                      | 2     | E.A. x          | \$3,240.00 = \$ | 6,480              |
|                             | Manhole, 6'-8' deep                      | 2     | E.A. x          | \$4,374.00 = \$ | 8,748              |
|                             | 6" Sanitary Sewer Service                | 1     | E.A. x          | \$3,051.00 = \$ | 3,051              |
|                             | Tie-in to Existing                       | 1     | E.A. x          | \$1,323.00 = \$ | 1,323              |
| <b>SUB TOTAL</b>            |                                          |       |                 |                 | <b>= \$ 49,566</b> |
| <b>Total Estimated Cost</b> |                                          |       |                 |                 | <b>\$ 142,678</b>  |

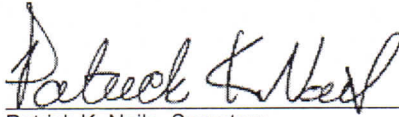


William R. Barbaro, P.E.

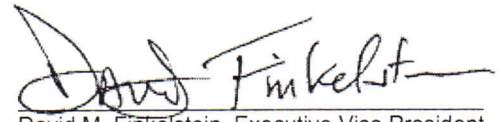
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 5<sup>th</sup> day of August, 2019.

Attested and Certified

Arch Insurance Company

  
Patrick K. Nails, Secretary

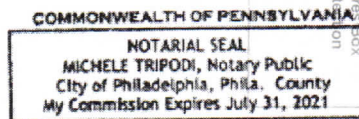


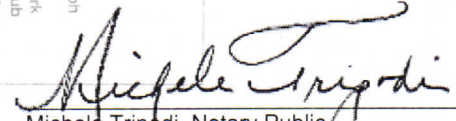
  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

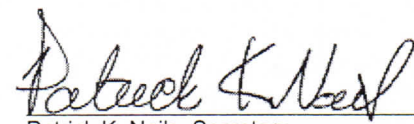


  
Michele Tripodi, Notary Public  
My commission expires 07/31/2021

#### CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 5, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 2nd day of December, 2019.

  
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

**Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102**



Kant Kopy K1  
Security Paper  
• Hidden Pantograph  
• Color Match  
• Artificial Watermark  
• Anti-Copy Coin Rub  
• Erasure Protection  
• Security Features Box  
• Microprint Protection  
• Acid Free

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