Water and Sewer Facilities

# **City of Pembroke Pines**

# MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Douglas Gardens V, Ltd., a Florida limited partnership, with a business address of 5200 Northeast 2<sup>nd</sup> Avenue Miami, FL, 33137 ("Principal"), and having heretofore complied with all the requirements of the laws of the State of Florida regulating the admission of such partnership to transact business in this State, and North American Specialty Insurance Company, as Surety, are 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 \$38,400, lawful money of the United States of America, for which sum well and truly to be paid to said City of Pembroke Pines ("City"), 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 water and sewer improvements constructed in the public right-of-way or easements in the Pathways Plat in Broward County, Florida, as more particularly described in certain Plans and Specifications approved by City of Pembroke Pines (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, and cease 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 and/or materials in the event the Principal should fail or refuse so to do within ninety (90) days after said

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 bond, by resolution.

IN WITNESS WHEREOF, the above bound 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 \_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_, 2020.

Signed, sealed and delivered in Presence of us:	<b>Douglas Gardens V, Ltd.</b> , a Florida limited partnership
<u> </u>	By: MJHS Douglas, LLC, a Florida limited liability company, its general partner
Odelaisy Hero (print name)  Tohanna Suarez	By: Douglas Gardens Senior Housing, Inc., a Florida not-for-profit corporation, its sole member
(print name)	By: Robert J. Becht, Treasurer
(As to Principal)	Attested by
	(Title)
	(Title) for the Surety

North American Specialty Insurance Company

John W. Charlton, Attorney-In-Fact

NOTE: The respective corporate seals should be affixed

### SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY WESTPORT INSURANCE CORPORATION

# GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JOHN W. CHARLTON and D.W. MATSON, III

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000,00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

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



By
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

& A. Ho, Senior Vice President of Washington International Insurance Company

& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

alty Insurance Company Washington International Insurance Company at

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this this \_\_\_\_22\_\_\_ day of \_\_\_\_JANUARY\_\_\_\_\_, 20\_\_18\_.

North American Specialty Insurance Company Washington International Insurance Company Westport Insurance Corporation

State of Illinois County of Cook

SS:

On this 22 day of JANUARY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Company and Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, <u>Jeffrey Goldberg</u>, the duly elected <u>Vice President and Assistant Secretary</u> of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of December , 20 19

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



September 18, 2019

City of Pembroke Pines 8300 S. Palm Drive Pembroke Pines, FL 33025

RE: **Douglas Gardens** 

City Permit No. 129880

Construction Costs, Material Takeoff and Unit Pricing

K&A Project No. 09492.00

To Whom it May Concern,

This letter is to inform you that the actual construction costs of the facilities constructed at Douglas Gardens IV, located at 709 S.W. 88th Avenue, Pembroke Pines, Florida 33025, are as follows:

Water System =

33,000

Sewer System =

\$ 159,000

Total Cost

\$ 192,000

This information was provided to us by the Contractor, Coastal Pipeline, Inc. on 9/18/2019. Please see the attached exhibit for material takeoff and pricing.

Please do not hesitate to call if you have any questions or require additional information.

Sincerely yours,

Stephen D. Williams, P.E.

Vice President

Fla. Reg. No. 32090

(for the firm)

301 E. Atlantic Blvd Pompano Beach FL 33060 954.788.3400

Miami Dade County

2160 N.W. 82 Ave Doral FL 33122 305.667.5474

**Broward County** 2312 S. Andrews Ave

Fort Lauderdale FL 33316 954.788.3400

120 N. Federal Hwy Suite 208 Lake Worth, FL 33460 561.469.0992

2948 E. Livingston St. Orlando FL 32803 954.788.3400

# SCHEDULE OF VALUES

From Contractor:

ITEM 8

4

Douglas Gardens

33,000.00 159,000.00 ITEM TOTAL O Pembroke Pines, FL 33025 705 SW 88th Avenue 480.00 1,030.00 150.00 900.00 75.00 900.00 800.00 20,134.80 310.00 520.00 3,600.00 3,899.40 5,260.00 7,200.00 6,800.00 36,000.00 17,680.00 2,820.00 2,560.00 10,000.00 4,500.00 375.00 730.00 12,000.00 17,550.00 900.00 2,800.00 9,600.00 3,600.00 2,000.00 12,000.00 TOTAL 350.00 \$ 160.00 130.00 52.00 47.00 44.70 42.30 75.00 25.00 64.99 730.00 36.00 800.00 700.00 515.00 155.00 150.00 450.00 150.00 75.00 5,260.00 12,000.00 7,200.00 6,800.00 32.00 2,000.00 650.00 750.00 900.00 1,600.00 3,000.00 1,200.00 2,000.00 UNIT PRICE 69 ₩ ₩ ₩ 6 4 ₩ ₩ UNIT TYPE ea ea ea ea өа ea 69 ea ea ea ea ea ea **6**9 өа **e**a ea ea ea ea ea 98 8 ea a ea **±** QUANTITY 1000 340 4 8 9 8 9 က 8 က 9 2 27 2 9 9 **DESCRIPTION OF WORK** Connect to Existing Water Main 6" Double Detector Check Assy 8"x8" Tapping Sleeve & Valve 303 Jim Moran Blvd., Suite B Connect to Existing Sewer Deerfield Beach, FL 33442 6" DIP x SDR-35 Adapter Coastal Pipeline, Inci Water Distribution 8" Repair Coupling Sanitary Sewer 6" 45 deg Bend 6" Master Meter 6" 90 deg Bend 8" 45 deg Bend 8" 90 deg Bend 8" Gate Valve 6" Gate Valve 2" Fill & Flush 6"x6" T-Wye 6" Clean-out Fire Hydrant 8" SDR-26 6" SDR-26 8"x6" Wye 6"x6" Wye 2" Blow-off 8"x8" Tee 8"x6" Tee 6" C-900 8" C-900 6" Plug 8" Cross 6" DIP 6" RPZ 8" DIP 6" DIP

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1,400.00

Sample Points

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		\$ 200.00				\$ 192,000.00
	\$ 2,000.00	\$ 100.00	\$ 300.00			
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	1	2	2			
	Test & Chlorinate	Locator Tape	Locator Wire			TOTAL

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