

**PERFORMANCE BOND**

Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS: That Pembroke 145 Office, LLCAddress 3350 Riverwood Parkway SE, Atlanta, GA 30339As Principals, and The Guarantee Company of North America USA

a corporation, existing under the laws of the State of MI and having heretofore complied with all of the requirements of the laws of the State of Florida regulating the admission of such corporation to transact business in this State and listed in the latest revision of circular 570 "Surety Companies Acceptable on Federal Bonds", as Surety, are held and firmly bound unto the City of Pembroke Pines of Broward County, a municipal corporation of the State of Florida, in the full and just sum of \$ 437,877.00 Dollars, 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 maybe, jointly and severally, firmly by these presents.

WHEREAS, the above Principal is required to furnish a good and sufficient bond in the amount of one hundred and ten percent (110%) of the estimated cost of the public improvements listed on Exhibit "A", hereto attached, and to furnish labor, tools, equipment and materials for said improvements, together with all work incidental thereto, as fully set out in the approved engineering drawings, specifications and details on file in the Office of the City Engineer, entitled

The Edison Pembroke Pines, Section 15/22 Township 51S, Range 40E Pines Boulevard & SW145th Ave.

SW 145th Avenue, Pembroke Pines, FL

NOW, THEREFORE, the condition of this obligation is such that if the above Principal, its successors and assigns shall, in good and workmanlike manner, perform the work and comply strictly with the conditions of said engineering documents (drawings, specifications and details), within 01/31/2019 of its signing these presents, and shall indemnify and save harmless the said City and the City Engineer and its or his agents against damages that may happen to persons or property by reason of excavations or embankments, obstructions and all other work on or off the site or arising out of any act, neglect or omission of said Principal, his or its agents, servants or employees with relation to said work, and from all suits and acts of every nature arising out of claims of patentees of any process connected with the said work, or of any material or materials used upon the work, and shall pay all costs accruing if the improvements contract is canceled and a contract for finishing the work is let by the City, and shall pay all other expense lawfully chargeable to said Principal, then these presents shall be null and void, otherwise to remain in full force and effect. The time period for the completion of the work (failure to complete gives the City the right to call the bond) is not the life of this Bond. The bond shall continue in effect until called by the City, or released by the City.

Upon receipt and approval by the City Engineer of accurate "As-Builts" engineering drawings, which have been prepared and certified by the Designing Engineer, together with appurtenant details and exhibits, the City Engineer or his agent shall inspect the improvements agreed to be constructed for their initial acceptance. If his investigation reveals any insufficiencies, he shall notify the Principal, in writing, that the work is unacceptable.

If the Principal shall fail or refuse to correct said insufficiencies in workmanship, or materials, or both, within ninety (90) days after said written notice by the City Engineer, then the City shall have the right, pursuant to public advertisement and receipt and acceptance of bids, to cause said insufficiencies in workmanship, or materials, or both, to be corrected. In such case, the Principal and Surety (to the extent of this bond) shall be jointly and severally liable hereunder to pay to and indemnify the City upon the correction of said insufficiencies

in workmanship, or materials, or both, the full total cost thereof, including but not limited to, engineering, legal and contingent costs together with any damage, direct or consequential, which the City may sustain on account of the failure of the Principal to comply with all of the requirements hereof.

Upon recommendation by the City Engineer for initial acceptance and upon compliance by Principal with the applicable conditions as hereinabove stated, the City Commission shall consider the recommendation of the City Engineer and upon acceptance of said recommendation, shall by resolution, release this bond and reduce this obligation to twenty (20%) percent of the certified final cost of the improvements.

CONSEQUENTLY, the condition of the reduced obligation is such that if the Principal, its successors or assigns, shall have made all corrections and shall have paid all claims for the cost of correcting all insufficiencies in workmanship, or materials, or both, discovered within one (1) year of the date of initial acceptance of the improvements by the City Commission, then this obligation shall be void; else to continue in force and effect.

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 8th day of June, A.D., 2018.

SIGNED AND SEALED  
IN THE PRESENCE OF:

  
\_\_\_\_\_

(As to Principal)

\_\_\_\_\_ Pembroke 145 Office, LLC \_\_\_\_\_

CFO/member  
\_\_\_\_\_  
(Title) for the President

M. D. - T. L.  
\_\_\_\_\_  
Attested by

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

\_\_\_\_\_ The Guarantee Company of North America USA \_\_\_\_\_

Meagan Calvert  
\_\_\_\_\_  
(As to Surety) Meagan Calvert, Witness to Surety

Mark W. Edwards, II  
\_\_\_\_\_  
(Title) for the Surety Mark W. Edwards, II, Attorney-in-Fact

Alisa B. Ferris  
\_\_\_\_\_  
Attested by

\_\_\_\_\_ Alisa B. Ferris, Vice President \_\_\_\_\_  
(Title)

NOTE: The respective corporate seals should be affixed:





The Guarantee Company of North America USA  
Southfield, Michigan

## POWER OF ATTORNEY

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Ronald B. Giadrosich, William M. Smith, Mark W. Edwards, II, Robert R. Freel, Jeffrey M. Wilson,  
Robert M. Verdin, Anna Childress, Alisa B. Ferris, Robert Read Davis  
McGriff, Seibels, & Williams, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** 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 the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2<sup>nd</sup> day of October, 2015.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

**Stephen C. Ruschak, President & Chief Operating Officer**

**Randall Musselman, Secretary**

**STATE OF MICHIGAN**  
**County of Oakland**

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 8th day of June, 2018.

**Randall Musselman, Secretary**