

Seaboard

12. EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY two (2) original Contracts in the form hereto attached, together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Proposer, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

13. TERM OF CONTRACT

When the Contractor receives a Notice to Proceed, they shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Proposal.

14. PROPOSER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Proposer further declares that the Contract Documents have been carefully reviewed and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

15. ADDENDA

The Proposer hereby acknowledges that Addenda No's. Q & A, \_\_\_\_\_, \_\_\_\_\_ have been received, (Proposer shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Proposer further agrees that the Proposal(s) includes all impacts resulting from said addenda.

## INSURANCE REQUIREMENTS

- 1.0 **GENERAL INSURANCE REQUIREMENTS:**
- 1.01 During the Term of the Agreement, the Independent Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Independent Contractor's Liability policies with the exception of the Independent Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Independent Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Independent Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Independent Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Independent Contractor's performance bond, letter of credit, or other security acceptable to the City.
- 1.06 The Independent Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Independent Contractor shall promptly authorize and have delivered such statement to the City.
- 1.07 The Independent Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Independent Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Independent Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Independent Contractor in this Agreement.



- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Independent Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Independent Contractor. The Independent Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Independent Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and Independent Contractors may continue to engage in necessary business activities during the operations of the Independent Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Independent Contractor's insurance company as being in the care, custody, or control of the Independent Contractor.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Independent Contractor shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 The Independent Contractor shall provide the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
- 1.17 If the Independent Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Independent Contractor will ensure all independent contractors and sub-contractors to maintain the same types and amounts of insurance required of the independent Contractor. In addition, the Independent Contractor will ensure that the Independent contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Independent Contractor contained within this Agreement. The Independent Contractor shall obtain Certificates of Insurance comparable to those required of the Independent Contractor from all independent contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request.

Independent Contractor's obligation to ensure that all independent contractor's and sub-contractor's insurance as provided herein shall not exculpate Independent Contractor from the direct primary responsibility Independent Contractor has to the City hereunder. The City will look directly to Independent Contractor for any such liability hereunder and shall not be obligated to seek recovery from any independent contractor or subcontract or under such independent contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

2.01 All requirements in this Insurance Section shall be complied with in full by the Independent Contractor unless excused from compliance in writing by the City.

2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

**Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

If the Independent Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Independent Contractor will be required to issue a formal letter (on the Independent Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

**Commercial General Liability Insurance** shall be maintained by the Independent Contractor on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury &	\$1,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and \$2,000,000.00 Aggregate

Completed Operations Liability Coverage shall be maintained by the Independent Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more



comprehensive than the Primary Commercial General Liability policy.

**Business Automobile Liability Insurance** shall be maintained by the Independent Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

\$1,000,000 Combined Single Limit

If the Independent Contractor does not own any vehicles, this requirement can be satisfied by having the Independent Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

#### **SURETY AND INSURER QUALIFICATIONS**

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

Proposer will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Proposer will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the Proposer.

## PROPOSAL SUBMITTAL REQUIREMENTS

1. **Contents of the Proposal:** The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The proposals shall be no more than twenty (20) sheets double-sided (40 pages), be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled flash drives in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.
2. **Table of Contents:** The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.
3. **Executive Summary:** Each Proposer must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.
4. **Experience and Qualifications:** Indicate the firm's number of years of experience in providing professional services as it relates to the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Company address, phone number, fax number, email address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.
5. **Approach to Scope of Work:** Provide in concise narrative form your understanding of the City's needs, goals, and objectives as they relate to the work, and your overall approach to accomplishing the work. Provide information on your firm's current workload and how this project will fit into your workload. Describe available staff, facilities, technological capabilities, and other available resources you offer for the work. List those persons who will have a management position working with the City, if you are awarded the contract. List name; title or position; and work duties. A resume or summary of experience and qualifications must accompany your proposal.
6. **References:** Provide at least three references, preferably government agencies, for work with similar scope as listed in this RFP. Information should include client name, address,



contact person telephone and E-mail addresses, description of work, year the project was completed, total cost of the project, estimated and actual.

In addition to the information above the Proposer shall complete and submit the following with his proposal (Not counted towards 20 sheet limit):

- Proposal Form
- Non-Collusion Affidavit
- Anti-Kickback Affidavit
- Sworn Statement under section 287.133(3)(a) Florida Statutes, on public entity crimes
- City of Key West Indemnification Form
- Local Independent Contractor Form
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- Scrutinized Companies List Certification
- Proof of Insurance
- A description of any previous or existing legal action against the Bidder within the past three (3) years. If none, Bidder shall state this fact in writing.

**Note: If any of the items above or as required in other parts of the document are not included in the Proposal, the Proposal will be considered nonresponsive and therefore will be rejected unless City Commission directs otherwise.**

Notice to Bidder: Use Black Ink or Type For Completing the Form.

**PROPOSAL FORM**

**To:** CITY CLERK  
CITY OF KEY WEST, FLORIDA  
1300 WHITE STREET  
KEY WEST, FLORIDA 33040

**Project Title:** REPAIR/REPLACE HOCLEY RINK ROOF,

**Project No.:** RFP No. 24-009

**PROPOSER'S INFORMATION**

**Name:** Seaboard Engineering and Construction

**Address:** 22G rouper Hole Dr, BocaG rande FL 33921

**Contact Name:** Jonathon Burdette

**Email:** JMB@Seboardec.com

**Telephone:** 941 964 0533

**Fax:** \_\_\_\_\_



Seaboard

**PROPOSAL FORM**

**LUMP SUM PROPOSAL FOR  
Pre-Engineered Metal Building and Roof Repair**

The Proposer agrees to accept as full payment for the lump sum base Proposal work proposed under this project, as herein specified and shown on the Drawings, based on the undersigned's own estimate of quantities and costs, the following Lump Sum of:

\$ 736,000.00

Seven Hundred and Thirty~~Six~~ Thousand

(numbers)  
Zero Dollars      Cents

(Amount written in words has precedence)

NOTE: THE LUMP SUM WILL BE THE BASIS FOR EVALUATING LOW PROPOSER AND THE BASIS OF AWARD.

The following is a required breakdown of the above Lump Sum Proposal showing unit prices for the listed items and their extended totals. All units are approximate.

<u>QUANT.</u>	<u>UNIT.</u>	<u>PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
Removal of Existing Decking and Purlins				
1	EACH	<u>Forty<del>Nine</del> Thousand Dollars</u>	<u>\$49,600.00</u>	<u>\$49,600.00</u>
Replacement of the Purlins w/ New Purlins				
25	EACH	<u>Six Thousand Three Hundred Sixty Dollars</u>	<u>\$6,360.00</u>	<u>\$159,000.00</u>
Install Diagonal Struts Between Purlins and Bottom Flanges				
16	EACH	<u>Five Hundred Dollars</u>	<u>\$500.00</u>	<u>\$8,000.00</u>
New Decking Installed				
1	EACH	<u>Two<del>Hundred and Ninety<del>Seven</del></del> Thousand Dollars</u>	<u>\$297,000.00</u>	<u>\$297,000.00</u>
Clean, Prime, and Paint All Steel Surfaces w/ Exterior Finish				
1	EACH	<u>One<del>Hundred and Thirty<del>Two</del></del> Thousand Six Hundred Dollars</u>	<u>\$132,600.00</u>	<u>\$132,600.00</u>

Manufacture and Install Reinforcement Plates

# Seaboard

1	EACH	Seven Thousand Six Hundred Dollars	\$7,600.00	\$7,600.00
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## Sandblast and Treat Corrosion on All Metal Surfaces

1	EACH	Twenty-Thousand Dollars	\$20,000.00	\$20,000.00
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## Removal of Debris

1	EACH	Thirteen Thousand Dollars	\$13,000.00	\$13,000.00
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## Removal, Storage, and Reinstallation of Electric, Lights, Fans, Etc.

1	EACH	Twenty Four Thousand Seven Hundred Dollars	\$24,700.00	\$24,700.00
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## Install of Gutters

1	EACH	Twenty Four Thousand Five Hundred Dollars	\$24,500.00	\$24,500.00
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Seaboard

**LUMP SUM PROPOSAL FOR  
Replace Existing Pre-Engineered Building w/ All New Building**

The Proposer agrees to accept as full payment for the lump sum base Proposal work proposed under this project, as herein specified and shown on the Drawings, based on the undersigned's own estimate of quantities and costs, the following Lump Sum of:

\$ 1,796,000.00  
(numbers)

One Million Seven Hundred and Ninety Six Thousand Dollars 00 Cents

(Amount written in words has precedence)

NOTE: THE LUMP SUM WILL BE THE BASIS FOR EVALUATING LOW PROPOSER AND THE BASIS OF AWARD.

The following is a required breakdown of the above Lump Sum Proposal showing unit prices for the listed items and their extended totals. All units are approximate.

<u>QUANT.</u>	<u>UNIT.</u>	<u>PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
Remove Existing Steel Building				
1	EACH	<u>One Hundred and Fifteen Thousand</u>	<u>\$115,000.00</u>	<u>\$115,000.00</u>
Paint All Steel Surfaces w/Exterior Finish Paint				
1	EACH	<u>One Hundred and Thirty Two Thousand Six Hundred</u>	<u>\$132,600.00</u>	<u>\$132,600.00</u>
Install New Pre-Engineered Steel Building				
1	EACH	<u>One Million Five Hundred and Twenty Three Thousand Nine Hundred</u>	<u>\$1,523,900.00</u>	<u>\$1,523,900.00</u>
Install Gutters				
1	EACH	<u>Twenty Four Thousand Five Hundred</u>	<u>\$24,500.00</u>	<u>\$24,500.00</u>

SUBCONTRACTORS

The Proposer further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Proposer is awarded the Contract:

Portion of Work: Roofing

Name: Jenkins Roofing Tampa Inc.

Address: 2402 W Baker St, Plant City FL 33563

Portion of Work: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

PROPOSER

The name of the Proposer submitting this Proposal is: Seaboard Engineering and Construction

Doing business at 22 Grouper Hole Dr

City Boca Grande State FL Zip 33821

Telephone No. 941-964-0488

This address is where all communications concerning this Proposal shall be sent. The names of the principal officers of the Corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Proposal as Principals are as follows:

Name	Title
<u>Jon Burdette</u>	<u>Principle</u>



**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 29 day of July, 2021

(SEAL)

Name of Corporation

By: Seaboard Engineering and Construction

Title: President

Attest: [Signature]

Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this 29 day of July, 2021.

Signature of Proposer [Signature]

Title President

EXPERIENCE OF PROPOSER

The Proposer states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

(List similar projects, with types, names of OWNERS, construction costs, and references with phone numbers. Use additional sheets if necessary.)

Dooney Residence Modification - \$ 1,200,000 - Mark Davis 203-400-3655

Allen Residence Structural Modification and Remodel \$400,000- Lindsey

Allen 847-507-7557

Boca Vista Harbor Hurricane Ian Recovery \$ 2,044,747.00 Scott

Petersen - 239-872-9891

Boca Grande Club Hurricane Ian Recovery - \$778,000.00 Monica

Vollmer 941-964-2211

Phil Fanara - Grove City Electric - 941-218-3502

Michael Sessa - Five Star Plumbing - 941-964-0345

Todd Miller - Nathan Tylor Construction - 941-302-1039

**SWORN STATEMENT UNDER SECTION 287.133(3)(A)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid or Proposal for:  
Repair/Replace Hockey Rink Roof
  
2. This sworn statement is submitted by Seaboard Engineering and construction  
(Name of entity submitting sworn statement)  
  
whose business address is 22 Groupar Hole Dr.  
Boca Grande, FL 33921  
  
and (if applicable) its Federal Employer Identification Number (FEIN) is 46-315 0579  
  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_)
  
3. My name is Jon Burdette  
(Please print name of individual signing)  
  
and my relationship to the entity named above is President
  
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
  
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means



- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted Proposer list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted Proposer list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Proposer list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted Proposer list. (Please describe any action taken by or pending with the Department of General Services.)

JAM  
(Signature)  
July 29 2024  
(Date)

STATE OF Florida

COUNTY OF Charlotte

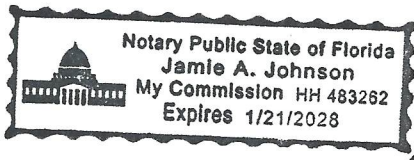
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Jon Burdette who, after first being sworn by me, affixed his/her  
(Name of individual signing)

Signature in the space provided above on this 29<sup>th</sup> day of July, 2024.

My commission expires:

Jamie A. Johnson  
NOTARY PUBLIC



**CITY OF KEY WEST INDEMNIFICATION FORM**

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees \*(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

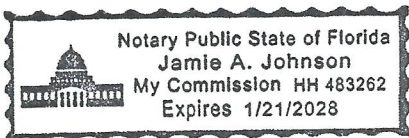
Proposer: Seaboard Engineering and Construction  
22 Cooper Hole Dr  
Address  
[Signature]  
Signature  
Jon Burdette  
Print Name  
President  
Title  
DATE: 7/27/2024

SEAL:

Sworn and subscribed before this 29th day of July, 2024

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: 1/21/2028





**LOCAL INDEPENDENT CONTRACTOR CERTIFICATION PURSUANT TO  
CITY OF KEY WEST ORDINANCE 09-22 SECTION 2-798**

The undersigned, as a duly authorized representative of the Independent Contractor listed herein, certifies to the best of his/her knowledge and belief, that the Independent Contractor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
  - b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
  - c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- Not a local Independent Contractor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local Independent Contractor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name N/A Phone: \_\_\_\_\_

Current Local Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
(P.O Box numbers may not be used to establish status)

Length of time at this address: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of Authorized Representative

STATE OF Florida COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 2024.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification \_\_\_\_\_ as identification  
(Type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

Return Completed form with  
Supporting documents to:  
City of Key West Purchasing

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

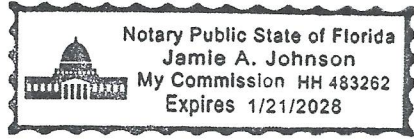
I, the undersigned hereby duly sworn, depose and say that the firm of Seibow Engineering and Construction provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: [Signature]

Sworn and subscribed before this 29th day of July, 2024

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: 1/21/2028



CONE OF SILENCE AFFIDAVIT

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Seaboard engineering and contractor have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

By: [Signature] \_\_\_\_\_

Sworn and subscribed before me this

29th day of July 2024.

\_\_\_\_\_

NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires: \_\_\_\_\_







**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: Seaboard engineering and construction  
Vendor FEIN: 46-315 0579  
Vendor's Authorized Representative Name and Title: Jon Burdick, President  
Address: 22 Gregor Hole Dr  
City: Boca Grande State: FL Zip: 33921  
Phone Number: 941 964 0488  
Email Address: jmb@seaboard.com

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: Jon Burdick President  
*Print Name* *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: [Signature]





PO Box 693  
Boca Grande, FL 33921  
941.964.0488

---

July 29<sup>th</sup>, 2024

To Whom It May Concern

**Seaboard Engineering and Construction, Inc (SEC)** has no past or present legal actions against it.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Burdette".

Jon Burdette PE, PLS

Seaboard Engineering and Construction, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Acentria Insurance - Arcadia 243 N Brevard Ave Arcadia FL 34266	<b>CONTACT NAME:</b> Mildred A. DeLuca <b>PHONE (A/C, No, Ext):</b> 863-494-2242 <b>E-MAIL ADDRESS:</b> mildred.deluca@acentria.com	<b>FAX (A/C, No):</b> 863-494-1991	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Seaboard Engineering & Construction, Inc. P. O. Box 693 Boca Grande FL 33921-0693	License#: L100460 SEABENG-01	<b>INSURER A :</b> Southern-Owners Insurance Company <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	10190

**COVERAGES**

CERTIFICATE NUMBER: 80866022

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20290494	5/15/2024	5/15/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance for  
 Seaboard Engineering & Construction  
 Boca Grande FL

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 5/23/2024

**EXPIRATION DATE:** 5/23/2026

**PERSON:** JONATHAN M BURDETTE

**EMAIL:** JMB@SEABOARDEC.COM

**FEIN:** 463150579

**BUSINESS NAME AND ADDRESS:**

SEABOARD ENGINEERING AND CONSTRUCTION, INC.

22 GROUPER HOLE DR,  
BOCA GRANDE, FL 33921

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to [www.myfloridalicense.com](http://www.myfloridalicense.com).

---

**IMPORTANT:** Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



PLEASE CUT OUT CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION



CONSTRUCTION INDUSTRY EXEMPTION

CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA  
WORKERS' COMPENSATION LAW

EFFECTIVE DATE: 5/23/2024

EXPIRATION DATE: 5/23/2026

PERSON: JONATHAN M BURDETTE

EMAIL: JMB@SEABOARDEC.COM

FEIN: 463150579

BUSINESS NAME AND ADDRESS:

SEABOARD ENGINEERING AND CONSTRUCTION, INC.

22 GROUPEL HOLE DR,

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DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT  
Rule 69L-6.012, F.A.C. REVISED 01/2023

### IMPORTANT

Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

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E01934373

QUESTIONS? (850) 413-1609

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BURDETTE, JONATHAN M**

SEABOARD ENGINEERING AND CONSTRUCTION, INC.

PO BOX 693

BOCA GRANDE FL 33921

LICENSE NUMBER: CGC1522271

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 05/25/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.







# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

**Seaboard Engineering and Construction, Inc.**

**22 Grouper Hole Drive  
Boca Grande, FL 33921**

**OWNER:**

(Name, legal status and address)

**City of Key West  
1300 White Street  
Key West, FL 33040**

**BOND AMOUNT: \*\*\*FIVE PERCENT OF AMOUNT BID\*\*\***

**SURETY:**

(Name, legal status and principal place of business)

**Old Republic Surety Company  
18500 W. Corporate Drive, Suite 170  
Brookfield, WI 53045**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

(Name, location or address, and Project number, if any)

**Structural Building Repair and Reroof, Project No. 24-009**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **31st** day of **July** **2024**  
**Seaboard Engineering and Construction, Inc.**

*Janice Johnson*  
(Witness)

*[Signature]*  
(Principal) (Seal)

**President**  
(Title)

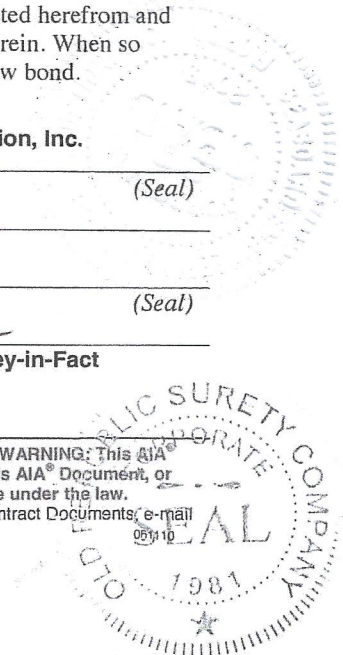
*[Signature]*  
(Witness)

**Old Republic Surety Company**  
(Surety) (Seal)

*[Signature]*  
(Title) **Todd Schaap, Attorney-in-Fact**

Init.  
/

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# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **THOMAS O. CHAMBERS, TODD SCHAAP, ERIC A. OLSON** of FRANKSVILLE, WI

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER 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, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30th day of August, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner  
Assistant Secretary



Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30th day of August, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



20-0011

Signed and sealed at the City of Brookfield, WI this 31st day of July, 2024.

Karen J. Haffner  
Assistant Secretary

ORSC 22262 (3-06)

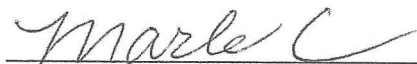
SHOREWEST SURETY SERVICES, INC.

STATE OF WISCONSIN )

COUNTY OF **Racine** )

ON THIS 31st day of July, 2024,

before me, a notary public, within and for said County and State, personally appeared Todd Schaap to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the Old Republic Surety Company, a corporation of Wisconsin, created, organized and existing under and by virtue of the laws of the State of Wisconsin; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Todd Schaap did acknowledge that he/she executed the said instrument as the free act and deed of said Company.



**Marlo Cripelan**  
Notary Public, **Racine** County, Wisconsin  
My Commission Expires **6/13/2028**

