

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, GEC Associates, Inc., as Principal, hereinafter called Contractor, and Western Surety Company, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of One Hundred One Thousand Twenty Four and 70/100 Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB#2016-11, awarded the day of August 18, 2016, with the City for the Improvements at Doral Central Park, in accordance with specifications prepared by the City of Doral ITB #2016-11 which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after

complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

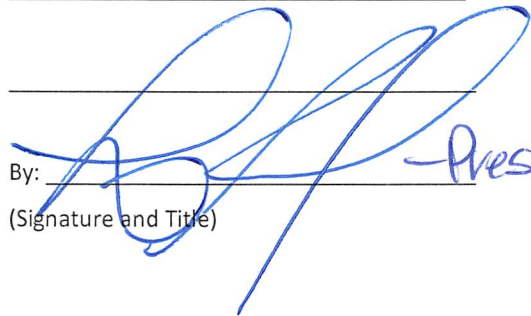
- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this 8th day of September, 2016.


WITNESS: 

GEC Associates, Inc.



By: President
(Signature and Title)



WITNESS: 

Secretary

Luis N. Enriquez - President
(Type Name and Title signed above)

GEC Associates, Inc.

(Name of Corporation)


By: President
(Type Name and Title signed above)

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

IN THE PRESENCE OF;

[Handwritten Signature]

INSURANCE COMPANY:

Western Surety Company

By: *Charles D. Nielson*

*Agent and Attorney-in-Fact Charles D. Nielson

Address: _____

333 S. Wabash Avenue
(Street) _____

Chicago, IL 60604
(City/State/Zip Code) _____

Telephone No.: (312) 822-5000

* (Power of Attorney must be attached)

State of Florida
County of Miami-Dade

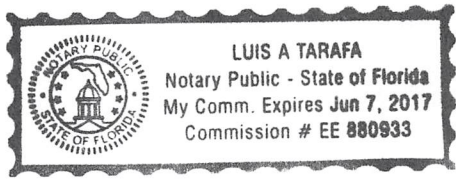
On this, the 8th day of September, 2016, before me, the undersigned Notary Public of the State of FL, the foregoing instrument was acknowledged by Luis N. Enriquez (name of corporate officer), President (title), of GEC Associates, Inc. (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

[Handwritten Signature]

Notary Public, State of Florida
Luis Tarafa

Printed, typed or stamped name of Notary Public exactly as
commissioned



Personally known to me, or
 Produced identification: _____
(type of identification produced)

Did take an oath, or
 Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Luis N. Enriquez, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that Luis N. Enriquez, who signed the Bond on behalf of the Principal, was then President of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)



GEC Associates, Inc.

(Name of Corporation)

END OF SECTION

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, GEC Associates, Inc., as Principal, hereinafter called Contractor, and Western Surety Company, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of One Hundred One Thousand 101,024.70 Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB#2016-11, awarded the 18th day of August, 2016, with City for the Improvements at Doral Central Park, in accordance with drawings (plans) and specifications ITB#2016-11 which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of two (2) entry monuments in the Doral Design District, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR**.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this 8th day of September, 2016.

WITNESSES: *Armando Espinalles*
Armando Espinalles
(Name of Corporation)
GEC Associates, Inc.

By: *Luis N. Enriquez*
Secretary

[Signature] - President
(Signature and Title)



Luis N. Enriquez - President

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:
Western Surety Company



By: Charles D. Nielson

*(Agent and Attorney-in-Fact)

333 S. Wabash Avenue

Address:

(Street)

Chicago, IL 60604

(City/State/Zip Code)

Telephone No.: (312) 822-5000

* (Power of Attorney must be attached)

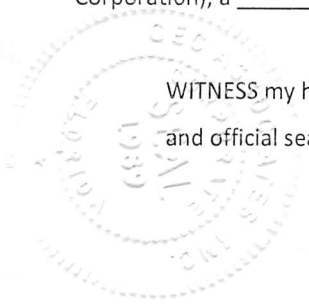
State of Florida

County of Miami-Dade

On this, the 07th day of September, 2016, before me, the undersigned Notary Public of the State of FL, the foregoing instrument was acknowledged by Luis N. Enriquez (name of

Corporate officer), President (title), of GEC Associates, Inc. (name of Corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal



[Signature]

Notary Public, State of Florida

Luis Tarafa


Printed, typed or stamped name of Notary Public exactly as commissioned

- Personally known to me, or
- Produced identification:

(type of identification produced)

- Did take an oath, or
- Did not take an oath

Bonded by:



LUIS A TARAFÁ
 Notary Public - State of Florida
 My Comm. Expires Jun 7, 2017
 Commission # EE 880933

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Laura D Mosholder, John R Neu, Charles J Nielson, Brett M Rosenhaus, Kevin Wojtowicz, Mary C Aceves, Charles D Nielson, David R Hoover,, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of December, 2015.

WESTERN SURETY COMPANY



Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of December, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of September, 2016.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

RESOLUTION No. 16-149

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARING INVITATION TO BID # 2016-11, "DORAL CENTRAL PARK IMPROVEMENTS," TO GEC ASSOCIATES, INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT AND EXPEND BUDGETED FUNDS FOR THE PROVISION OF ROADWAY AND SIDEWALK IMPROVEMENTS IN THE AMOUNT OF \$91,840.64, PLUS A 10% CONTINGENCY, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$101,024.70; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On May 12, 2016, ITB #2016-11, "Doral Central Park Improvements" was advertised for the provision of roadway and sidewalk improvements at Doral Central Park; and

WHEREAS, thirteen (13) Firms attended the mandatory pre-bid meeting which was held on May 25, 2016. Four (4) proposal submittals were received on June 10, 2016 with four (4) firms meeting the required criteria; and

WHEREAS, upon review of bids received, staff determined that GEC Associates, Inc. was the lowest most responsive and responsible bidder (the "Contractor"); and

WHEREAS, Staff recommends that the City Council award the ITB to GEC Associates, Inc. and authorize the City Manager to negotiate and enter into an agreement and expend budgeted funds provision of roadway and sidewalk improvements at Doral Central Park; and

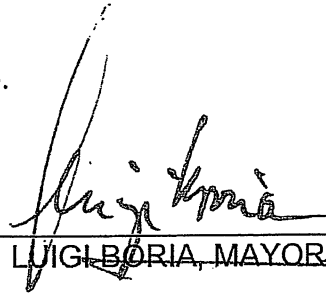
NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

The foregoing Resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Councilmember Ruiz and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	No
Councilman Pete Cabrera	Not Present at Time of the Vote
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 10 day of August, 2016.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE, & BIERTMAN, PL
CITY ATTORNEY