

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

MGM/MCB 7-0

AGENDA ITEM SUMMARY

R-2024-0926

Meeting Date: August 20, 2024

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A Contract (Contract) with Rio-Bak Corporation (Rio-Bak) in the amount of \$899,315 with a project duration of 192 calendar days for Miscellaneous Drainage Repairs – Package 2 (Project) at the Palm Beach International Airport (PBI).

Summary: This Contract will provide for the repair and replacement of existing drainage facilities at various locations within the property limits of PBI. The Project was advertised utilizing the County's competitive bid process. On April 25, 2024, three (3) bids were received for the Project. Rio-Bak was identified as the lowest responsible, responsive bidder in the amount of \$899,315. Rio-Bak is located in Palm Beach County. The Project was presented to the Goal Setting Committee (Committee) on January 17, 2024, and the Committee established an Affirmative Procurement Initiative (API) of Small Business Enterprise (SBE) Subcontracting (Minimum Mandatory of 15%, of which 10% is for African/Hispanic Americans - AA/HA). The proposed SBE participation for this Project is 16.94% SBE, of which 16.94% is HA. **Countywide (AH)**

Background and Justification: The Project consists of repair and replacement of existing drainage facilities at various locations within the property limits of PBI. Repairs include replacement of existing drainage structures and stabilization of the banks along drainage conveyance canals. The repairs will extend the life of the drainage structures and minimize the effects of future erosion. Builder's Risk Insurance is not required for this Project.

Attachments:

1. Three (3) original contracts w/Rio-Bak Corporation
2. Bid Tabulation/Engineers and OEBO Compliance Form J

Recommended By: CVB Anna Burke 7/26/24
Department Director Date

Approved By: Dorrie L. Ayala Kelly 8/12/24
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Capital Expenditures	\$899,315				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$899,315				

ADDITIONAL FTE
POSITIONS (Cumulative)

Yes ☒ No ☐

Yes No X

Yes **No**

X

Budget Account No: Fund 4111 Department 121 Unit A422 Object 6505
Reporting Category _____


B. Recommended Sources of Funds/Summary of Fiscal Impact:

Approval of this item provides budget for the Contract with Rio-Bak Corporation in the amount of \$899,315. Funding sources are Airport Local funds in the amount of \$899,315

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:


 OFMB
 7/26/02
 JA 7104

Brenda Brach - 8/2/24
Contract Dev. and Control
Final 8/1/24

B. Legal Sufficiency:

Anne Helgeson 8/7/24
Assistant County Attorney

C. Other Department Review:

Department Director

REVISÉD 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

CONTRACT

R2024 0926

THIS CONTRACT ("Contract") is made and entered into on August 20, 2024, between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" or "Owner" and Rio-Bak Corporation, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for the:

**Miscellaneous Drainage Repairs – Package 2
PB 24-14**

And in accordance with the Contract Documents and for the promises and mutual consideration specified herein, the Contractor hereby covenants and agrees to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner and further agrees to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form.

The Contract is defined to mean and agreed to consist of this agreement, as may be amended, and the Contract Documents which consist of the following documents which are incorporated herein by reference:

- Approved Contract amendments, when executed;
- Completed Bid Form and Completed Attachments 1 through 6 dated March 2024;
- Completed Bonds, Completed Guarantee and Certificates of Insurance dated _____;
- General Conditions dated March 2024;
- Special Conditions dated March 2024;
- The Invitation to Bid and Instructions to Bidders dated March 2024;
- Technical Specifications dated March 2024;
- Drawings (as identified by Index of Drawings) dated March 2024;
- Addendum No 1, dated April 15, 2024.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of Eight Hundred Ninety-Nine Thousand Three Hundred Fifteen and 00/100 Dollars (\$899,315.00). **Total Bid Amount, Base Bid plus Alternates 1 and 2.** The prices named in the Bid are for the completed Work and all expense, direct or indirect, connected with the proper execution of the Work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified Work pursuant to the Contract. The time limit for the Substantial Completion of all Work under the Contract shall be as stated in the Bid Form. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

The Governing Order of the Contract is agreed to be as follows: The Contract includes various divisions, sections and conditions which are essential parts for the Work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents:

1. This Contract and any amendments to this Contract;
2. The Invitation to Bid and Instructions to Bidders;
3. Special Conditions;
4. General Conditions;
5. Insurance Certificates, Public Construction Bond and Guarantee
6. The Construction Documents
7. The Contractor's Completed Bid Form and Completed Attachments 1 through 6

In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then Owner shall resolve the conflict in any manner which is acceptable to Owner and which comports with the overall intent of the Contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set its hand and seal the day and year written. The Contractor represents that it is authorized to do business in the State of Florida and to execute this contract on behalf of itself and its Surety.

R2024 0926

AUG 20 2024

ATTEST:
JOSEPH ABRUZZO, Clerk of the Circuit Court & Comptroller

By: [Signature]
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Maria Sachs, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

[Signature]
Director of Airports

CONTRACTOR

By: RTO - BAK
(Corporate Name)

[Signature]
(witness signature)

Stacie O. Rims
(witness name printed)

By: [Signature]
(signatory)

Thomas T King Jr
(print signatory's name)

[Signature]
(witness signature)

Carmen L Guenaro
(witness name printed)

Its' Vice President
(print title)



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June 5, 2024

Palm Beach County, Board of County Commissioners
c/o Palm Beach County Department of Airports
846 Palm Beach Department of Airports
West Palm Beach, FL 33406-1470


RE: Authority of Date Bonds, Powers of Attorney and Form of Guarantee
Principal: Rio-Bak Corporation
Project: Miscellaneous Drainage Repairs – Phase 2 PB 24-14
Bond No. 2328891

To Whom It May Concern;

Please be advised that as Surety on the above referenced bond, we hereby authorize the Palm Beach Board of County Commissioners to date the Performance and Payment Bonds, Powers of Attorney for the above captioned project concurrent with the date of the contract agreement.

The Form of Guarantee may be dated the date of Substantial Completion.

Swiss Re Corporate Solutions America Insurance Corporation


Brett A. Ragland,
Attorney-In-Fact and Florida
Licensed Resident Agent

PUBLIC CONSTRUCTION BOND

BOND NUMBER 2328891

BOND AMOUNT \$899,315.00

CONTRACT AMOUNT \$899,315.00

CONTRACTOR'S NAME: Rio-Bak Corporation

CONTRACTOR'S ADDRESS: 12773 Forest Hill Blvd, Suite 210, Wellington FL 33414

CONTRACTOR'S PHONE: (561)791-9721

SURETY COMPANY: Swiss Re Corporate Solutions America Insurance Corporation

SURETY'S ADDRESS: 1200 Main Street, Suite 800
Kansas City, MO 64105

SURETY'S PHONE: (816)235-3700

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

OWNER'S ADDRESS: c/o Palm Beach County Department of Airports
846 Palm Beach Department of Airports
West Palm Beach, FL 33406-1470

OWNER'S PHONE: (561) 471-7400

PROJECT NAME: Miscellaneous Drainage Repairs – Package 2

PROJECT NUMBER: PB 24-14

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: The work involves the repair and replacement of existing drainage facilities at various locations within the property limits of the Palm Beach International Airport. The various locations are located both within and outside the secure area of the airport property.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: Palm Beach International Airport

5/6/22

PB 24-14 Miscellaneous Drainage Repairs – Package 2
Palm Beach International Airport

Public Construction Bond - 1

March 2024

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of **Eight Hundred Ninety-Nine Thousand Three Hundred Fifteen and 00/100 Dollars (\$899,315.00) Total Bid Amount, Base Bid plus Alternates 1 and 2** for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: Miscellaneous Drainage Repairs – Package 2

Project No.: PB 24-14

Project Description: The work involves the repair and replacement of existing drainage facilities at various locations within the property limits of the Palm Beach International Airport. The various locations are located both within and outside the secure area of the airport property.

Project Location: Palm Beach International Airport

in accordance with Drawings and Specifications prepared by

AECOM.

West Palm Beach, FL 33409

Phone: 561-684-3375

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of **Miscellaneous Drainage Repairs Package No. 2 at Palm Beach International (PBI) Airport Contract No. PB 24-14**, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

5/6/22

PB 24-14 Miscellaneous Drainage Repairs – Package 2
Palm Beach International Airport

Public Construction Bond - 2

March 2024

2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
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.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

Dated: _____

Witness

Print Name

Witness

Laura Krajczewski

Print Name

Rio-Bak Corporation

Principal

(Seal)

Name and Title Printed

Swiss Re Corporate Solutions America Insurance Corporation

Surety

(Seal)

Brett A. Ragland, Attorney-In-Fact

Name and Title Printed

Bond Must Contain Original Signatures. No Copies Will Be Accepted

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Swiss Re Corporate Solutions America Insurance Corporation

We the undersigned hereby guarantee that the (PROJECT NAME AND NUMBER) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Rio-Bak Corporation
(Contractor) (Seal)

By: [Signature]
(Contractor Signature)
Thomas T. King Jr. - Vice President
(Print Name and Title)

Swiss Re Corporate Solutions America Insurance Corporation
(Surety) (Seal)

Guarantee Must Contain Original Signatures. No Copies Will Be Accepted.

By: [Signature]
(Surety Signature)

Brett A. Ragland, Attorney-In-Fact
(Print Name and Title)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON, III, BRETT A. RAGLAND, FRANCIS T. O'REARDON, and TYLER RAGLAND

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:

TWO HUNDRED MILLION (\$200,000,000.00) 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 both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any 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 Corporation 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 Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation 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 Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, 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.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of , 20.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

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The parties hereby acknowledge that Section 255.0992, Florida Statutes, prohibits local governments, including County, to prescribe wage rates for public works contracts effective July 1, 2024. Accordingly, the parties hereby agree that the County's Living Wage Ordinance shall not apply to this Contract notwithstanding any provision of this Contract to the contrary, including, but not limited to, the Instructions to Bidders dated March 2024

Living Wage Certification

In accordance with the Palm Beach County Living Wage Ordinance, the undersigned does hereby declare that it will and its subcontractors will pay each employee a living wage.

Project Name: Miscellaneous Drainage Repairs – Package 2
Project Number: PB 24-14
Contractor: RIO-BAK CORPORATION
Contractor Address: 12773 FOREST HILL BLVD, ST 210
Contractor Phone Number: 561-791-9721
Contract Amount: \$899, 315
Contract for: (Brief Description of Services to be provided): PRIME CONTRACTOR

Statement of wage levels for Contractor's employees:

By: 
(Signatory)
Thomas T King Jr
(Signatory name printed)
Vice President
(Title)
6-11-2024
(Date)

The parties hereby acknowledge that Section 255.0992, Florida Statutes, prohibits local governments, including County, to prescribe wage rates for public works contracts effective July 1, 2024. Accordingly, the parties hereby agree that the County's Living Wage Ordinance shall not apply to this Contract notwithstanding any provision of this Contract to the contrary, including, but not limited to, the Instructions to Bidders dated March 2024

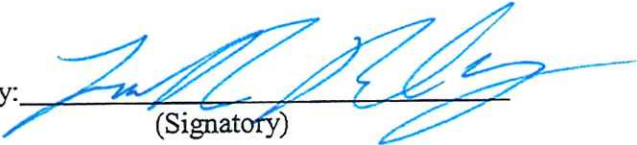
Living Wage Certification

Subcontractor Certification to General Contractor

In accordance with the Palm Beach County Living Wage Ordinance No. 2003-004, the undersigned does hereby declare that it will pay each employee a living wage.

Project Name: Miscellaneous Drainage Repairs – Package 2
Project Number: PB 24-14
Contractor: CONTRACTOR SUPPORT SERVICES, Inc.
Contractor Address: 12773 FOREST HILL BLVD, ST 207
Contractor Phone Number: 561-261-1108
Contract Amount: \$152,830
Contract for: (Brief Description of Services to be provided): PROJECT MANAGEMENT
CONSULTING, QUALITY CONTROL

Statement of wage levels for Contractor's employees:

By: 
(Signatory)
FRANCISCO RODRIGUEZ
(Signatory name printed)
PRESIDENT
(Title)
6/11/2024
(Date)

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: PB 24-14

DATE: 6/11/24

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of Rio-Bak Corporation, a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 1st day of June, 2024 in accordance with the laws of the State of the State of Incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Stacie J. Rimes the Corp. Sec. of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.
3. That the Corporation is in good standing under the laws of the State of Florida or its State of Incorporation if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the day of 6/11, 2024.

Stacie J. Rimes
(Signatory)

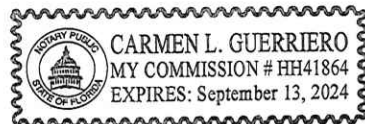
(CORPORATE SEAL)

Stacie J. Rimes
(Print Signatory's Name)
It's Secretary

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of [☒] physical presence or [☐] online notarization, this 11 day of June, 2024 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did (did not) take an oath.

[Signature]
Notary Signature

Carmen L. Guerriero
Print Notary Name
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



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WRITTEN CONSENT OF BOARD OF DIRECTORS WITHOUT MEETING

OF

RIO-BAK CORPORATION

THE UNDERSIGNED, being the Director of RIO-BAK CORPORATION, a corporation existing under the laws of the State of Florida (the "Company"), hereby consents, pursuant to §607.0821 of the Florida Business Corporation Act, to the adoption of the following resolutions:

RESOLVED, that the following individuals are hereby authorized to sign any and all checks of Rio-Bak Corporation, any and all contracts on behalf of the corporation, and perform all such duties, as may from time to time be assigned to him or her by the board of directors. F.S.607.0840(3):

Enrique F. Rionda	-	President
Thomas T. King, Jr.	-	Vice President of Finance, Treasurer
Stacie J. Rimes	-	Corporate Secretary
David E. Haas	-	Assistant Secretary

IN WITNESS WHEREOF, the undersigned Director of the Company has executed the foregoing corporate action of the purpose of giving his consent thereto effective as of the 17th day of January, 2020.



Approved: Enrique F. Rionda, President

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of RIO-BAK CORPORATION
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.

David E Haas
(signature of officer or representative)

David E Haas
(printed name of officer or representative)

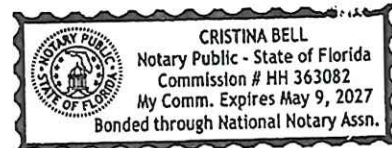
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization
this, 9th day of July, 2024, by David Haas.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

Cristina Bell
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)