

DESIGN - BUILD CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Condotte/de Moya JV, LLC

(Entity Name) having its principal place of business at 10790 NW 127 Street, Medley, FL 33178 / 305-670-7585  
(Bidding Office Street Address, City, State, Zip and Phone #) (hereinafter called Principal or Contractor) and Travelers Casualty and Surety Company of America (hereinafter called Surety), duly authorized to do business in the State of Florida, having its principal place of business at One Tower Square, Hartford, CT 06183 / 860-277-0111 (Home Office City, State Zip) are held and firmly bound unto the State of Florida, in the full and just sum of Eighty-Two Million Eight Hundred Eighty-Nine Thousand & No/100----- DOLLARS (82,889,000.00), lawful money

of the United States of America, to be paid to the Florida Department of Transportation (hereinafter called the Department), to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents; WHEREAS, the above-bounden Principal has subscribed to a contract with the Department, for constructing or otherwise improving a road(s), bridge(s), and building(s) Design-Build SR 694 (W of Martin Luther King Jr Street North to East of SR 687

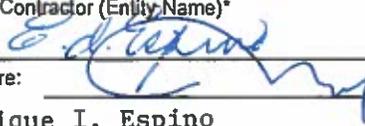
\_\_\_\_\_ in Pinellas County(ies), particularly known as  
Federal Aid Project No(s): 1356 011 P  
Financial Project No(s): 25693125201 Contract No. E-7H90

(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and WHEREAS, it was one of the conditions of the Contract that these presents shall be executed; NOW, THEREFORE, the conditions of this obligation are such that if the above-bound Principal in all respects shall comply with Section 337.18(1), Florida Statutes, and shall promptly, faithfully, efficiently and fully perform the Contract according to design and construction criteria as stated in the Request for Proposal and the Contractor's Proposal therein referred to and made a part hereof, and any alterations as may be made in the same, and within the time period specified, and further, shall remedy any errors in partial or final estimates and any defects which may exist, appear, occur or result in or from said work within a period of two (2) years from the date of final acceptance of the work under the Contract, and further if the Contractor shall promptly make payment to all persons furnishing labor, material, equipment and supplies, and all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract (See Section 337.18(1)(a)-(f), F.S., for specific "claim" notice and time limitation requirement(s), and shall promptly pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the Contract, and shall be liable to the State in a civil action instituted by the Department or any officer of the State authorized in such cases for double any amount in money or property the State may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act, if any, of the Contractor, its agents, and employees, and should the Contractor be declared to be in default under the Contract, the Surety shall pay the Department all costs including liquidated damages and disincentives assessed against the Contractor because of the default which were not withheld from Contract proceeds, and if the Department at its sole option demands that the Surety take over the project and provided further that should the Department elect to have the Surety to take over the project, then in such event, the Surety may not select the Contractor or any affiliate of the Contractor to complete the project for and on behalf of the Surety without the Department's express written consent.

Under this bond, the surety, pursuant to Section 337.11(9)(a), F.S. shall be fully liable under such surety bond to the full extent of any modified contract amount up to and including 25 percent over the original contract amount and without regard to the fact that the surety was not aware of or did not approve such modifications. However, if modifications of the original contract amount cumulatively result in modifications of the contract amount in excess of 25 percent of the original contract amount, the surety's approval shall be required to bind the surety under the bond on that portion in excess of 25 percent of the original contract amount. Failure by the Surety to perform its obligations under the terms of this bond may result in the Surety being disqualified from issuing bonds for future Department contracts.

WITNESS the signature of the Principal and the signature of the Surety by Charles J. Nielson its Agent and Attorney-in-Fact (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed this 7th day of January, 2013.

Complete the following as appropriate

|                                 |  |
|---------------------------------|--|
| <u>Condotte/de Moya JV, LLC</u> |  |
| Contractor (Entity Name)*       |  |
| Authorized Signature:           |  |
| *Signature:                     | _____  |
| Printed Name:                   | <u>Enrique I. Espino</u>   |
|                                 | * <u>Armando de Moya</u>   |
| Title:                          | <u>Attorney-In-Fact</u>  |
| (Seal)                          | _____  |

\*Include the signature and printed name of each partner required to be affixed per partnership agreement.

|   |  |
|---|--|
| Organized and existing under the laws of the State of <u>Florida</u> and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida. |  |
| Countersigned: _____<br>Florida Licensed Insurance Agent  | Travelers Casualty and Surety Company of America<br>Surety Company Name (Print) (Seal)   |
| Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):   | By: <u>C. J. Nielson</u><br>Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)  |
| Name: <u>Charles J. Nielson</u>   | <input checked="" type="checkbox"/> Above Signatory is also a Florida Licensed Insurance Agent (check if applicable and complete business name, address and telephone number block; if not, have such an agent countersign and complete block) |
| Business Address: <u>8000 Governors Square Blvd., Ste 101</u>   | NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.   |
| Telephone: <u>Miami Lakes, FL 33016 / 305-722-2663</u>  |  |

Contractor shall record this bond in the official records of the Clerk of Court of the county where the improvement is located prior to commencing the work in accordance with Section 337.18(1)(b), Florida Statutes.

Send "Notices to Owner" to: Florida Department of Transportation, District 7, Construction Engineer or Maintenance Engineer, 11201 N. Malcolm McKinley Drive, Tampa, FL 33612, Phone # (813) 975-6000

CONTRACT AFFIDAVIT

STATE OF Florida  
COUNTY OF Miami-Dade

Before me, the undersigned authority, personally appeared Charles J. Nielson  
(Attorney-In-Fact)

who, being duly sworn, deposes and says that he/she is a duly authorized insurance agent, properly licensed under the laws of the State of Florida, to represent Travelers Casualty and Surety Company of America of Hartford, Connecticut a company authorized to make surety bonds under the laws of the State of Florida. (If applicable, otherwise N/A) (Surety Co.) (City and State)

Charles J. Nielson further certifies that as Attorney-in-Fact for the said Travelers Casualty and Surety Company of America has signed the attached bond in the sum of \$ 82,889,000.00 on behalf of Condotte/de Moya JV, LLC covering Financial Project No.(s) 25693125201 (Attorney-In Fact for Surety Co.) (Surety Co.) (Contractor)

Contract No.(s) E-7H90 ; in Pinellas County(ies), Florida.

Said Charles J. Nielson further certifies that the premium on the said bond is \$635,795.27, which will be paid in full direct to him/her as Attorney-in-Fact, and included in his/her regular accounts to the said Travelers Casualty and Surety Company of America and that he/she will receive a regular commission of -0- per cent as Attorney-in-Fact for the execution of said bond and that the commission will not be divided with anyone except as follows:

N/A per cent to N/A (If applicable, otherwise N/A) (N/A, if not applicable)

who is a duly authorized Florida Licensed Insurance Agent properly licensed under the laws of the State of Florida.

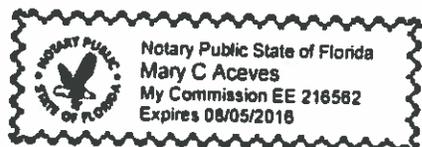
ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT

[Signature]  
Agent or Attorney-in-Fact

Sworn to and subscribed before me this 7th day of January, 2013 by Charles J. Nielson. He/She is personally known to me or has produced personally known as identification. (name of affiant) (type of identification)

[Signature] Mary C. Aceves August 5, 2016  
(Notary Signature) (Notary's printed name) My commission expires  
Notary Public State of Florida

COUNTERSIGNED (If applicable):  
N/A  
Florida Licensed Insurance Agent





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222182

Certificate No. 004602531

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, David R. Hoover, Gicelle Pajon, Olga Iglesias, Gloria McClure, and Arthur Colley

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Any and all consents required by the Department of Transportation, or the Orlando-Orange County Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of October, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 20th day of October, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of January, 2013

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.