

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
✓ DESIGN - BUILD CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Prince Contracting, LLC

(Entity Name) having its principal place of business at 10210 Highland Manor Drive, Tampa, FL 33610
(Bidding Office Street Address, City, State, Zip and Phone #) (hereinafter called Principal or Contractor) and Fidelity and Deposit Company of Maryland/
Zurich American Insurance Company (hereinafter called Surety), duly authorized to do business in the State of Florida, having its principal place
of business at 1400 American Lane, Schaumburg, IL 60196 (Home Office City, State
Zip) are held and firmly bound unto the State of Florida, in the full and just sum of

Seventy-One Million Two Hundred Forty-Five Thousand and 00/100 DOLLARS (\$71,245,000.00), 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 I-75 (North of CR 54 to North of SR 52)

in Pasco County(ies), particularly known as

Federal Aid Project No(s): 07511861

Financial Project No(s): 25873625201

Contract No. E-7124

(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 Claudette Alexander Hunt its
Attorney-in-Fact (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed

this 6th day of September, 2013

Complete the following as appropriate

Prince Contracting, LLC	
Contractor (Entity Name)*	
Authorized Signature:	<u>[Signature]</u>
*Signature:	_____
Printed Name:	<u>Douglas A. Delaney</u>
*_____	_____
Title:	<u>Vice President MCM</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>MD/NY</u> and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.	
Countersigned: <u>Claudette A. Hunt</u> Florida Licensed Insurance Agent Claudette Alexander Hunt	Fidelity and Deposit Company of Maryland/Zurich American Insurance Company
Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):	By: <u>Claudette A. Hunt</u> Surety Company Name (Print) (Seal) Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)
Name: <u>Claudette Alexander Hunt</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>1001 Brickell Bay Drive, Suite 1100, Miami, FL 33131</u>	NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.
Telephone: <u>305-961-6075</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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
✓ **CONTRACT AFFIDAVIT**

375-020-30
CONTRACTS ADMINISTRATION
OGC - 10107

STATE OF Florida
COUNTY OF Miami-Dade

Before me, the undersigned authority, personally appeared Claudette Alexander Hunt
(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 FL, to represent Fidelity and Deposit Company of Maryland/Zurich American Insurance Company
(If applicable, otherwise N/A) (Surety Co.)
of Schaumburg, IL a company authorized to make surety bonds under the laws of the
(City and State)
State of Florida.

Attorney-in-Fact further certifies that as Attorney-in-Fact
(Attorney-In Fact for Surety Co.)
for the said Fidelity and Deposit Company of Maryland/Zurich American Insurance Company has signed the attached bond in the sum of
(Surety Co.)
\$ 71,245,000.00 on behalf of Prince Contracting, LLC
(Contractor)
covering Financial Project No.(s) 25873625201

Contract No.(s) E-7124 ; in Pasco County(ies), Florida.

Said Claudette Alexander Hunt further certifies that the premium on the
said bond is \$505,198.30, which will be paid in full direct to him/her as
Attorney-in-Fact, and included in his/her regular accounts to the said Fidelity and Deposit Company of Maryland/Zurich American
Insurance Company and that he/she will receive a regular commission of Twenty-Five per cent as
(Surety)
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

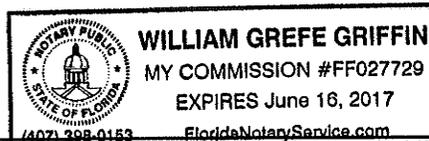
Claudette Alexander Hunt Claudette A. Hunt
Agent of Attorney-in-Fact

Sworn to and subscribed before me this 6th day of September, 2013 by

Claudette Alexander Hunt He/She is personally known to me or has produced
(name of affiant)

FL License as identification.
(type of identification)

[Signature]
(Notary Signature)



(Notary's printed name) My commission expires

Notary Public State of FL

COUNTERSIGNED (If applicable):

Claudette A. Hunt
Florida Licensed Insurance Agent

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
✓ POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Claudette Alexander HUNT, Caroline K. LAMARRE and Joseph M. PIETRANGELO, all of Miami, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **Consents to Release of Retainage and/or Final Estimates on Construction Contracts required by the Department of Transportation, State of Florida** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of April, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 24th day of April, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **TEOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of September, 2013.



A handwritten signature in cursive script that reads "James M. Carroll".

James M. Carroll, Vice President