

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

375-020-14  
CONTRACTS ADMINISTRATION  
OGC - 08/12  
Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS: That we, Zep Construction, Inc

(Entity Name) having its principal place of business at 7802 Jean Blvd Fort Myers, FL 33967  
(Bidding Office Street Address, City, State, Zip and Phone #) (hereinafter called Principal or Contractor) and Liberty Mutual Insurance Company  
(hereinafter called Surety), duly authorized to do business in the State of Florida, having its principal place  
of business at 175 Berkeley Street, Boston, Massachusetts 02116 (Home Office City, State  
Zip) are held and firmly bound unto the State of Florida, in the full and just sum of Two Million Two Hundred Seventy Five and No./100  
DOLLARS ( 2,275,000.00 ), 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) Work consists of bridge deck replacement (I-75 at Harney Rd)

in Hillsborough County(ies), particularly known as

Federal Aid Project No(s):

Financial Project No(s): 42745715201

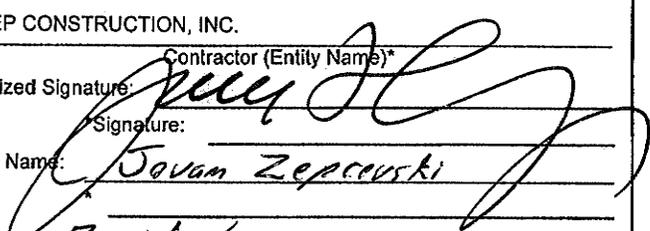
Contract No. E7129

(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.

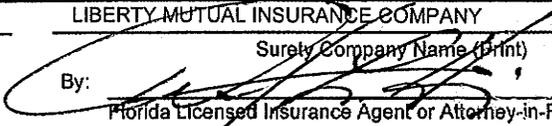
Under this bond, the surety, pursuant to Section 337.11(9)(a), F.S. shall be fully liable under such surety bond to the full extent of any modified contract amount up to and including 25 percent over the original contract amount and without regard to the fact that the surety was not aware of or did not 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 Wendy L. Hingson its  
Attorney-In-Fact and Florida Resident Agent (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed  
this 10th day of June, 2013

Complete the following as appropriate

ZEP CONSTRUCTION, INC.	
Contractor (Entity Name)*	
Authorized Signature	
Signature:	
Printed Name:	<u>Jovan Zeprowski</u>
Title:	<u>President</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: _____ Florida Licensed Insurance Agent	LIBERTY MUTUAL INSURANCE COMPANY _____ Surety Company Name (Print) (Seal)
Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role): Wendy L. Hingson	By: 
Name: <u>Valenti, Trobec &amp; Woody</u>	<input checked="" type="checkbox"/> Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)
Business Address: <u>4110 Center Point Drive, Suite 215, Ft Myers, FL 33916</u>	<input 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)
Telephone: <u>239-275-8226</u>	NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.

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

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5572367

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless Insurance Company

**✓ POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dawn M. Onzo; Wendy L. Hingson

all of the city of Fort Myers, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of September, 2012.



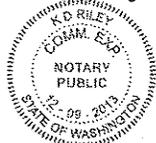
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 17th day of September, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 10th day of June, 2013.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CONTRACT AFFIDAVIT**

STATE OF Florida  
COUNTY OF Lee

Before me, the undersigned authority, personally appeared Wendy L. Hingson  
(Attorney-In-Fact)  
who, being duly sworn, deposes and says that ~~he~~<sup>she</sup> is a duly authorized insurance agent, properly licensed under the laws  
of the State of Florida, to represent Liberty Mutual Insurance Company  
(If applicable, otherwise N/A) (Surety Co.)  
of Boston, Massachusetts a company authorized to make surety bonds under the laws of the  
State of Florida. (City and State)

Wendy L. Hingson further certifies that as Attorney-in-Fact  
(Attorney-In Fact for Surety Co.)  
for the said Liberty Mutual Insurance Company has signed the attached bond in the sum of  
(Surety Co.)  
\$ 2,275,000.00 on behalf of Zep Construction, Inc.  
(Contractor)  
covering Financial Project No.(s) 42745715201

Contract No.(s) E-7129 ; in Hillsborough County(ies), Florida.

Said Wendy L. Hingson further certifies that the premium on the  
said bond is Twenty One Thousand Sixty Dollars and .27/100-----(\$21,060.27), which will be paid in full direct to ~~him~~<sup>her</sup>  
Attorney-in-Fact, and included in his/her regular accounts to the said Liberty Mutual Insurance Company  
(Surety)  
and that ~~he~~<sup>she</sup> will receive a regular commission of 25% 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 \_\_\_\_\_  
(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

Wendy L. Hingson, Attorney-In-Fact and Florida Resident Agent (239) 275-8226

Sworn to and subscribed before me this 10th day of June, 2013 by

Wendy L. Hingson, ~~He~~<sup>She</sup> is personally known to me or has produced  
(name of affiant)

N/A as identification.  
(type of identification)

[Signature]  
(Notary Signature)

Dawn M. Onzo 08/01/2015  
(Notary's printed name) My commission expires

Notary Public State of Florida

COUNTERSIGNED (If applicable):

\_\_\_\_\_  
Florida Licensed Insurance Agent

