BOND NO. 106092736

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, MARKS BROTHERS, INC.

(Entity Name) having its principal place of business at 9455 NW 104TH STREET, MEDLEY, FLORIDA 33178
PH: (305) 805-6900 (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, pursuant to the laws of the State of Florida, having its principal place of business at ONE TOWER SQUARE, HARTFORD, CT 06183 (City, State, Zip) are held and firmly bound unto the State of Florida, in the full and just sum of TWO HUNDRED TWENTY-ONE THOUSAND, THREE HUNDRED THIRTEEN AND 50/100 DOLLARS ($ 221,313.50), lawful money of the United States of America, to be paid to the Florida Department of Transportation, to which payment well 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-bound Principal has subscribed to a contract with the State of Florida Department of Transportation (hereinafter called the Department), for constructing or otherwise improving a road(s), bridge(s), and building(s)
PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTALS NECESSARY TO PERFORM ASPHALT MAINTENANCE.

in MIAMI-DADE, BROWARD, PALM BEACH County(ies), particularly known as Federal Aid Project No(s).:
Financial Project No(s).192368-1-72-07 Contract No. E8N88 ,

(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 plans and specifications as therein referred to and made a part thereof, and any alterations as may be made in said plans and specifications as provided for therein, 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 requirements), 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 not be declared to be in default under the Contract then the bond shall be deemed void. In the event of default by the Contactor, the Surety shall pay the Department in addition to the above obligations, all 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 and, finally, if the subject Contract required contractor qualification, under Section 337.14, Florida Statutes, or otherwise, the Surety must use a qualified contractor, who is approved by the Department, to perform the work. It is further covenanted and agreed that any alterations or additions made under this Contract or in the work to be performed therein or the granting of any extension of time for the performance of the Contract or any other forbearance by or on the part of either the Department or the Principal shall not in any way release the Principal and the Surety or either of them, their respective heirs, executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extension, or forbearance is hereby specifically waived. 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. This obligation shall remain in full force and effect until the full performance of all covenants, terms, and conditions herein stipulated. 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 (Contractor) and the signature of the Surety by D.W. MATSON III its ATTORNEY-IN-FACT (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed this 13th day of OCTOBER, 2014.

Complete the following as appropriate

Entity Name: MARKS BROTHERS, INC.	(Seal)
Authorized Signature: [signature]	Name & Title (Print): KURT H. OLSON VICE PRESIDENT OF FINANCE
*Signature:	Name & Title (Print):

*In the event of a Partnership both signature and printed name of 2 partners must be affixed.

Organized and existing under the laws of the State of CONNECTICUT and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

Countersigned: Florida Licensed Insurance Agent	TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Surety Company Name (Print) (Seal)
Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):	By: Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)
Name: D.W. MATSON III, Attorney-in-Fact & Florida Resident Agent	☑ 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: 700 SOUTH DIXIE HIGHWAY, STE 100, CORAL GABLES, FL 33146	NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.
Telephone: (305) 662-3852	

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, Turnpike, Construction Engineer or Maintenance Engineer, P.O. Box 9828, Fort Lauderdale, FL 33310-9828, Phone # (954) 975-4855