

Bond No. 013125871

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

375-020-14  
CONTRACTS ADMINISTRATION  
OGC - 08/12  
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KNOW ALL MEN BY THESE PRESENTS: That we, Ajax Paving Industries of Florida, LLC

(Entity Name) having its principal place of business at 510 Gene Green Road, Nokomis, FL 34275  
(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 Boston MA 02116 (Home Office City, State  
Zip) are held and firmly bound unto the State of Florida, in the full and just sum of Thirty Seven Million, Eight Hundred and Eighty Seven  
Thousand dollars and zero cents. DOLLARS (37,887,000.00), 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) US 41 from SR 951 to Greenway Road.

in Collier County(ies), particularly known as

Federal Aid Project No(s): 3011 029 P

Financial Project No(s): 415621-2-52-01

Contract No. E1M43

(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 Eileen C. Heard its  
Attorney-in-fact and Florida Licensed Resident Agent (Agent for Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed  
this 24th day of October, 2013.

Complete the following as appropriate

Ajax Paving Industries of Florida, LLC	
Contractor (Entity Name)	
Authorized Signature:	<u>Michael A. Horan</u>
*Signature:	
Printed Name:	<u>MICHAEL A. HORAN</u>
Title:	<u>MANAGING MEMBER</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>Massachusetts</u> and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.	
Countersigned: <u>N/A A114909</u> Florida Licensed Insurance Agent	<u>Liberty Mutual Insurance Company</u> Surety Company Name (Print) (Seal)
Print information below (Florida Licensed Insurance Agent, whether in Attorney-in-Fact or Countersignature role): <u>Eileen C. Heard, #A114909</u> Name: <u>Willis of Florida</u>	By: <u>E. C. Heard</u> Florida Licensed Insurance Agent or Attorney-in-Fact (Surety) <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>4211 W Boy Scout Blvd #1000, Tampa FL 33607</u>	NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.
Telephone: <u>813-281-2095</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 1, Construction Engineer, P.O. Box 1249, Bartow, FL 33831-1249, Phone # (863) 519-2224