



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 NW 21 St. // Miami, FL 33142

www.mdxway.com

**EXHIBIT A
DESIGN-BUILD CONTRACT BOND**

MDX PROCUREMENT/CONTRACT NO.: MDX-16-01
MDX WORK PROGRAM NO.: 83611.101
MDX PROJECT/SERVICE TITLE: DESIGN-BUILD SERVICES FOR THE RECONSTRUCTION
OF SR 836/I-395 FROM
WEST OF NW 17TH AVENUE TO I-95/MIDTOWN
INTERCHANGE IN MIAMI-DADE COUNTY

Archer Western - Travelers Bond No. 106917823

Bond Number: de Moya - Travelers Bond No. 106924813

This Agreement made the 12th day of July, 2018, between Archer Western - De Moya Joint Venture, a corporation organized and existing under the laws of the State of Florida, with its principal office located at 4343 Anchor Plaza Parkway, Suite 155, Tampa, Hillsborough County, FL 33634, (312) 563-5400 referred to as Design-Build Firm, and Travelers Casualty and Surety Company of America, duly authorized to do business in the State of Florida, pursuant to the laws of Florida, having its principal place of business One Tower Square [address], Hartford [city], Hartford County, Hartford CT [state] 860-277-0111 (phone number) referred to as Surety.

RECITAL

The parties declare that they are obligated to Miami-Dade Expressway Authority located at 3790 Northwest 21st Street, Miami, Miami-Dade County, Florida 33142, (herein called MDX), as obligee, in the amount of One Hundred Eighty-Five Million, Nine Hundred Ninety-Nine Thousand, Nine Hundred Ninety-Eight Hundred Dollars and Zero Cents (\$185,999,998.00), for the payment of which Design-Build Firm and Surety bind themselves, their heirs, representatives, successors, and assigns, jointly and severally.

CONDITIONS

The condition of this Bond is that, if Design-Build Firm shall faithfully perform the terms and provisions of (a) through (j) below, then this obligation shall be void; otherwise it shall remain in full force and effect.

- a. Before commencing work on the above-referenced project, the Design-Build Firm will provide MDX with a certified copy of the recorded bond, in accordance with section 255.05 (1)(b), Florida Statutes; and
- b. Design-Build Firm, and any claimants against the Design-Build Firm under the terms and

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conditions of this Bond, shall in all respects comply with Section 255.05, Florida Statutes, as amended, including the notice and time limitation provisions thereof; and

- c. Design-Build Firm shall promptly, faithfully, and fully perform the contract dated the 12th day of July, 2018, between Design-Build Firm and MDX for the above-referenced project, the contract being made a part of this Bond by reference, including the Contract Documents as therein referred to and made a part thereof, and such alterations as may be made in said contract as provided for therein, and with the time periods and manner specified (the "Contract"); and
- d. The total amount of this Bond includes all design, construction and non-construction services provided by the Design-Build Firm pursuant to the Contract documents and in accordance with section 255.05(2), Florida Statutes; and
- e. Design-Build Firm shall remedy any errors in partial or final estimates and any defects that may exist, appear, occur or result in or from said work through the end of the warranty period as specified in the Contract; and
- f. Design-Build Firm shall promptly make payments to all claimants, in accordance with Section 255.05(1)(c), Florida Statutes, and any and all other persons supplying 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 work provided for in the Contract; and
- g. Design-Build Firm shall promptly pay and shall specifically indemnify and hold harmless MDX from all liability for all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the Contract; and
- h. Design-Build Firm shall pay MDX double any amount in money or property MDX may lose or is overcharged or otherwise defrauded of, by reason of any wrongful or criminal act, if any, of the Design-Build Firm, its agents, and/or employees;
- i. Design-Build Firm shall pay MDX all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings that MDX sustains because of a default by Design-Build Firm, under the Contract;
- j. Design-Build Firm shall perform the guarantee of all work and materials furnished under the Contract for the time specified in the Contract.

TERMS

For the reasons recited above, and in consideration of the mutual covenants of the parties, Design-Build Firm and Surety agree as follows:

1. Whenever MDX notifies Surety that MDX has declared Design-Build Firm in default under the above-mentioned Contract, Surety shall, at Surety's sole expense, within thirty (30) days of the date

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of the Notice of Default issued by MDX, take one of the following actions to correct any breach by Design-Build Firm:

- a. Begin to take affirmative action to arrange for Design-Build Firm, with consent of MDX, to promptly, faithfully, and fully perform the Contract; or
 - b. Begin to take affirmative action and undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Begin to take affirmative action to obtain bids or negotiated bids from qualified contractors acceptable to MDX for completing the Contract in accordance with its terms and conditions; arrange for contract execution between MDX and the contractor with a new bond executed by a qualified surety acceptable to MDX; and make available, as work progresses, sufficient funds to pay the cost of project completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which Surety may be liable. The term "balance of Contract Price," as used in this paragraph, shall mean the total amount payable by MDX to Design-Build Firm under the Contract and any amendments, less any amount properly paid by MDX to Design-Build Firm.
 - d. All actions taken by the Surety shall be in accordance with the Contract documents, which shall include oversight, approval and acceptance of the work by MDX pursuant to the Contract documents.
2. In the event that Surety shall have failed to begin to correct such default(s) pursuant to paragraph 1 within the time prescribed therein, Surety shall be deemed to be in default and MDX shall be entitled to enforce any remedy available to MDX in accordance with the Contract or in law or equity against Surety and the Design-Build Firm.
 3. The Design-Build Firm and Surety agree that any breach of obligations under this Bond by either of them, shall not constitute a waiver of any legal claim or action that MDX may have against them respectively.
 4. Should the Design-Build Firm be declared to be in default under the Contract, the Surety shall be obligated to pay MDX all liquidated damages assessed against the Design-Build Firm in accordance with the Contract because of the default, which were not withheld from the Contract proceeds.
 5. Any changes in or under the Contract and in compliance or noncompliance with formalities connected with the Contract or alterations that may be made in the terms of the said Contract, or in the work to be done under it, or the giving by MDX of any extension of time for the performance of said Contract, or to related subcontracts, purchase orders and other obligations, or any other forbearance on the part of MDX or Design-Build Firm to the other, shall not affect the obligation of the Design-Build Firm and the Surety, or either of them, their heirs, personal representatives, successors or assigns under this Bond, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
 6. In no event will the Surety be liable in the aggregate to MDX/obligee for more than the penal sum of this Bond.

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7. The parties acknowledge that each has reviewed the terms and conditions of this Bond and each agree that the Bond is mutually beneficial and acceptable to their respective business interests.

WITNESS the signature of the Design-Build Firm and the signature of the Surety by Jodi Wallace its Attorney-in-Fact
(Agent or Attorney-in-Fact) with the seals of said Design-Build Firm and Surety affixed this 2nd day of July in the year of 2018.

Design-Build Firm:

Entity Name: Archer Western - De Moya Joint Venture (Affix Seal)

Authorized Signature: 

Name & Title (Print): Matthew Walsh, Managing Member

*Signature: _____

Name & Title (Print): _____

*In the event of a Partnership the signature and printed name of each partner must be affixed.

Surety:

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.

Name of Surety: Travelers Casualty and Surety Company of America

Business Address: One Tower Square, Hartford, CT 06183

Telephone Number: 860-277-0111

Name of Attorney-in-Fact: Patricia Collins FL LIC #W283724



(Affix Seal)

Signature of Attorney-in-Fact

Countersigned: N/A

Florida Licensed Insurance Agent

Name of Agent: N/A

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Business Address: N/A

Telephone: N/A

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact must be attached.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Patricia Collins of Chicago, Illinois**, their true and lawful Attorney-in-Fact 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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**, 2021



Marie C. Tetreault
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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 remains in full force and effect.

Dated this 2nd day of July, 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**