

**WORK AUTHORIZATION # CM2788-WA01
 NASSAU COUNTY
 BOARD OF COUNTY COMMISSIONERS
 (PIGGYBACK AGREEMENT)**

Consultant:	Proshot Concrete, Inc.
Contract Number:	CM2788
Contact Name:	Bill Morris
Contact Number:	256-483-9092
Email:	billm@proshotconcrete.com

CURRENT WORK AUTHORIZATION			
Project Short Title: Bridge #740053-CR121 over Deep Creek			
		CONTRACT OVERVIEW	
Date Submitted	6/28/2020	Total of Previous Authorizations	\$0.00
Amount	\$113,370.50	This Work Authorization	\$113,370.50
Scheduled Completion	TBD	Current Contract Total	\$113,370.50

This Work Authorization is to the AGREEMENT between Nassau County and the Vendor known as Proshot Concrete, Inc. for Routine Bridge Maintenance Repairs, dated March 23, 2020. The services to be provided under this Work Authorization are as follows:

ARTICLE 1. Services Described as:

Proshot Concrete, Inc. shall provide bridge repairs to Bridge #740053-CR121 over Deep in accordance with the proposal dated June 28, 2020, attached hereto as Exhibit "A".

ARTICLE 2. Time Schedule

Proshot Concrete, Inc. anticipates their earliest starting date to be 30 days from receipt of execution of this Work Authorization with an estimated duration of 30 days to complete repairs upon starting.

ARTICLE 3. Budget

Proshot Concrete, Inc. will perform the services outlined herein for the lump sum amount of \$113,370.50. Proshot Concrete, Inc. fee amounts are detailed further in Exhibit "B". Proshot Concrete, Inc. will be using rates established under Contract CM2788. *Single Source Justification for Underwater Divers/Undermining Repairs, attached hereto as Exhibit "C" *

Article 4. Other Provisions


The Services covered by this Work Authorization will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. Additional terms or contract provisions whether submitted purposely or

inadvertently, shall have no force or effect. This Work Authorization will become a part of the referenced AGREEMENT when executed by both parties.

In presenting this Work Authorization, Consultant agrees that:


Unless detailed herein, all drawings, data, electronic files and other information required for this Work Authorization has been accepted by Consultant. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work assignment. Any additional information, including detailed scope of services are attached.

AGREED TO BY:

BY: 
Print Name: BILL MORRIS
Title: Project Manager
Date: 7-8-2020

RECOMMENDED AND APPROVED BY NASSAU COUNTY:

County Engineer:


Department Head or Designee

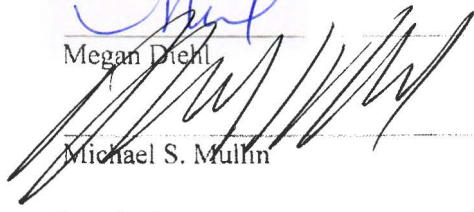
Contract Management:


Megan Diehl

Office of Management & Budget:


Megan Diehl

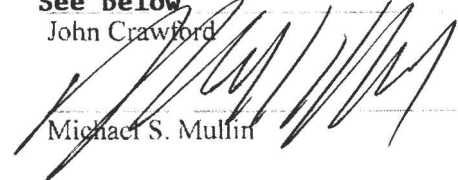
County Manager:


Michael S. Mullin

Ex-Officio Clerk:

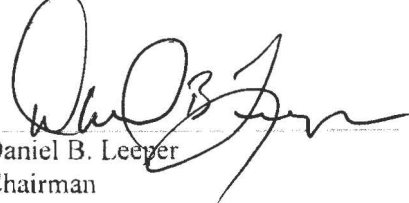
See below
John Crawford

County Attorney:


Michael S. Mullin

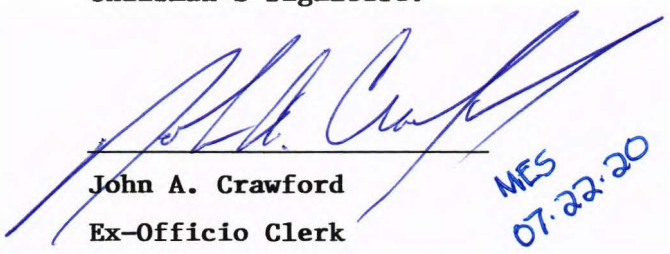
APPROVED by the BOARD OF COUNTY COMMISSIONERS, this 22nd day of July, 2020.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


Daniel B. Leeper
Chairman

ACCOUNT NO.: 03405541-546000 BRDGR

**Attestation: Only to Authenticity as to
Chairman's Signature:**


John A. Crawford
Ex-Officio Clerk

MES
07.22.20



June 28, 2020

Nassau County Engineering Services
96161 Nassau Place
Yulee, FL 32097

RE: Bridge #740053-CR121 over Deep Creek
Work Description

Mr. Hurst,

Our quote includes:

1. Filling void under box culvert and wingwalls on the Northeast end of box
2. Adding dirt to fill void on top of box culvert and wingwalls
3. Repairing spalled and cracked concrete on northeast wingwall
4. Placing rubble riprap in front of box culvert at Northeast end
5. Restoring sited with either concrete slope pavement, sand-cement riprap and/or Sod.

This is a brief narrative of the work that will be completed. I estimate the underwater work will take approximately 5-10 days with completion of entire project taking no more than 30 days or (20 working days).

I anticipate our earliest starting date at this time would be 30 days after receipt of work authorization.

If you have any questions please give me a call.

Thank you,

Bill Morris

Project Manager

billm@proshotconcrete.com

256-483-9092

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946
WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

PROSHOT CONCRETE, INC

4158 MUSGROVE DR.
FLORENCE, ALABAMA 35630
PHONE: 256-764-5941
FAX: 256-764-5946


BRIDGE # 740053 - CR 121 OVER OVER DEEP CREEK

DATE 5/13/2020

E2V83		TOTAL			
ITEM NO	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
0104 11	FLOATING TURBIDITY BARRIER	50	LF	\$0.01	\$0.50
E104 1 1	SAND FILL FOR EROSION REPAIR	40	CY	\$50.00	\$2,000.00
0411 1	EPOXY MATERIAL-Crack Injection-STRUCTURES REHAB	2	GA	\$10.00	\$20.00
0411 2	CRACKS INJECT & SEAL-STRUCTURES REHAB	100	LF	\$20.00	\$2,000.00
400153	NON SHRINK GROUT, F&I, MISC-STRUCTURES REHAB	1500	CF	\$40.00	\$60,000.00
0401 70 6	SPALLED AREAS RESTORE, THERMOSETTING POLYMER CONC	10	CF	\$400.00	\$4,000.00
0524 2 1	CONCRETE SLOPE PAVEMENT, NON REINFORCED, 3IN	20	SY	\$65.00	\$1,300.00
0530 1	RIPRAP, SAND-CEMENT	5	CY	\$400.00	\$2,000.00
0530 3 3	RIPRAP, RUBBLE, BANK AND SHORE	40	TN	\$95.00	\$3,800.00
E102 1 3	MAINTENANCE OF TRAFFIC SITE SPECIFIC CONTRACTS)	10	LO	\$525.00	\$5,250.00
NPI	UNDERWATER DIVERS FOR UNDERMINING REPAIRS	10	ED	\$3,300.00	\$33,000.00
TOTAL AMOUNT					\$113,370.50

Exhibit C

Nassau County Board of County Commissioners
Sole Source/Single Source Certification Form

Vendor Name:	<u>Proshot Concrete, Inc.</u>	Department:	<u>Engineering Services</u>
Address:	<u>4158 Musgrove Dr.</u>	Department Head Signature:	<u> 07/16/2020</u>
	<u>Florence, AL 35630</u>	Date:	<u>06/30/2020</u>
Phone:	<u>256-764-5941</u>	Cost:	<u>\$33,000</u>
Contact Name:	<u>Bill Morris</u>		
Account:	<u>03405541-546000 BRDGR</u>		

Description of Commodity:
Underwater divers for undermining repairs.

Check one (1) of the following two (2) choices:

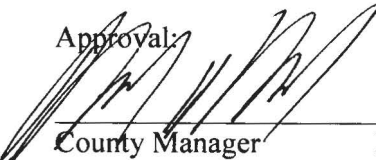
- Sole Source: The goods or services can be legally purchased from only one source.
- Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

- Purchase can only be obtained from original manufacturer-not available through distributors.
- Only authorized area distributor of the original manufacturer.
- Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- This is the only known source that will meet the specialized needs of this department or perform the intended function.
- This source must be used to meet warranty or service maintenance requirements.
- This source is required for standardization.
- None of the above apply.

Comments/Explanations: (required)

The underwater divers are not covered under the existing contract and the work is required in order to complete the repair of structure 740053 with Prompt Corrective Action placed on them by FDOT.

Approval: 
 County Manager

Date: 7/21/20

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

Proshot Concrete, Inc.
4158 Musgrove Drive
Florence, AL 35630

Fidelity & Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

OWNER (*Name and Address*):

Nassau County Board of County Commissioners
96135 Nassau Place, Suite 2
Yulee, FL 32097

CONTRACT

Effective Date of Agreement: 7/23/2020

Amount: \$113,370.50

Description (*Name and Location*): Bridge #740053-CR-121 Over Deep Creek

BOND

Bond Number: 9334717

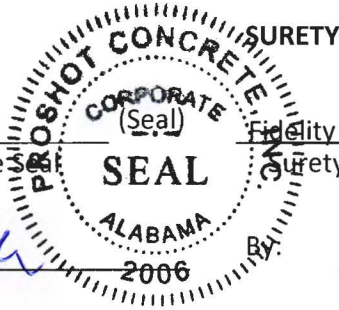
Date (*Not earlier than Effective Date of Agreement*): 7/23/2020

Amount: \$113,370.50

Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL



Proshot Concrete, Inc.
Contractor's Name and Corporate Seal

Fidelity & Deposit Company of Maryland (Seal)
Surety's Name and Corporate Seal

By: *Anthony McDougle*
Signature

Grantland Rice, III
Signature (Attach Power of Attorney)

Anthony McDougle
Print Name

Grantland Rice, III
Print Name

President
Title

Attorney-in-Fact
Title

Attest: *Connie Dill*
Signature

Attest: *Sharon E. Griffith*
Signature

Connie Dill, Office Manager
Title

Sharon E. Griffith, Senior Account Mgr-Bonds
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

EJCDC No. C-610 (2007 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

If there is no Owner Default, Surety's obligation under this Bond shall arise after:

- Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
- Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
- Owner has agreed to pay the Balance of the Contract Price to:
 - Surety in accordance with the terms of the Contract; or
 - Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

- Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
- Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
- Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 - Deny liability in whole or in part and notify Owner citing reasons therefor.

If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Definitions.

Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative (*Engineer or other party*):

**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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, 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 **Bruce S. DENSON, Grantland RICE, III, Gregg A. TATUM, Thomas J. BOLE and Sharon E. GRIFFITH, all of Birmingham, Alabama, 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: **any and all bonds and undertakings**, 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 23rd day of August, A.D. 2019.


ATTEST:

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



By: 

Assistant Secretary
Dawn E. Brown




Vice President
Robert D. Murray

State of Maryland
County of Baltimore

On this 23rd day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, 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, depose 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, Notary Public
My Commission Expires: July 9, 2023



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 23rd day of July, 2020.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

Proshot Concrete, Inc.
4158 Musgrove Drive
Florence, AL 35630

OWNER (*Name and Address*):

Nassau County Board of County Commissioners
96135 Nassau Place, Suite 2, Yulee, FL 32097

SURETY (*Name, and Address of Principal Place of Business*):

Fidelity & Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

CONTRACT

Effective Date of Agreement: 7/23/2020
Amount: \$113,370.50
Description (*Name and Location*):

BOND

Bond Number: 9334717
Date (*Not earlier than Effective Date of Agreement*): 7/23/2020
Amount: \$113,370.50
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Proshot Concrete, Inc.
Contractor's Name and Corporate Seal

Fidelity & Deposit Company of Maryland (Seal)
Surety's Name and Corporate Seal

By:

Anthony McDougale
Signature

Grantland Rice, III
Signature (Attach Power of Attorney)

Anthony McDougale
Print Name

Grantland Rice, III
Print Name

President
Title

Attorney-in-Fact
Title

Attest:

Connie Dill
Signature

Attest:

Sharon E Griffith
Signature

Connie Dill, Office Manager
Title

Sharon E. Griffith, Senior Account Mgr-Bonds
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

EJCDC No. C-615(A) (2007 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
1. With respect to Owner, this obligation shall be null and void if Contractor:
 - 1.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 1.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
2. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
3. Surety shall have no obligation to Claimants under this Bond until:
 - 3.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 3.2
 - 3.3 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
4. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
5. Reserved.
6. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
7. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

8. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

9. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

13. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. Definitions

14.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

14.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

14.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other)*:

**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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, 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 **Bruce S. DENSON, Grantland RICE, III, Gregg A. TATUM, Thomas J. BOLE and Sharon E. GRIFFITH, all of Birmingham, Alabama, 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: **any and all bonds and undertakings**, 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 23rd day of August, A.D. 2019.


ATTEST:

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



By: 

*Assistant Secretary
Dawn E. Brown*




*Vice President
Robert D. Murray*


**State of Maryland
County of Baltimore**

On this 23rd day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, 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, deposeth 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, Notary Public
My Commission Expires: July 9, 2023



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 23rd day of July, 2020.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056