STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-020-13
CONTRACTS ADMINISTRATION
OGC - 08/15

DESIGN-BUILD CONTRACT
District

This Contract, is entered into between the State of Florida Department of Transportation hereinafter called the Department, and Middlesex-Herzog II A Joint Venture

of One Spectacle Pond Road, Littleton, MA 01460, herein called the Contractor.

The Contractor agrees with the Department, for the consideration herein mentioned, and at the Contractor's own proper cost and expense, to do all the work and furnish all the materials, equipment, supplies and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Request for Proposal, and Contractor's Proposal, which are incorporated by reference herein under security as set forth in the attached bond, all of which are hereby adopted and made part of this Contract and incorporated by reference herein, and to the satisfaction of the duly authorized representatives of the Department, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be performed under this Contract.

The Contractor shall also maintain such insurance as will protect the Department from any or all claims for property damage, personal injury and bodily injury including death, which may arise from operations under this Contract. Certificates of such insurance shall be filed with the Department and shall be subject to its approval for adequacy of protection.

It is agreed that the work to be done under this Contract is to design and construct or otherwise improve the road(s), bridge(s), and building(s) described as:

Central Florida Commuter Rail Transit Phase 2 South

in Orange, Osceola and Seminole County(ies), a distance of approximately 18 miles

and known as Federal Aid Project No(s).: N/A

Financial Project No(s).: 423446-9-52-01; 423446-9-5A-01; 423446-9-52-03; 423446-9-52-06; 423446-9-52-07; 412994-4-52-13 Contract No. E-5W96

Complete the following as appropriate

Middlesex-Herzog II A Joint Venture
Contractor (Entity Name)*

Authorized Signature:

*Signature:

Printed Name: David Socci

*

Title: Attorney-In-Fact

(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 Florida and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

Michelle Sloan
District 5

Attorney FDOT
District 5 General Counsel

2/12/16
Date

In consideration of the foregoing premises, the Department agrees to reimburse the Contractor, for all items of work performed and material furnished at the unit prices and under conditions set forth in the attached proposal.

IN WITNESS WHEREOF, the Department has hereunto caused these presents to be subscribed and the Contractor has affixed its name and seal, the date aforesaid. The terms of this contract shall be binding upon full execution and date referenced below.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: Director of Transportation Operations

Date: 2-12-2016 1:37PM

Bond No. 106409094 (Middlesex)
106429390/8244-0988 (Herzog)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DESIGN - BUILD CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Middlesex-Herzog II A Joint Venture

(Entity Name) having its principal place of business at One Spectacle Pond Road, Littleton, MA 01460 (Bidding Office Street Address, City, State, Zip and Phone #) (hereinafter called Principal or Contractor) and Travelers Casualty and Surety Company of America/Federal Insurance Company (hereinafter called Surety), duly authorized to do business in the State of Florida, having its principal place of business at One Tower Square, Hartford, CT 06183; 15 Mountain View Road, Warren, NJ 07059 (Home Office City, State Zip) are held and firmly bound unto the State of Florida, in the full and just sum of One Hundred Thirteen Million, Six Hundred Fifty Three Thousand, Two Hundred Ninety Four dollars and no cents DOLLARS (113,653,294.00), 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) Central Florida Commuter Rail Transit Phase 2 South

in Orange, Osceola and Seminole County(ies), particularly known as

Federal Aid Project No(s).: N/A

Financial Project No(s).: 423446-9-52-01; 423446-9-5A-01; 423446-9-52-03; 423446-9-52-06; 423446-9-52-07; 412994-4-52-13 Contract E-5W96 ,

(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 Sandra C. Lopes its Attorney-in-Fact (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed this 8th day of February , 2016 .

Complete the following as appropriate

Middlesex-Herzog II A Joint Venture
Contractor (Entity Name)*

Authorized Signature:

*Signature:

Printed Name: David Socci

*

Title: Attorney-In-Fact

(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 Florida and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

Countersigned: N/A
Florida Licensed Insurance Agent

Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):

Name: Alliant Insurance Services, Inc.

Business Address: 131 Oliver Street, 4th Floor, Boston, MA 02110

Telephone: (617) 535-7200

Travelers Casualty and Surety Company of America/Federal Insurance Company
Surety Company Name (Print) (Seal)

By: Sandra C. Loges
Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)
Sandra C. Loges, Attorney-in-Fact, FL Non-Resident License # W051270

☒ Above Signatory is also a Florida Licensed Insurance Agent (check if applicable and complete business name, address and telephone number block; if not, havesuch an agent countersign and complete block)

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 5, Construction Engineer or Maintenance Engineer, 719 South Woodland Blvd., DeLand, FL 32720-6834, Phone # (386) 943-5000

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT AFFIDAVIT

375-020-30
CONTRACTS ADMINISTRATION
OGC - 10/07

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

Before me, the undersigned authority, personally appeared Sandra C. Lopes (Attorney-In-Fact) who, being duly sworn, deposes and says that he/she is a duly authorized insurance agent, properly licensed under the laws of the State of Massachusetts & Florida (If applicable, otherwise N/A), to represent Travelers Casualty and Surety Company of America/Federal Insurance Company (Surety Co.) of Hartford, CT; Warren, NJ (City and State) a company authorized to make surety bonds under the laws of the State of Florida.

Sandra C. Lopes (Attorney-In Fact for Surety Co.) further certifies that as Attorney-in-Fact for the said Travelers Casualty and Surety Company of America/Federal Insurance Company (Surety Co.) has signed the attached bond in the sum of $ 113,653,294.00 on behalf of Middlesex-Herzog II A Joint Venture (Contractor) covering Financial Project No.(s) 423446-9-52-01; 423446-9-5A-01; 423446-9-52-03; 423446-9-52-06; 423446-9-52-07; 412994-4-52-13; Central Florida Commuter Rail Transit Phase 2 South; Contract No.(s) E-5W96; in Orange, Osceola and Seminole County(ies), Florida.

Said Sandra C. Lopes further certifies that the premium on the said bond is $674,531.00, which will be paid in full direct to him/her as Attorney-in-Fact, and included in his/her regular accounts to the said Travelers Casualty and Surety Company of America/ (Surety) Federal Insurance Company and that he/she will receive a regular commission of $118,232.69 ~~percent~~ as Attorney-in-Fact for the execution of said bond and that the commission will not be divided with anyone except as follows:

$31,287.94 (If applicable, otherwise N/A) ~~percent~~ to Doug Joyce, Attorney-in-Fact, Travelers Casualty and Surety Company of America and Federal Insurance Company (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

Sandra C. Lopes

Agent or Attorney-in-Fact
Sandra C. Lopes

Sworn to and subscribed before me this 8th day of February, 2016 by Sandra C. Lopes (name of affiant). He/She is personally known to me or has produced a driver license (type of identification) as identification.

Jean M. Feeney
(Notary Signature)

Jean M. Feeney
(Notary's printed name)

May 26, 2017
My commission expires

Notary Public State of Massachusetts

COUNTERSIGNED (If applicable):

N/A
Florida Licensed Insurance Agent

JEAN M. FEENEY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
May 26, 2017

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228579

Certificate No. 006639169

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael J. Cusack, John J. Gambino, Nicole Roy, Natalie Coneys, Donald H. McCarter, Sandra C. Lopes, Jean M. Feeney, Nicholas Labbe, John Dechiaro, and Laurie Rothwell

of the City of Boston, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 23rd day of December, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 23rd day of December, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, 2016.

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of February, 20 16.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Natalie Coneys, Michael J. Cusack, John DeChiaro, Jean M. Feeney, John J. Gambino, Nicholas Labbe, Sandra C. Lopes, Donald H. McCarter, Laurie Rothwell and Nicole Roy of Boston, Massachusetts** ----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **September, 2014.**

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **15th** day of **September, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

> "All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, 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 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 upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 8th day of February, 2016

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
7108 Fairway Drive
Suite 225
Palm Beach Gardens, FL 33418

CONTACT NAME:
PHONE (A/C, No, Ext): 561.214.6369 FAX (A/C, No): 561.799.3307
E-MAIL ADDRESS: TMCcerts@Alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied World Insurance Company	22730
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : National Fire & Marine Insurance Co	20079
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Middlesex-Herzog II A Joint Venture
One Spectacle Pond Road
Littleton, MA 01460

COVERAGES **CERTIFICATE NUMBER:** 808492800 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	03100010	2/8/2016	12/8/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR	Y	Y	EAU792062012016	2/8/2016	12/8/2018	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Excess Liability	Y	Y	42XSF30225401	2/8/2016	12/8/2018	Each Occurrence Aggregate	$15,000,000 $15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TMC Job #2087; Central Florida Commuter Rail Transit Phase 2 South, Orange, Osceola and Seminole Counties, FL; Financial Project No(s): 423446-9-52-01, 423446-9-5A-01, 412994-4-52-13, 423446-9-52-03, 423446-9-52-06, 423446-9-52-07; 423446-9-52-02; Contract No.: E5W96. The Florida Department of Transportation is an Additional Insured as required by Contract No. E-5W96, and Florida Department of Transportation , Attn: District 5, Contracts Administration Office, 719 S. Woodland Blvd., DeLand, FL 32720-6834.

CERTIFICATE HOLDER

Florida Department of Transportation
Attn: District 5, Contracts Administration Office
719 S. Woodland Blvd.
DeLand, FL 32720-6834

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peter F. Jones

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket Basis - where required by written contract that is executed prior to loss.	**Contract E-5W96; Orange, Osceola and Seminole Counties**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket Basis - where required by written contract that is executed prior to loss.	**Contract E-5W96; Orange, Osceola and Seminole Counties**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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Client#: 36823 HERZCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IMA, Inc. - NE Kansas Division
51 Corporate Woods
9393 W 110th Street, Suite 600
Overland Park, KS 66210

CONTACT NAME:
PHONE (A/C, No, Ext): 913 982-3650 FAX (A/C, No): 9139823495
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Surplus Insurance Corpo	10725
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Florida Department of Transportation
719 S Woodland Blvd.
DeLand, FL 32720-6834

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			RPHV5821331	02/08/2016	02/08/2018	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X Railroad Protective						MED EXP (Any one person)	$
	Liability						PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$6,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract: E-5W96, County: Orange, Osceola and Seminole Counties
Florida Department of Transportation is included as First Named Insured on Railroad Protective Liability Policy. Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando are included as Additional Insureds on the Railroad Protective Liability coverage if required by written contract or agreement and subject to the policy terms and conditions. ISO Form CG 0035 is included under the Railroad Protective Liability policy.

CERTIFICATE HOLDER

Florida Department of Transportation
Attn: District 5, Contracts Admin Office
719 S Woodland Blvd.
Deland, FL 32720-6834

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CA#0H64724 1-913-982-3650
IMA, Inc. (NE Kansas Division)

51 Corporate Woods
9393 W. 110th Street, Suite 600
Overland Park, KS 66210

CONTACT NAME:
PHONE (A/C, No. Ext):
FAX (A/C, No): 913-982-3495
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ARCH INS CO	11150
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Middlesex-Herzog II A Joint Venture

One Spectacle Road

Littleton, MA 01460

COVERAGES

CERTIFICATE NUMBER: 46036648

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			51CAB8934800	02/08/16	02/08/17	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS (X)						BODILY INJURY (Per accident)	$
X	HIRED AUTOS / NON-OWNED AUTOS (X)						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			51WCI8934700	02/08/16	02/08/17	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract: E-5W96, County: Orange, Osceola and Seminole Counties
Florida Department of Transportation is included as Additional Insured on the Automobile Liability Policy if required by written contract or agreement and subject to the policy terms and conditions.

CERTIFICATE HOLDER

Attn: District 5, Contracts Admin Office
Florida Department of Transportation

719 S Woodland Blvd.

DeLand, FL 32720-6834
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT - DESIGNATED CONTRACT(S)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Designated Contract(s): ALL PARTIES WHERE AGREED TO BY A WRITTEN CONTRACT

With respect to the contract(s) designated in the Schedule above, it is agreed that the following subparagraph **e.** is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B. 5.** and **SECTION V – GARAGE CONDITIONS,** Paragraph **B. 5.**

5. Other Insurance

e. With respect to **SECTION II - LIABILITY COVERAGE**, where you are specifically required by a written contract designated in the Schedule above to provide insurance that is primary and non-contributory, and the written contract designated in the Schedule above so requiring is executed by you before any "accident", this insurance will be primary and the other insurance will not contribute with this insurance, but only to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: 51CAB8934800

Named Insured: Middlesex-Herzog II A Joint Venture

Endorsement Effective Date: February 8, 2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 1-212-948-1306
Marsh Risk & Insurance Services
CIRTS_Support@internal.jacobs.com
777 S. Figueroa Street

Los Angeles, CA 90017-5822

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No): 1-212-948-1306
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE AMER INS CO	22667
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Jacobs Engineering Group Inc.

155 North Lake Avenue, 9th Floor

Pasadena, CA 91101

COVERAGES **CERTIFICATE NUMBER:** 45933320 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G27393287	07/01/15	07/01/16	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ISA H08853691	07/01/15	07/01/16	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C48150202 (AOS)	07/01/15	07/01/16	X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N/A		WCU C48150226 (LA, OH, TX)	07/01/15	07/01/16	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C48150214 (WI)	07/01/15	07/01/16	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY "CLAIMS MADE"			EON G21655065 006	07/01/15	07/01/16	PER CLAIM/PER AGG	10,000,000
							AGGREGATE	5,000,000
							DEFENSE INCLUDED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT MGR: Tracy Hood. CONTRACT MGR: Kimberly Poole. RE: FDOT Sunrail Phase II. Design/Construct 17 miles of track, 4 stations (designed by others), a VSLMF (designed by others), two new bridges and one replacement bridge, box culvert replacements and extensions, crash walls, roadway crossings, fiber-optic trunkline, gopher tortoise permitting, utility coordination, and drainage. CONTRACT END DATE: 1/1/2018. SECTOR: Private. *$2,250,000 SIR for states of: LA, OH, TX. Florida Department of Transportation (Owner), Middlesex/Herzog II, A Joint Venture (Design-Builder) and both of their agents, officers, directors and affiliates are added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for

CERTIFICATE HOLDER

Middlesex Corporation

One Spectacle Pond Road

Littleton, MA 01460
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED - AUTOMATIC STATUS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 50
Policy Symbol HDO	Policy Number G27393287	Policy Period 07/01/2015 TO 07/01/2016	Effective Date of Endorsement 07/01/2015
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: Any Person or Organization for whom you are required by written contract or agreement entered into prior to the loss to provide insurance.

Who is an insured (Section II) includes as an additional insured the person or organization shown in the schedule, but the insurance shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of the coverage and/or limits required by said contract or agreement; and, if such additional insured's scope of coverage is not addressed in such contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the named insured's negligence during the named insureds ongoing operations. This insurance shall be Primary Insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

Authorized Agent

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ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured			Endorsement Number
Jacobs Engineering Group Inc.			4
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H08853691	07/01/2015 to 07/01/2016	07/01/2015
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

David A. Felichman

Authorized Representative

POLICY NUMBER: HDO G27393287

Endorsement Number: 89

COMMERCIAL GENERAL LIABILITY
CG 24 17 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
Any railroad (RR) which you have agreed to indemnify pursuant to a written contract entered into with such RR that was signed prior to loss, in connection with an easement granted by such RR to you.	all job sites where you are operating under an easement granted by a scheduled RR, and where you have agreed to indemnify such RR for your operations pursuant to such easement under a written contract entered into with such RR prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

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POLICY NUMBER: HDO G27393287

Endorsement Number: 99

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 69
Policy Symbol ISA	Policy Number H08853691	Policy Period 07/01/2015 TO 07/01/2016	Effective Date of Endorsement 07/01/2015
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS ENGINEERING GROUP, INC. 155 NORTH LAKE AVENUE PASADENA CA 91101	Endorsement Number Policy Number Symbol: WLR Number: C48150202
Policy Period 07-01-2015 **TO** 07-01-2016	Effective Date of Endorsement 07-01-2015
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

Authorized Agent

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
01/20/2016

NAME OF INSURED: Jacobs Engineering Group Inc.

captioned work. Coverage is primary and certificate holder's insurance is excess and non-contributory. Waiver of subrogation is hereby granted in favor of cert holder for GL, AL and WC. Coverage includes U.S. Longshore and Harbor Workers Compensation Act Coverage and Outer Continental Shelf Lands Act Coverage. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

State of Florida

Department of State

I certify from the records of this office that MIDDLESEX-HERZOG II A JOINT VENTURE is a Florida partnership, filed on June 30, 2015.

The document number issued to this registration is GP1500000826.

I further certify said partnership has not been canceled.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-ninth day of September, 2015

Ken Detzner
Secretary of State

CR2EO22 (1-11)

RULE 14-22.007(1), F.A.C.
RULE 14-91.004, F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-020-18
CONTRACTS ADMINISTRATION
OGC - 03/09

DECLARATION OF JOINT VENTURE AND POWER OF ATTORNEY FOR BIDDING ON SPECIFIED PROJECT(S)

Proposal/Contract ID: E5W96

Financial Project Number(s): 423446-9-52-01

Firms forming the Joint Venture and the participation percentage for each entity:

The Middlesex Corporation — 51 %
Party to Joint Venture

Herzog Contracting Corp. — 49 %
Party to Joint Venture

_____ — ____ %
Party to Joint Venture

_____ — ____ %
Party to Joint Venture

As shown above, we desire to be qualified jointly for the purpose of bidding on the subject Proposal/Contract. We designate Middlesex/Herzog II, A Joint Venture, as the name under which we desire to do business with the Florida Department of Transportation. We appoint David Socci, as our true and lawful Attorney-in-Fact, to execute all bids, contracts, supplemental agreements, receipts, and releases and to receive all moneys due from the Florida Department of Transportation.

One Spectacle Pond Road, Littleton, MA 01460
Physical Address of Joint Venture

978-742-4400
Phone Number of Joint Venture

Federal Employer Identification Number of Joint Venture

978-742-4434
Fax Number of Joint Venture

dsocci@middlesexco.com
Email Address of Joint Venture

We give the named Attorney-in-Fact full power and authority to perform every act necessary to be done on each contract awarded to the Joint Venture as fully as we would do if personally present. The rights, powers, and authority of our Attorney-in-Fact to exercise any and all rights and powers shall commence upon execution of this declaration and be in full force and effect until written notice of termination is received by the Florida Department of Transportation.

Dated this 21st day of April, 2015

The Middlesex Corporation
Contractor
By: Alfred S. Aponas
Alfred S. Aponas, President

Herzog Contracting Corp.
Contractor
By: Alan L. Landes
Alan L. Landes, President

Contractor
By: _____
President

Contractor
By: _____
President

This form must be submitted and approved prior to the deadline, to the Contracts Administration Office, 605 Suwannee Street, Tallahassee, FL 32399. A copy can be faxed to (850) 414-4947 and the original mailed to expedite processing.

For Official Use Only

Approved: ☑ Yes ☐ No By: A Mirza Rezazadeh (Printed Name) A Mirza Rezazadeh (Signature) 4/22/15 (Date)

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Partnership Detail

Partnership Name Search

Submit

General Partnership Name

MIDDLESEX-HERZOG II A JOINT VENTURE

Principal Address

10801 COSMONAUT BLVD
ORLANDO, FL 32824 US
Change Date: NONE

Filing Information

Document Number	GP1500000826
FEI/EIN Number	474365086
File Date	06/30/2015
State	FL
Total Pages	1
Pages in Original Filing	1
Current Partners	2
Cancellation Date	NONE
Status	ACTIVE
Effective Date	NONE
Expiration Date	NONE
Name History	NONE

Document Images

06/30/2015 -- Registration | View image in PDF format

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No Filing History | No Authority Info | Partner Info | No Name History

Partnership Name Search

Submit

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State of Florida, Department of State

GP15000000826

(For Office Use Only)

COVER LETTER

TO: Registration Section
Division of Corporations

GP150000000826-5
06/30/15--01034--014 **50.00

SUBJECT: Middlesex-Herzog II A Joint Venture
(Name of Partnership)

The enclosed Partnership Registration Statement and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

David Socci
(Name of Person)

The Middlesex Corporation
(Firm/Company)

1 Spectacle Pond Road
(Address)

Littleton, MA 01460
(City/State and Zip Code)

FILED
15 JUN 30 PM 1:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

For further information concerning this matter, please call:

Peter Martinkus at (978) 742-4428
(Name of Person) (Area Code & Daytime Telephone Number)

STREET ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

CR2E074 (5/11)

JUL - 1 2015

PARTNERSHIP REGISTRATION STATEMENT

1. Middlesex-Herzog II A Joint Venture
(Name of Partnership)

2. Florida/Orange
(State/County of Formation)

3. 47-4365086
(FEI Number)

4. 1 Spectacle Pond Road, Littleton, MA 01460
(Street Address of Chief Executive Office)

5. 10801 Cosmonaut Blvd., Orlando, FL 32824

(Street Address of Principal Office in Florida, if applicable)

6. In accordance with s. 620.8105(1)(c)(1 & 2), Florida Statutes, required partner information is provided in one of the following options:

☑ Attached is a list of the names and mailing addresses of ALL partners and Florida Registration Numbers, if other than individuals, **or:**

☐ The name and street address of the agent in Florida who shall maintain a list of the names and addresses of all partners:

NAME & FLORIDA STREET ADDRESS OF FLORIDA AGENT	IF OTHER THAN INDIVIDUAL, FLORIDA REGISTRATION NUMBER

If any of the partners are other than individuals, its entity name and Florida Registration Number must be listed below:

Partner Entity Name	Florida Document Number
The Middlesex Corporation	P32795
Herzog Contracting Corp.	844631

7. Effective date, if other than the date of filing: _____
(Effective date cannot be prior to the date of filing nor more than 90 days after the date of filing.)

The execution of this statement constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

We are aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S.

Signed this 25th day of June, 2015.

Signatures of TWO Partners:

Typed or printed names of partners signing above: David Socci

Alan L. Landes

Filing Fee:	$50.00
Certified copy:	$52.50 (optional)
Certificate of Status:	$ 8.75 (optional)

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15 JUN 30 PM 1:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Middlesex-Herzog A Joint Venture

List of the names and mailing addresses of all partners

1. The Middlesex Corporation P32795
   1 Spectacle Pond Road
   Littleton, MA 01460

2. Herzog Contracting Corp. 844631
   600 S. Riverside Road
   St. Joseph, MO 64507

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA