

# AIA<sup>®</sup> Document A313™ – 2020

## Warranty Bond

**CONTRACTOR/PRINCIPAL:**

*(Name, legal status, and address)*

J. Kokolakis Contracting, Inc.  
202 East Center Street  
Tarpon Spings, FL 34689

**OWNER/OBLIGEE:**

*(Name, legal status, and address)*

City of Clearwater - Engineering  
Municipal Services Building, Suite #220  
100 S. Myrtle Ave.  
Clearwater, FL 33756

**CONSTRUCTION CONTRACT**

Date: November 20, 2017

Description: Construction Management

*(Name and location)*

Clearwater Solid Waste Transfer Station  
1005 Old Coachman Rd.  
Clearwater, FL 33765

**SURETY:**

*(Name, legal status, and address)*

Liberty Mutual Insurance Company  
175 Berkeley St.  
Boston, MA 02116

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

**BOND**

Term of the Bond

The Term of this Bond commences on March 26, 2020 under the Construction Contract and expires March 25, 2025, unless otherwise specified below, notwithstanding a longer warranty period set forth in the Construction Contract.

Amount of this Bond: \$ 140,000.00 One Hundred Forty Thousand and 00/100 Dollars

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
J. Kokolakis Contracting, Inc.

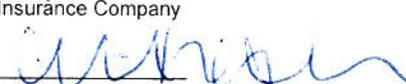
Signature: 

Name and Title: Roderick C. Voigt  
Executive Vice President

*(Any additional signatures appear on the last page of this Warranty Bond.)*

**SURETY**

Company: *(Corporate Seal)*  
Liberty Mutual Insurance Company

Signature: 

Name and Title: Colette R. Chisholm  
Attorney-In-Fact



*(FOR INFORMATION ONLY — Name, address, and telephone)*

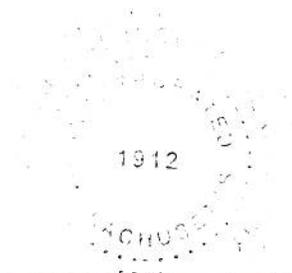
**AGENT or BROKER:**

Alliant Insurance Services, Inc.  
333 Earle Ovington Blvd, Suite 700  
Uniondale, NY 11553

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer, or other party:)*

Ardurra  
4921 Memorial Highway #300  
Tampa, FL 33634



§ 1 During the Term of the Bond, the Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the Contractor's warranty obligations set forth in the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor satisfies its warranty obligations under the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond. It is understood and agreed that in no event shall the Surety's obligations under this Bond extend to warranties provided by the Contractor's suppliers and manufacturers.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

- .1 the Owner first provides notice to the Contractor and the Surety during the Term of the Bond of the Owner's intent to declare a Contractor Default;
- .2 the Contractor fails to remedy the Contractor Default within a reasonable amount of time of such notice; and,
- .3 the Owner declares a Contractor Default and notifies the Surety.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly, under reservation of rights, and at the Surety's expense, remedy the Contractor's Default. The Surety may, with the consent of the Owner, arrange for the Contractor to remedy the Contractor's Default.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 The responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. The Surety is obligated, without modification or qualification, for the responsibilities of the Contractor for correction of defective work as set forth in the Construction Contract, and additional legal and design professional costs resulting from the Contractor's Default or resulting from the actions or failure to act of the Surety under Section 5.

§ 8 The Owner may request an extension of the Term of this Bond. The Surety, at its sole option, may extend the Term of this Bond by continuation certificate or rider setting forth the new expiration date.

- .1 If the Surety extends the Term of this Bond, the Bond shall be considered one continuous bond.
- .2 If the Surety decides not to extend the Term of this Bond, then the Surety shall notify the Owner in writing thirty (30) days prior to the end of the current term of this Bond at the address indicated on page 1.
- .3 Neither the Surety's failure to extend the Term of this Bond nor the Contractor's failure to provide a replacement bond or other acceptable security shall be considered a breach or default by the Surety or Contractor on this Bond, nor serve as a basis for a claim or demand on this Bond.

§ 9 The Surety's total liability under this Bond is limited to the Amount of this Bond indicated on Page 1, regardless of whether the Term of this Bond is extended, the length of time this Bond remains in force, and the number of premiums that shall be payable or paid.

§ 10 No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work of the Contractor required by the Construction Contract is located and shall be instituted within two years after a declaration of Contractor Default. 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.

§ 12 Notice to the Surety, the Owner or the Contractor shall be in writing and mailed or delivered to the address shown on the first page of this Bond.

§ 13 Provisions in this Bond that conflict with applicable statutory or other legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

§ 14 Definitions

§ 14.1 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.2 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with the warranties required under the Construction Contract.

§ 14.3 Owner Default. Failure of the Owner, which has not been remedied or waived, to perform or otherwise comply with the other material terms of the Construction Contract.

§ 14.4 Contract Documents. All the documents that comprise the Construction Contract.

§ 14.5 Surety. The company or companies lawfully authorized to issue surety bonds in the jurisdiction where the project is located.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this Bond are as follows:

This Bond is specifically for the upper one and one-half (1.5) inches of asphalt paving materials at the Solid Waste Transfer site location. This extended warranty specifically excludes failures attributed to the direct application and accumulation of harmful leachates, petroleum based vehicle/equipment fluid contamination, abuse, lack of reasonable maintenance, operational equipment damage and normal wear and tear. Incidental amounts of such contaminants tracked by tires as part of normal transfer station operations shall not be considered direct application and accumulation.

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

ACKNOWLEDGEMENT OF PRINCIPAL

IF A CORPORATION

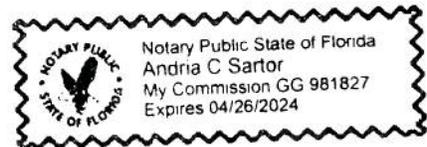
STATE OF FLORIDA }

COUNTY OF PINELLAS }

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3rd day of February, 2021 by Roderick C. Voigt, Executive Vice President of J. Kokolakis Contracting, Inc. dba Kokolakis Contracting, a New York State corporation, on behalf of the corporation. He/she is  personally known to me or  has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
(Notary Public)

My commission expires: 04/26/2024



ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York }

COUNTY OF New York }

On this February 3, 2021, before me personally came Colette R. Chisholm to me known, who, being by me duly sworn, did depose and say; that he/she resides in New York County, State of New York that he/she is the Attorney-In-Fact of the Liberty Mutual Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Liberty Mutual Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving is as such; and that such certificate has not been revoked.

  
Notary Public

NY acknowledgement

**VISHNU CHAITOO**  
Notary Public-State of New York  
No. 01CH6383706  
Qualified in Queens County  
Commission Expires November 26, 2022



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200782-969603

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Colette R Chisholm; Dana Granice; Susan Lupski; Robert T. Pearson; Katherine Acosta; Thomas Bean; George O. Brewster; Desiree Cardlin; Lee Ferrucci; Peter F. Jones; Rita Losquadro; Gerard S. Macholz; Camille Maitland; Nelly Renchwich; Vincent A. Walsh; Michelle Wannamaker

all of the city of Uniondale state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of March, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

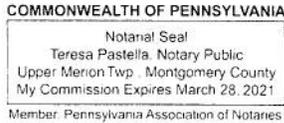
By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of March, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of February, 2021.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY  
**FINANCIAL STATEMENT — DECEMBER 31, 2019**

<b>Assets</b>		<b>Liabilities</b>	
Cash and Bank Deposits.....	\$778,754,989	Unearned Premiums.....	\$8,007,146,482
*Bonds — U.S. Government.....	2,780,808,610	Reserve for Claims and Claims Expense .....	21,532,853,787
*Other Bonds.....	12,645,608,792	Funds Held Under Reinsurance Treaties.....	507,868,920
*Stocks .....	16,385,435,431	Reserve for Dividends to Policyholders.....	1,143,826
Real Estate.....	235,608,378	Additional Statutory Reserve.....	125,722,000
Agents' Balances or Uncollected Premiums.....	6,217,983,641	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	102,273,390	Other Liabilities .....	4,117,460,075
Other Admitted Assets.....	11,957,106,292	<b>Total .....</b>	<b>\$34,292,195,090</b>
		Special Surplus Funds.....	\$32,768,443
		Capital Stock.....	10,000,075
		Paid in Surplus.....	10,044,978,933
		Unassigned Surplus.....	6,723,636,983
		<b>Surplus to Policyholders.....</b>	<b>16,811,384,434</b>
<b>Total Admitted Assets .....</b>	<b><u>\$51,103,579,523</u></b>	<b>Total Liabilities and Surplus.....</b>	<b><u>\$51,103,579,524</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27<sup>th</sup> day of March, 2020.

*T. Mikolajewski*

Assistant Secretary

