

1994-05

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
J & D MAINTENANCE AND SERVICES OF NORTH FLORIDA, LLC
FOR CITYWIDE LANDSCAPE MAINTENANCE SERVICES
FOR CITY PARKS, PRESERVATION PARKS, AND CEMETERIES
(SOUTH AREA)**

THIS CONTRACT is executed as of this 23 day of March, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter sometimes the "Owner" or the "City"), and J & D MAINTENANCE AND SERVICES OF NORTH FLORIDA, LLC, with mailing address at P. O. Box 37389, Jacksonville, Florida 32236 (hereinafter the "Contractor").

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. That Contractor is the one of the lowest and best responsible bidders for furnishing all equipment, labor, and materials and performing all operations necessary for the routine mowing of grassed and/or vegetated areas, edging where applicable, trim work, and pertinent cleanup thereafter in City-owned parks and cemeteries in the South Area of the city within the city limits of the City of Jacksonville, including but not limited to removal of litter, debris, loose tree branches, and trimmings in advance of mowing operations (hereinafter the "Project"). The work on said Project, as specified, will be accomplished by the use of commercial grade, high production equipment. All work on said Project must be performed in accordance with plans and specifications hereinafter referenced. Contractor has been awarded this Contract for said work pursuant to award made February 13, 2015.

2. The Contractor will, at its own cost and expense, do the work required to be done and furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by the City of Jacksonville, bid numbered ESC-0319-15, bid opening date January 7, 2015, designated as *Bid Specifications for Landscape Maintenance Services for*

City Parks, Preservation Parks and Cemeteries, and strictly in accordance with the advertisement calling for bids, proposals, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, bid and/or proposal of said Contractor, and award therefor, now on file in the office of the Chief of the Procurement Division of the City of Jacksonville (hereinafter collectively the "Contract Documents"), all of which are hereby specifically made a part hereof by reference to the same extent as if fully set out herein for a total amount not-to-exceed ONE MILLION FOUR HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-NINE AND 20/100 DOLLARS (\$1,448,759.20), at and for the prices and on the terms contained in the Contract Documents.

3. On the faithful performance of this contract by Contractor, Owner will pay Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. Contractor shall indemnify and hold harmless Owner and Owner's officers and employees from liabilities, damages, losses, and costs, including but not limited to environmental claims, reasonable attorney's fees, and reasonable expert witness fees to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. To the extent this provision is in conflict with the Contract Documents, this provision shall take precedence, notwithstanding any other provision in the Contract Documents to the contrary. It is the intent of the parties that any such indemnification shall be in accord with Section 725.06(2), Florida Statutes (2008).

5. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.

6. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

7. The period of service of this Contract will commence on February 13, 2015, and will continue in full force and effect until February 12, 2017, unless earlier terminated as provided in the Contract Documents. Notwithstanding the foregoing, Owner shall have the absolute right to terminate this Contract for convenience, without cause, at any time upon thirty (30) days' advance written notice to Contractor of such intent to terminate the Contract.

8. In the sole discretion of City, this Contract may be renewed for two (2) additional two (2) year periods upon terms and conditions that are mutually acceptable to the parties.

[Remainder of page intentionally left blank. Signature page follows immediately.]

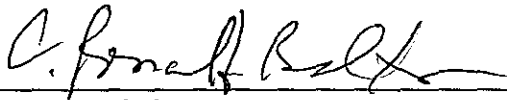
Encumbrance and funding information for internal City use:

Account..... _____

Amount.....\$ _____

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued [purchase order(s)][check request(s)] that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent [purchase order(s)][check request(s)], as specified in said Contract.



Director of Finance
City Contract # 7994-05
PRB

Contract Encumbrance Data Sheet follows immediately.

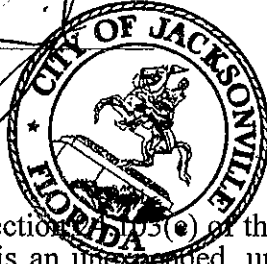
Cleveland Ferguson III
Deputy Chief Administrative Officer
For Mayor Alvin Brown in
Under Authority of:
Executive Order No. 2015-01

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract,
duplicate, the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



By Alvin Brown
Alvin Brown, Mayor
CITY OWNER

In accordance with Section 25(6) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Carlton
Director of Finance
7994-05

Form Approved:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

J & D MAINTENANCE AND SERVICES OF NORTH FLORIDA, LLC

Elaine Bailey
Signature

Everett J. Crowell
Everett J. Crowell

Elaine Bailey
Type/Print Name

Rodney D. Evans
Rodney D. Evans

Office Manager
Title

CONTRACTOR

CONTRACT NUMBER 1994-05

(Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: J & D Maintenance and Services of North Florida, LLC

Principal Business Address: 4850 Rosselle Street, Jacksonville, FL 32254; P. O. Box 37389, Jacksonville, Florida 32236

Telephone: 904-384-8411

As to the Surety:

Name: Merchants National Bonding Inc.

Principal Business Address: 2100 Fleur Drive Des Moines IA 50321

Telephone: (515) 558-8784

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 609 St. Johns Bluff Road North, Jacksonville, Florida 32225

Telephone: (904) 472-2900

Description of project including address and description of improvements: furnishing all equipment, labor and materials and performing all operations necessary for the routine mowing of grassed and/or vegetated areas, edging where applicable, trim work, and pertinent cleanup thereafter in City-owned parks and cemeteries in the South Area of the city within the city limits of the City of Jacksonville, including but not limited to removal of litter, debris, loose tree branches, and trimmings in advance of mowing operations (hereinafter the "Project"). The work on said Project, as specified, will be accomplished by the use of commercial grade, high production equipment.

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

Bond #NFL1034

KNOW ALL MEN BY THESE PRESENTS, that J & D MAINTENANCE AND SERVICES OF NORTH FLORIDA, LLC, as Principal, (hereinafter the "Contractor"), and Merchants National Bonding Inc., a corporation organized and existing under the laws of the State of IA and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of ONE MILLION FOUR HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-NINE AND 20/100 DOLLARS (\$1,448,759.20), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated as of the 23 day of March, 2015, entered into a contract with City (City Contract # 7994-05 (to be inserted by the City)) for furnishing all equipment, labor, and materials and performing all operations necessary for the routine mowing of grassed and/or vegetated areas, edging where applicable, trim work, and pertinent cleanup thereafter in City-owned parks and cemeteries in the South Area of the city within the city limits of the City of Jacksonville, including but not limited to removal of litter, debris, loose tree branches, and trimmings in advance of mowing operations (hereinafter the "Project"). The work on said Project, as specified, will be accomplished by the use of commercial grade, high production equipment.. All of said work to be done in the time and manner and in strict accordance with any advertisement for bids and/or proposals for said work

and done in strict compliance with the drawings, plans, and specifications for said work and requirements of the City proposal and award therefor and of the contract and all documents included as a part of the contract (hereinafter collectively the "Contract"), all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall: **(1)** promptly and faithfully perform the Project and other work in the time and manner prescribed in said Contract, which is made a part of this Bond by reference, in strict compliance with the Contract requirements; **(2)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and, **(3)** pay City all losses, delay and disruption damages, and all other damages, expenses, costs, statutory attorney's fees, including those incurred in appellate proceedings, that City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by City and of any changes in or under the Contract, and that compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED FURTHER, that whenever Contractor shall be declared by City to be in default under the Contract, City having performed City's obligations thereunder, the Surety shall, at City's sole option, take one (1) of the following actions:

- (1)** Within a reasonable time, but in no event later than thirty (30) days after City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld; to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages, and all other

damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

- (2) (A) Within a reasonable time, but in no event later than sixty (60) days after City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, City may elect to have the Surety determine jointly with City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price, even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph. The term "balance of the Contract price", as used in this Bond, shall mean the total amount payable by City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by City to Contractor. (C) Either way, the Surety shall pay City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or
- (3) Within a reasonable time, but in no event later than thirty (30) days after City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and within twenty-one (21) days thereafter, determine the amount for which it may be liable to City and tender payment to City of any

amount necessary in order for City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save City harmless on account of all claims and damages arising from Contractor's default under the Contract, and pay City for all losses, delay and disruption damages, and other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that City sustains because of a default of Contractor under the Contract.

PROVIDED FURTHER, the Surety shall indemnify and save City harmless from any and all claims and damages arising from Contractor's default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent default, intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from City a certificate of final completion under the Contract.

PROVIDED FURTHER, that during any interim period after City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to City, Surety shall be responsible for securing and protecting the work site, including but not limited to the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than City named herein or the heirs, executors, administrators, or successors of City.

SIGNED AND SEALED this 23 day of March, 2015.

WITNESS:

J & D MAINTENANCE AND SERVICES
OF NORTH FLORIDA, LLC

Signature

Everett J. Crowell
Everett J. Crowell

Type/Print Name

Rodney D. Evans
Rodney D. Evans

Title

CONTRACTOR

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Ludie Walker

Merchants National Bonding Inc.

Benjamin Powell

By Benjamin Powell

Its Attorney in Fact

AS SURETY

Name of Agent: Cecil W. Powell & Company

Address: 219 N Newnan Street
Jacksonville, FL 32202
904-353-3181

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

James R. McCaffrey
Office of General Counsel

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan; Walter N Myers

of **Jacksonville** and State of **Florida** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FOURTEEN MILLION (\$14,000,000.00) DOLLARS

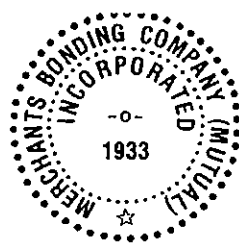
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of December, 2014 .



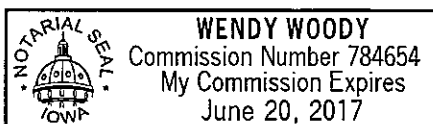
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 2nd day of December, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23 day of March, 2015



William Warner Jr.
Secretary

POA 0014 (7/14)

CONTRACT NUMBER 7994-05
(Contract Number to be inserted by the City of Jacksonville)

PAYMENT BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

NFL1034

As to the Contractor/Principal:

Name: J & D Maintenance and Services of North Florida, LLC

Principal Business Address: 4850 Rosselle Street, Jacksonville, FL 32254; P. O. Box 27389, Jacksonville, Florida 32236

Telephone: 904-384-8411

As to the Surety:

Name: Merchants National Bonding Inc.

Principal Business Address: 2100 Fleurs Drive Des Moines IA 50321

Telephone: (515) 558-8784

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 609 St. Johns Bluff Road North, Jacksonville, FL 32225

Telephone: (904) 472-2900

Description of project including address and description of improvements: furnishing all equipment, labor and materials and performing all operations necessary for the routine mowing of grassed and/or vegetated areas, edging where applicable, trim work, and pertinent cleanup thereafter in City-owned parks and cemeteries in the South Area of the city within the city limits of the City of Jacksonville, including but not limited to removal of litter, debris, loose tree branches, and trimmings in advance of mowing operations (hereinafter the "Project"). The work on said Project, as specified, will be accomplished by the use of commercial grade, high production equipment.

CITY OF JACKSONVILLE, FLORIDA

PAYMENT BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that J & D MAINTENANCE AND SERVICES OF NORTH FLORIDA, LLC (hereinafter the "Principal") and Merchants National Bonding Inc., a corporation organized and existing under the laws of the State of IA and duly authorized to conduct and carry on a general surety business in the State of Florida (hereinafter the "Surety"), are each held and firmly bound unto the City of Jacksonville, a municipal corporation in Jacksonville, Duval County, Florida (hereinafter the "City" or "Owner") in the sum of ONE MILLION FOUR HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-NINE AND 20/100 DOLLARS (\$1,448, 759.20), in lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal entered into a certain contract with the City dated as of the 23 day of March, 2015 (City Contract Number 7994-05 (to be inserted by the City)) (the "Contract") which is, by this reference, made a part hereof as if fully set out herein, for furnishing all equipment, labor, and materials and performing all operations necessary for the routine mowing of grassed and/or vegetated areas, edging where applicable, trim work, and pertinent cleanup thereafter in City-owned parks and cemeteries in the South Area of the city within the city limits of the City of Jacksonville, including but not limited to removal of litter, debris, loose tree branches, and trimmings in advance of mowing operations (hereinafter the "Project"). The work on said Project, as specified, will be accomplished by the use of commercial grade, high production equipment. All of such work, as more particularly described in Bid numbered ESC-0319-15, of Specifications entitled *BID SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS, PRESERVATION PARKS AND CEMETERIES*,

for the City of Jacksonville, Florida, in accordance with plans and specifications prepared by the City of Jacksonville with bid date January 7, 2015.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials, or supplies that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies, and saves City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract, provided City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by City to pay the Principal as required by the Contract; and

(3) Pays City all losses, damages, expenses, costs, and attorney's fees, including those incurred in appellate proceedings, that City sustains because of the Principal's failure to promptly make payments to all claimants as provided above,

then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials, or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides to each of them both of the proper notices, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED FURTHER, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1)

year after the performance of the labor or completion of delivery of the materials or supplies, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after the Principal's receipt of final payment (or the payment estimate containing Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration of, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration of, or addition to the terms of the Contract or to the work or to the specifications.

[Remainder of page left blank Intentionally. Signature page follows immediately.]

SIGNED AND SEALED this 23 day of March, 2015.

WITNESS:

J & D MAINTENANCE AND SERVICES
OF NORTH FLORIDA, LLC

Signature

Everett J. Crowell
Everett J. Crowell

Type/Print Name

Rodney D. Evans
Rodney D. Evans

Title

CONTRACTOR

Signed, Sealed and Delivered
in the Presence of:

Ludie Halliday

Merchants National Bonding Inc.

Benjamin Powell

By Benjamin Powell

Its Attorney in Fact

AS SURETY

Name of Agent: Cecil W. Powell & Company

Address: 219 N Newnan Street
Jacksonville, FL 32202
904-353-3181

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

James R. McCaig
Office of General Counsel

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan; Walter N Myers

of **Jacksonville** and State of **Florida** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FOURTEEN MILLION (\$14,000,000.00) DOLLARS

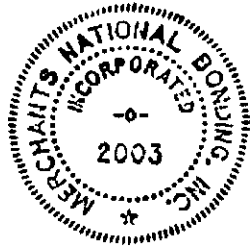
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of December, 2014 .



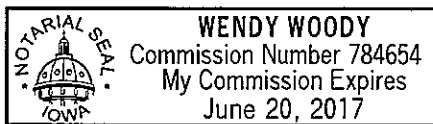
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 2nd day of December, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23 day of March 2015.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2015

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 Cecil W. Powell & Company 219 N. Newman Street Jacksonville, FL 32202	CONTACT NAME: Joanne Smith, CIC PHONE (A/C, No, Ext): (904) 353-3181 E-MAIL ADDRESS: Jsmith@cwpowellins.com	FAX (A/C, No): (904) 353-5722
	INSURER(S) AFFORDING COVERAGE	
INSURED J & D Maintenance and Services P O Box 37389 Jacksonville, FL 32236	INSURER A: Westfield Ins Co	NAIC # 24112
	INSURER B: Bridgefield Employers Ins Co	10701
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	CMM0672915	08/14/2014	08/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CMM0672915	08/14/2014	08/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CMM0672915	08/14/2014	08/14/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	83028323	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is an additional insured with respect to general liability per the attached form

CERTIFICATE HOLDER City of Jacksonville 117 W. Duval St., Suite 480 Jacksonville, FL 32202	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 <i>Susan Jordan</i>
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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
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations

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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.