

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
J. B. COXWELL CONTRACTING, INC.
FOR
TRAIL RIDGE LANDFILL INCREMENTAL CLOSURE
(CLOSURE PHASES 5-7)**

THIS CONTRACT is made and entered into as of this 29 day of Sept, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and J. B. COXWELL CONTRACTING, INC., a Florida profit corporation with principal office at 6741 Lloyd Road West, Jacksonville, Florida 32254 (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 lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, transportation, equipment, tools, and supervision, and performing all operations necessary to execute the work in accordance with Specifications for Trail Ridge Landfill Incremental Closure (Closure Phases 5-7), located at 5110 U.S. Highway 301 South, Baldwin, Florida (hereinafter the "Project"), including but not limited to mobilization, construction and placement of final cover on designated side slope units, construction and installation of the drainage system, site cleanup, demobilization, and all other related work not specified herein but which is necessary to complete the Project, all in accordance with plans and specifications hereinafter referred to, and has been awarded this Contract for said work pursuant to award made August 20, 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 work in accordance with plans and specifications prepared by England, Thims & Miller, Inc., bid numbered CP-0153-15, bid date July 29, 2015, designated as *SPECIFICATIONS FOR TRAIL RIDGE LANDFILL INCREMENTAL CLOSURE (CLOSURE PHASES 5-7)*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are, by this reference, specifically made a part hereof to the same extent as if fully set out herein, for a total base bid of SEVEN HUNDRED SIX THOUSAND THIRTY-SIX AND 50/100 USD (\$706,036.50) for Part 1, SIX MILLION SIX HUNDRED EIGHTY-FOUR THOUSAND FOUR HUNDRED EIGHTY-THREE AND 70/100 USD (\$6,684,483.70) for Part 2, and ONE MILLION FOUR HUNDRED SEVENTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY-FOUR AND 80/100 USD (\$1,477,854.80) for Additive Alternate Part 3 for a total Contract price not-to-exceed EIGHT MILLION EIGHT HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED SEVENTY-FIVE AND 00/100 USD (\$8,868,375.00), at and for the prices and on the terms contained in the Contract Documents.

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

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

5. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Owner has the absolute right to terminate this Contract without cause for convenience by giving the Contractor thirty (30) days' advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested, or by any other delivery method with evidence of receipt to the Contractor's representative who signed this Contract at the address specified above.

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.

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

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

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By James R. McCain, Jr.
Corporation Secretary



By Lenny Curry
Mayor

OWNER

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

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 and that provision has been made for the payment of monies provided therein to be paid.

[Signature]
Director of Finance

6533-53
P03

Encumbrance & funding information is found on the next page.

Form Approved:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

[Signature]
Signature

J. Wayne Williford
Type/Print Name

Vice President
Title

J. B. COXWELL CONTRACTING, INC.

[Signature]
Signature

Christopher C. Blank
Type/Print Name

Vice President
Title

CONTRACTOR

ENCUMBRANCE & FUNDING INFORMATION:

Account: PWSW443PCLC-04938

Amount: \$8,868,375.00

TOTAL... \$8,868,375.00

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

Bond No. 58728459

CONTRACT NUMBER 6533-53
(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. B. Coxwell Contracting, Inc.

Principal Business Address: 6741 Lloyd Road West, Jacksonville, Florida 32254

Telephone: (904) 786-1120

As to the Surety:

Name: Western Surety Company

Principal Business Address: 333 S, Wabash Ave., Floor 22 Chicago, Illinois 60604

Telephone: (800) 331-3379

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

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

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-8786

Description of Project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, transportation, equipment, tools, and supervision, and performing all operations necessary to execute the work in accordance with Specifications for Trail Ridge Landfill Incremental Closure (Closure Phases 5-7), located at 5110 U.S. Highway 301 South, Baldwin, Florida, including but not limited to mobilization, construction and placement of final cover on designated side slope units, construction and installation of the drainage system, site cleanup, demobilization, and all other related work not specified herein but which is necessary to complete the Project, all in accordance with plans and specifications for City Bid # CP-0153-15.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that J. B. COXWELL CONTRACTING, INC., as Principal (hereinafter the "Contractor"), and Western Surety Company, a corporation organized and existing under the laws of the State of South Dakota 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 EIGHT MILLION EIGHT HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED SEVENTY-FIVE AND 00/100 USD (\$8,868,375.00), 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, the Principal made and entered into City Contract Number 0533-53 (to be inserted by the City) (the "Contract"), dated as of the 29 day of Sept, 2015, for furnishing, not by way of limitation, all labor, materials, transportation, equipment, tools, and supervision, and performing all operations necessary to execute the work in accordance with Specifications for Trail Ridge Landfill Incremental Closure (Closure Phases 5-7), located at 5110 U.S. Highway 301 South, Baldwin, Florida (hereinafter the "Project"), including but not limited to mobilization, construction and placement of final cover on designated side slope units, construction and installation of the drainage system, site

cleanup, demobilization, and all other related work not specified herein but which is necessary to complete the Project, all in strict accordance with plans and specifications entitled *SPECIFICATIONS FOR TRAIL RIDGE LANDFILL INCREMENTAL CLOSURE (CLOSURE PHASES 5-7)* prepared by England, Thims & Miller, Inc., bid numbered CP-0153-15, bid date July 29, 2015, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of 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 CONDITIONS OF THIS OBLIGATION are such that, if Contractor shall: (1) promptly and faithfully perform the construction work 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 the City all losses, delay and disruption damages, and all other damages, expenses, costs, statutory attorney's fees, including those incurred in appellate proceedings, that the 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 the City, and any changes in or under the Contract and 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 the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event more than thirty (30) days after the 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 the Contractor under the Contract; or

(2) (A) Within a reasonable time, but in no event more than sixty (60) days after the 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, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the 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 the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor.

(C) either way, the Surety shall pay the 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 more 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 the City and tender payment to the City of any amount necessary in order for the 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 the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the 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 the City sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent or 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 of the product 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 the City a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the 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 the City named herein or the heirs, executors, administrators, or successors of the City.

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

SIGNED AND SEALED this 29 day of Sept, 2015.

WITNESS:

J. B. COXWELL CONTRACTING, INC.

V. Wayne Williford
Signature

Christopher C. Blank
Signature

V. Wayne Williford
Type/Print Name

Christopher C. Blank
Type/Print Name

Vice President
Title

Vice President
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Joann H. Belant
Debra Sull

Western Surety Company

By Francis T. O'Reardon
Its Attorney-in-Fact & Florida Resident Agent

AS SURETY

Name of Agent: Francis T. O'Reardon

Address: 801 N. Orange Ave., Suite 510

Orlando, Florida 32801

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

Form Approved:

James R. McCaig
Office of General Counsel

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Deidre Ann Sullivan, Joseph D Johnson Jr, Francis T O Reardon, Brett A Ragland, Joseph D Johnson III, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29 day of Sept, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER 6533-53
(Contract Number to be inserted by the City of Jacksonville)

Bond No. 58728459

**PAYMENT BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: J. B. Coxwell Contracting, Inc.

Principal Business Address: 6741 Lloyd Road West, Jacksonville, Florida 32254

Telephone: (904) 786-1120

As to the Surety:

Name: Western Surety Company

Principal Business Address: 333 S. Wabash Ave., Floor 22 Chicago, Illinois 60604

Telephone: (800) 331-3379

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

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

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-8786

Description of Project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, transportation, equipment, tools, and supervision, and performing all operations necessary to execute the work in accordance with Specifications for Trail Ridge Landfill Incremental Closure (Closure Phases 5-7), located at 5110 U.S. Highway 301 South, Baldwin, Florida, including but not limited to mobilization, construction and placement of final cover on designated side slope units, construction and installation of the drainage system, site cleanup, demobilization, and all other related work not specified herein but which is necessary to complete the Project, all in accordance with plans and specifications for City Bid # CP-0153-15.

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CITY OF JACKSONVILLE, FLORIDA

**PAYMENT BOND REQUIRED BY
SECTION 255.05, FLORIDA STATUTES**

KNOW ALL MEN BY THESE PRESENTS, that J. B. COXWELL CONTRACTING, INC., as Principal, (hereinafter the "Contractor"), and Western Surety Company, a corporation organized and existing under the laws of the State of South Dakota 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 EIGHT MILLION EIGHT HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED SEVENTY-FIVE AND 00/100 USD (\$8,868,375.00), 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, the Principal made and entered into City Contract Number 6533-53 (to be inserted by the City) (the "Contract"), dated as of the 29 day of Sept, 2015, for furnishing, not by way of limitation, all labor, materials, transportation, equipment, tools, and supervision, and performing all operations necessary to execute the work in accordance with Specifications for Trail Ridge Landfill Incremental Closure (Closure Phases 5-7), located at 5110 U.S. Highway 301 South, Baldwin, Florida (hereinafter the "Project"), including but not limited to mobilization, construction and placement of final cover on designated side slope units, construction and installation of the drainage system, site cleanup,

demobilization, and all other related work not specified herein but which is necessary to complete the Project, all in strict accordance with plans and specifications entitled *SPECIFICATIONS FOR TRAIL RIDGE LANDFILL INCREMENTAL CLOSURE (CLOSURE PHASES 5-7)*, prepared by England, Thims & Miller, Inc., bid numbered CP-0153-15, bid date July 29, 2015, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of 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 CONDITIONS OF THIS BOND are 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 the 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 the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and

(3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including those incurred in appellate proceedings, that the 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 the 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 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, or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED this 29 day of Sept, 2015.

WITNESS:

J. B. COXWELL CONTRACTING, INC.

J. Wayne Williford
Signature

[Signature]
Signature

J. Wayne Williford
Type/Print Name

Christopher C. Blank
Type/Print Name

Vice President
Title

Vice President
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Jean H. Behant
Wade Sullivan

Western Surety Company

By: [Signature]
Its Attorney-in-Fact & Florida Resident Agent

AS SURETY

Name of Agent: Francis T. O'Reardon

Address: 801 N. Orange Ave., Suite 510
Orlando, Florida 32801

Form Approved:

James R. McCain
Office of General Counsel

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Deidre Ann Sullivan, Joseph D Johnson Jr, Francis T O Reardon, Brett A Ragland, Joseph D Johnson III, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2015.



WESTERN SURETY COMPANY

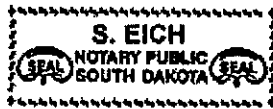
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

NAIC # 13188

Form F4280-7-2012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2015

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 Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	CONTACT NAME: Heather Riles
	PHONE (A/C, No, Ext): (407) 843-1120 FAX (A/C, No): (407) 843-5772
	E-MAIL ADDRESS: hriles@johnsonandcompany.net
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Zurich American Insurance Co 16535
	INSURER B: American Guarantee & Liab Ins 26247
	INSURER C: The Phoenix Insurance Company 25623
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2015 JBC 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GLO 9806400-03	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CONTRACTUAL					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		BAP 9806399-03	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						PIP-Basic \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		AUC 0084389-00	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
C	Contractors Equipment		QT-660-7133P614-TIL-15 Special Including Theft	1/1/2015	1/1/2016	Leased/Rented \$500,000 Max \$5,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Trail Ridge Landfill Incremental Closure Closure Phases 5-7).
City of Jacksonville and City's members, officials, officers and employees are additional insured. This insurance is primary and non-contributory to any other insurance or self-insurance maintained by the City or any City member, official, officer and employee. Waiver of subrogation in favor of the City in regards to the General Liability coverage. 30 days written notice of cancellation.

CERTIFICATE HOLDER CANCELLATION

City of Jacksonville Procurement Division Ed Ball Building 214 N. Hogan Street Suite 800 (8th Floor) Jacksonville, FL 32202	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 F O'Reardon/JOANN

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 anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

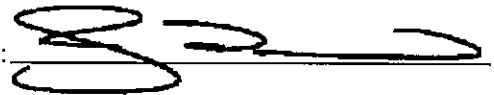
Date Prepared: November 25, 2014

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: January 1, 2015

Policy Number: 196-07301

Countersigned by: _____

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

Insured: J B Coxwell Contracting, Inc.

WC 00 03 13 (Ed. 4-84)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2015

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 Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	CONTACT NAME: Heather Riles PHONE (A/C No. Ext): (407) 843-1120 FAX (A/C No): (407) 843-5772 E-MAIL ADDRESS: hriles@johnsonandcompany.net													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Co</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Guarantee & Liab Ins</td> <td>26247</td> </tr> <tr> <td>INSURER C: The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Co	16535	INSURER B: American Guarantee & Liab Ins	26247	INSURER C: The Phoenix Insurance Company	25623	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED J. B. COXWELL CONTRACTING, INC. 6741 LLOYD ROAD, WEST JACKSONVILLE FL 32254														

COVERAGES **CERTIFICATE NUMBER:** 2015 JBC **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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLO 9806400-03	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BAP 9806399-03	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC 0084389-00	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Contractors Equipment			QT-660-7133P614-TIL-15 Special Including Theft	1/1/2015	1/1/2016	Leased/Rented \$500,000 Max \$5,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Trail Ridge Landfill, Incremental Closure (Closure Phases 5-7) CP-0153-15
The CITY, and their respective members, officials, employees and agents, the engineer, and the Program Management Firms are additional insured.

CERTIFICATE HOLDER City of Jacksonville, Florida 214 N Hogan Street Ed Ball Building Suite 205 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 F O'Reardon/JOANN
--	---



JBCOXWE-01 DPARATORE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2015

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: Dora A Paratore
	PHONE (A/C, No, Ext): (904) 353-3181 FAX (A/C, No): (904) 353-5722
	E-MAIL ADDRESS: dparatore@cwpowellins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Bridgefield Casualty Ins Co
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED
J B Coxwell Contracting Inc
6741 Lloyd Road West
Jacksonville, FL 32254

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	X	0196-07301	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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: Trail Ridge Landfill, Incremental Closure (Closure Phases 5-7) CP-0153-15

Waiver of Subrogation applies in favor of the City of Jacksonville, per the attached endorsement.

CERTIFICATE HOLDER **CANCELLATION**

City of Jacksonville, Florida 214 N. Hogan Street Ed Ball Bldg, Rm 105 Jacksonville, FL 32202	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 