

9281-09

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.
FOR
NAS JACKSONVILLE RE-USE PROJECT – PHASE 2**

THIS CONTRACT is made and entered into as of this 22 day of Oct, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the “Owner” or the “City”), a municipal corporation in Duval County, Florida, and PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC., a Florida profit corporation with principal office at 6380 Philips Highway, Jacksonville, Florida 32216 (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, and supervision and performing all operations necessary for NAS Jacksonville Re-Use 2 Project – Phase 2 (hereinafter the “Project”), including but not limited to constructing an interconnecting pipeline at the NAS Jacksonville Golf Club and work on Irrigation Zones 2, 3, and 4 (Additive Alternates A-1, A-2, and A-3), and all other related work not specified herein but which is necessary to provide a means to discharge excess effluent water from the existing pump station and two acre holding pond to the Antenna Farm areas of NAS Jacksonville and thus 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 September 16, 2014.

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 the City of Jacksonville Department of Public Works, Engineering and Construction Management Division, AH Environmental Consultants, Inc., and John R. Barnard & Associates, Inc., bid numbered CP-0104-14, bid date July 16, 2014, designated as *SPECIFICATIONS FOR NAS JAX REUSE PROJECT – PH II* (hereinafter the “Project Specifications”), 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 hereby specifically made a part hereof to the same extent as if fully set out herein in the amount of NINE HUNDRED NINETY-SIX THOUSAND THREE HUNDRED TWENTY-SEVEN AND 61/100 USD (\$996,327.61) for the total base bid, ONE HUNDRED FOUR THOUSAND SIX HUNDRED FORTY-THREE AND 74/100 USD (\$104,643.74) for Additive Alternate No. A-1, ONE HUNDRED SEVENTEEN THOUSAND ONE HUNDRED NINETY-SIX AND 38/100 USD (\$117,196.38) for Additive Alternate No. A-2, and ONE HUNDRED ONE THOUSAND FIVE HUNDRED EIGHTY-THREE AND 02/100 USD (\$101,583.02) for Additive Alternate No. A-3 for a total Contract price not-to-exceed ONE MILLION THREE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED FIFTY AND 75/100 USD (\$1,319,750.75), 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 on the signature page.

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. In the event this Contract meets the statutory threshold, Contractor has certified that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor agrees City may terminate this Contract immediately without penalty if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. A certification form will be furnished by the City if needed.

[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 Karen Bowling
Mayor
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

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.

C. Ronald Belts
Director of Finance 9281-09

Encumbrance & funding information is found on the next page.

Form Approved:

James R. McCain, Jr.
Office of General Counsel

ATTEST:

PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.

Sharon Carlson
Signature
Sharon Carlson
Type/Print Name
Contract Admin.
Title

Clyde Cross
Signature
Clyde Cross
Type/Print Name
V. R.
Title

CONTRACTOR

ENCUMBRANCE & FUNDING INFORMATION:

Account: FR0045-01-06505

Amount: \$180,465.50

TOTAL... \$180,465.50

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

CONTRACT NUMBER 9281-09

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

PERFORMANCE BOND

Bond# 58710699

REQUIRED

BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Petticoat-Schmitt Civil Contractors, Inc.

Principal Business Address: 6380 Philips Highway, Jacksonville, Florida 32216

Telephone: (904) 751-0888

As to the Surety:

Name: Western Surety Company

Principal Business Address: 101 S. Reid Street, Sioux Falls, SD 57103

Telephone: (407) 919-3942

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 and supervision, and performing all operations necessary for NAS Jacksonville Re-Use 2 Project – Phase 2 (hereinafter the "Project"), including but not limited to constructing an interconnecting pipeline at the NAS Jacksonville Golf Club and work on Irrigation Zones 2, 3, and 4 (Additive Alternates A-1, A-2, and A-3), and all other related work not specified herein but which is necessary to provide a means to discharge excess effluent water from the existing pump station and two acre holding pond to the Antenna Farm areas of NAS Jacksonville and thus complete the Project, all in accordance with plans and specifications for City Bid # CP-0104-14.

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 PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC., as Principal (hereinafter the "Principal" or "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 ONE MILLION THREE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED FIFTY AND 75/100 USD (\$1,319,750.75), 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 9281-09 (to be inserted by City) (the "Contract"), dated as of the 22nd day of OCT, 2014, for furnishing, not by way of limitation, all labor, materials, transportation, equipment and supervision, and performing all operations necessary for NAS Jacksonville Re-Use 2 Project – Phase 2 (hereinafter the "Project"), including but not limited to constructing an interconnecting pipeline at the NAS Jacksonville Golf Club and work on Irrigation Zones 2, 3, and 4 (Additive Alternates A-1, A-2, and A-3), and all other related work not specified herein but which is necessary to provide a means to discharge excess effluent water from the existing pump station

and two acre holding pond to the Antenna Farm areas of NAS Jacksonville and thus complete the Project, all in strict accordance with plans and specifications prepared by the City of Jacksonville Department of Public Works, Engineering Division, AH Environmental Consultants, Inc., and John R. Barnard & Associates, Inc., bid numbered CP-0104-14, bid date August 16, 2014, 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 CONDITION OF THIS OBLIGATION is 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 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 later than thirty (30) days from 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 later than sixty (60) days from the City's written notice of termination for default, award a contract to a completion contractor and issue 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 later than thirty (30) days from 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 22nd day of Oct, 2014.

ATTEST:

PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.

Sharon Carlson
Signature

Sharon Carlson
Type/Print Name

Contract Admin
Title

Clyde Cross
Signature

Clyde Cross
Type/Print Name

V. P.
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Sarah Ann Lambert

Western Surety Company

By William R. Hardaker
Its Attorney-in-Fact

AS SURETY

Name of Agent: William R. Hardaker
GHG Insurance

Address: 751 Oak Street, Suite 100

Jacksonville, Florida 32204

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

Form Approved:

James R. McCall
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

Teresita A Love, Sarah Ann Lambert, William R Hardaker, Michael David Sihle, Individually

of Jacksonville, 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 18th day of October, 2013.

WESTERN SURETY COMPANY

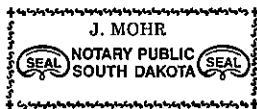


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of October, 2013, 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
June 23, 2015



J. Mohr
J. Mohr, 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

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

CONTRACT NUMBER 9281-09
(Contract Number to be inserted by the City of Jacksonville)
PAYMENT BOND Bond# 58710699
REQUIRED
BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Petticoat-Schmitt Civil Contractors, Inc.

Principal Business Address: 6380 Philips Highway, Jacksonville, Florida 32216

Telephone: (904) 751-0888

As to the Surety:

Name: Western Surety Company

Principal Business Address: 101 S. Reid Street, Sioux Falls, SD 57103

Telephone: (407) 919-3942

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 and supervision, and performing all operations necessary for NAS Jacksonville Re-Use 2 Project – Phase 2 (hereinafter the “Project”), including but not limited to constructing an interconnecting pipeline at the NAS Jacksonville Golf Club and work on Irrigation Zones 2, 3, and 4 (Additive Alternates A-1, A-2, and A-3), and all other related work not specified herein but which is necessary to provide a means to discharge excess effluent water from the existing pump station and two acre holding pond to the Antenna Farm areas of NAS Jacksonville and thus complete the Project, all in accordance with plans and specifications for City Bid # CP-0104-14.

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CITY OF JACKSONVILLE, FLORIDA

PAYMENT BOND REQUIRED BY

SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC., as Principal (hereinafter "Principal" or "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 ONE MILLION THREE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED FIFTY AND 75/100 USD (\$1,319,750.75), 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 9281-09 (to be inserted by City) (the "Contract"), dated as of the 22ND day of OCT, 2014, for furnishing, not by way of limitation, all labor, materials, transportation, equipment and supervision, and performing all operations necessary for NAS Jacksonville Re-Use 2 Project – Phase 2 (hereinafter the "Project"), including but not limited to constructing an interconnecting pipeline at the NAS Jacksonville Golf Club and work on Irrigation Zones 2, 3, and 4 (Additive Alternates A-1, A-2, and A-3), and all other related work not specified herein but which is necessary to provide a means to discharge excess effluent water from the existing pump station and two acre holding pond to the Antenna Farm areas of NAS Jacksonville and thus complete the

Project, all in strict accordance with plans and specifications prepared by the City of Jacksonville Department of Public Works, Engineering Division, AH Environmental Consultants, Inc., and John R. Barnard & Associates, Inc., bid numbered CP-0104-14, bid date July 16, 2014, 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 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 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 22nd day of Oct, 2014.

ATTEST:

PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.

Sharon Carlson
Signature
Sharon Carlson
Type/Print Name
Contract Admin
Title

Clyde Cross
Signature
Clyde Cross
Type/Print Name
V.P.
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Sarah Ann Lambert

Western Surety Company
By: William R. Hardaker
Its Attorney-in-Fact

AS SURETY

Name of Agent: William R. Hardaker
GHG Insurance
Address: 751 Oak Street, Suite 100
Jacksonville, Florida 32204

Form Approved:

James R. McGee
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

Teresita A Love, Sarah Ann Lambert, William R Hardaker, Michael David Sihle, Individually

of Jacksonville, 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 18th day of October, 2013.



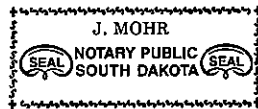
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of October, 2013, 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
June 23, 2015



J. Mohr
J. Mohr, 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



CERTIFICATE OF LIABILITY INSURANCE

PETTCIV-01 DPARATORE

DATE (MM/DD/YYYY)

9/29/2014

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 E-MAIL ADDRESS: dparatore@cwppowellins.com	FAX (A/C, No): (904) 353-5722
	INSURER(S) AFFORDING COVERAGE	
INSURED Petticoat-Schmitt Civil Contractors, Inc. 6380 Philips Highway Jacksonville, FL 32216	INSURER A: Bridgefield Employers Ins Co NAIC # 10701	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

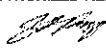
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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	Y/N	N/A	X 0830-53383	02/01/2014	02/01/2015	<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: NAS Jacksonville Re-Use 2 Project - Phase 2

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

CERTIFICATE HOLDER**CANCELLATION**

City of Jacksonville c/o Public Works Department 214 N. Hogan St., 10th 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 
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