

9956

**CONTRACT  
(PAID BY SUBSEQUENT PURCHASE ORDERS)  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
PRECISION SIDEWALK SAFETY CORPORATION  
FOR  
SIDEWALK TRIP HAZARD REMOVAL**

THIS CONTRACT is executed as of this 6 day of March, 2014, retroactive to February 10, 2014 by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter sometimes the "Owner" or the "City"), and PRECISION SIDEWALK SAFETY CORPORATION (hereinafter the "Contractor"), with principal address at 970 SW 104<sup>th</sup> Street Road, Ocala, Florida 34476, for sidewalk trip hazard removal (the "Project").

**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 and best responsible bidder for furnishing all labor, equipment, and materials and performing all operations necessary for removing trip hazards from cementitious and asphaltic concrete sidewalks at designated locations in Jacksonville, including but not limited to cutting, grinding, and performing all appurtenant work necessary to accomplish a complete hazard removal resulting in a finished surface meeting current Americans with Disabilities Act requirements, all in accordance with plans and specifications hereinafter referred to, and has been awarded this Contract for said work pursuant to award made February 10, 2014.

2. The Contractor will, at its own cost and expense, do the work required to be done on said Project and, if asked by the City, furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by the Right of Way and Grounds Maintenance Division of the Department of Public Works entitled *Specifications for Sidewalk Trip Hazard Removal*, City of Jacksonville Bid Number CS-0033-14, Bid Date December 18, 2013, 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 hereby specifically made a part hereof and incorporated herein by this reference to the same extent as if fully set out herein, for a total amount not-to-exceed TWO HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED EIGHTY AND 00/100 DOLLARS (\$292,780.00) for the Project, at and for the prices and on the terms contained in the Contract Documents; *provided however*, the above stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase order[s]. Such purchase order[s] shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase order[s] are issued.

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

4. The period of service of this Contract will commence on the date of the Award (February 10, 2014) and continue in full force and effect until September 30, 2014, unless earlier terminated as provided in the Contract Documents.

5. This Contract may be renewed for up to four (4) periods of one (1) year each in the sole discretion of the Owner. Such renewal will be on terms and conditions that are mutually acceptable to both parties.

6. 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.

7. 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.

8. 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, F.S., Contractor agrees that Owner 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.

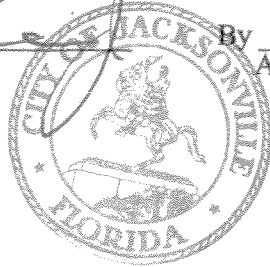
**[Remainder of page intentionally left blank. Signature page follows immediately.]**

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.*  
James R. McCain, Jr.  
Corporation Secretary



By *Karen Bowling*  
Alvin Brown, Mayor

OWNER

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

WITNESS:

PRECISION SIDEWALK SAFETY CORPORATION

*Alan MacMurray*  
Signature  
Alan MacMurray  
Type/Print Name  
President  
Title

*Wendy F. MacMurray*  
Signature  
Wendy F. MacMurray  
Type/Print Name  
CEO  
Title

CONTRACTOR

Encumbrance, funding information, and approval as to form for internal City use are contained on the following page.

**Encumbrance and funding information for internal City use:**

Account.....PWSD116SPPR-06505-PW0360-01

Amount.....\$292,780.00

**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] that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order[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], as specified in said Contract.



Director of Finance

City Contract # 9956



Approved as to form:



Office of General Counsel

CONTRACT NUMBER 9956  
(Contract Number to be inserted by the City of Jacksonville)

**PERFORMANCE BOND**

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

Bond No. 736369

As to the Contractor/Principal:

Name: Precision Sidewalk Safety Corporation

Principal Business Address: 970 SW 104<sup>th</sup> Street Road, Ocala, Florida 34476

Telephone: 352-857-9587

As to the Surety:

Name: Allied Property and Casualty Insurance Company

Principal Business Address: 1100 Locust Street Des Moines, IA 50391-2006

Telephone: (515) 508-5393

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) 255-7575

Description of project including address and description of improvements: furnishing all labor, equipment, and materials, and performing all operations necessary for removing trip hazards from cementitious and asphaltic concrete sidewalks at designated locations in Jacksonville, including but not limited to cutting, grinding, and performing all appurtenant work necessary to accomplish a complete hazard removal resulting in a finished surface meeting current Americans with Disabilities Act requirements.

**CITY OF JACKSONVILLE, FLORIDA**

**PERFORMANCE BOND**

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

Bond No. 736369

**KNOW ALL MEN BY THESE PRESENTS**, that PRECISION SIDEWALK SAFETY CORPORATION, as Principal, (hereinafter the "Contractor"), and Allied Property and Casualty Insurance Company, a corporation organized and existing under the laws of the State of Iowa 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 TWO HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED EIGHTY AND 00/100 USD (\$292,780.00), 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, and firmly by these presents.

**WHEREAS**, the Principal made and entered into City Contract Number 9956 (*to be inserted by the City*) (hereinafter the "Contract"), effective as of the 10th day of February, 2014, for furnishing all labor, equipment, and materials, and performing all operations necessary for removing trip hazards from cementitious and asphaltic concrete sidewalks at designated locations in Jacksonville, including but not limited to cutting, grinding, and performing all appurtenant work necessary to accomplish a complete hazard removal resulting in a finished surface meeting current Americans with Disabilities Act requirements ( hereinafter the "Project"), all in strict accordance with plans and specifications and other Contract Documents prepared by the City of Jacksonville Department of Public Works, Right-of-Way and Grounds Maintenance Division, Bid

numbered CS-0033-14, Bid Date December 18, 2013, entitled *Specifications for Sidewalk Trip Hazard Removal*, 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; and **(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, and 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 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 longer than sixty (60) days from 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 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 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 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 6th day of March, 2014.

ATTEST:

PRECISION SIDEWALK SAFETY CORPORATION

Alan MacMurray  
Signature

Alan MacMurray  
Type/Print Name

President  
Title

[Signature]  
Signature

Wendy F. MacMurray  
Type/Print Name

CEO  
Title  
**AS PRINCIPAL**

Signed, Sealed and Delivered  
in the Presence of:

Margie Hall  
Margie Hall Account Manager

Allied Property and Casualty Insurance Company

By [Signature]  
Its Attorney in Fact/ Resident Agent

**AS SURETY**

Name of Agent: Tyler D DeBord

Address: 220 S Ridgewood Ave

Daytona Beach, FL 32114

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

Form Approved:

James R. McCaffrey  
Office of General Counsel

CONTRACT NUMBER 9956  
(Contract Number to be inserted by the City of Jacksonville)

**PAYMENT BOND**

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

Bond No 736369

As to the Contractor/Principal:

Name: Precision Sidewalk Safety Corporation

Principal Business Address: 970 SW 104<sup>th</sup> Street Road, Ocala, Florida 34476

Telephone: 352-857-9587

As to the Surety:

Name: Allied Property and Casualty Insurance Company

Principal Business Address: 1100 Locust Street Des Moines, Iowa 50391

Telephone: (515) 508-5393

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) 255-7575

Description of project including address and description of improvements: furnishing all labor, equipment, and materials, and performing all operations necessary for removing trip hazards from cementitious and asphaltic concrete sidewalks at designated locations in Jacksonville, including but not limited to cutting, grinding, and performing all appurtenant work necessary to accomplish a complete hazard removal resulting in a finished surface meeting current Americans with Disabilities Act requirements.

**CITY OF JACKSONVILLE, FLORIDA**

**PAYMENT BOND**

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

Bond No. 736369

**KNOW ALL MEN BY THESE PRESENTS**, that PRECISION SIDEWALK SAFETY CORPORATION, as Principal, (hereinafter the "Contractor"), and Allied Property and Casualty Insurance Company, a corporation organized and existing under the laws of the State of Iowa 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 TWO HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED EIGHTY AND 00/100 USD (\$292,780.00), 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, and firmly by these presents.

**WHEREAS**, the Principal made and entered into City Contract Number 9954 (*to be inserted by the City*) (the "Contract"), effective as of the 10th day of February, 2014, for furnishing all labor, equipment, and materials, and performing all operations necessary for removing trip hazards from cementitious and asphaltic concrete sidewalks at designated locations in Jacksonville, including but not limited to cutting, grinding, and performing all appurtenant work necessary to accomplish a complete hazard removal resulting in a finished surface meeting current Americans with Disabilities Act requirements (hereinafter referred to as the "Project"), all in strict accordance with plans and specifications and other Contract Documents prepared by the City of Jacksonville

Department of Public Works, Right-of-Way and Grounds Maintenance Division, Bid numbered CS-0033-12, Bid Date December 18, 2013, entitled *Specifications for Sidewalk Trip Hazard Removal*, 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 of 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 6th day of March, 2014.

ATTEST:

Alan MacMurray  
Signature  
Alan MacMurray  
Type/Print Name  
President  
Title

PRECISION SIDEWALK SAFETY CORPORATION

Wendy F. MacMurray  
Signature  
Wendy F. MacMurray  
Type/Print Name  
CEO  
Title

AS PRINCIPAL

Signed, Sealed and Delivered  
in the Presence of:

Margie Hall  
Margie Hall Account Manager

Allied Property and Casualty Insurance Company  
By: [Signature]  
Its Attorney In Fact/Resident Agent

AS SURETY

Name of Agent: Tyler D DeBord

Address: 220 S Ridgewood Ave Daytona Beach, FL 32114

Form Approved:

James R McCay  
Office of General Counsel

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

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Farmland Mutual Insurance Company, an Iowa corporation  
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation  
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

STEPHEN P. FARMER  
MAURICE D. YOUNGMAN III

PAMELA J. THOMPSON  
RYAN P. ROTHROCK

TYLER D. DEBORD

DAYTONA BEACH FL

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION AND NO/100 DOLLARS

\$ 1,000,000.00

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 30<sup>th</sup> day of April, 2013.



**Terrance Williams, President and Chief Operating Officer** of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and **Vice President** of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company



### ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 30<sup>th</sup> day of April, 2013, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Notary Public  
My Commission Expires  
March 24, 2014

### CERTIFICATE

, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been evoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 6<sup>th</sup> day of March, 2014.

Secretary

This Power of Attorney Expires 11/21/15



# CERTIFICATE OF LIABILITY INSURANCE

PRECISO

OP ID: MN

DATE (MM/DD/YYYY)

11/08/13

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 <b>Brown &amp; Brown Insurance</b> 1720 SE 16th Avenue, Suite 301 Ocala, FL 34471-4620 Doug Shepson, CIC	352-732-5010	CONTACT NAME:	
	352-732-5344	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
INSURED <b>Precision Sidewalk Safety Corporation</b> 303 SE 17th St #309-122 Ocala, FL 34471	INSURER A: <b>FCCI Insurance Company</b>		NAIC # <b>10178</b>
	INSURER B: <b>National Trust Insurance Co.</b>		<b>20141</b>
	INSURER C: <b>FCCI Commercial Insurance Co</b>		<b>33472</b>
	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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CPP00077047	11/12/13	11/12/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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		CA00145715	11/12/13	11/12/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB00059397	11/12/13	11/12/14	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	001WC13A60805	11/12/13	11/12/14	WC STATUTORY LIMITS OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed as Additional Insured with respects to General Liability when required by written contract.

904-996-2898

## CERTIFICATE HOLDER

## CANCELLATION

JACKSO1

City of Jacksonville  
609 St. Johns Blvd North  
Jacksonville, FL 32225

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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