

8258-15

**CONTRACT
(PAID BY SUBSEQUENT PURCHASE ORDERS)
BETWEEN
THE CITY OF JACKSONVILLE
AND
JAX UTILITIES MANAGEMENT, INC.
FOR
ROADSIDE DITCH CLEANING & REHABILITATION**

THIS CONTRACT is executed as of this 30 day of Oct, 2013, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter the "Owner" or the "City"), and JAX UTILITIES MANAGEMENT, INC., a Florida profit corporation with principal address at 5465 Verna Boulevard, Jacksonville, Florida 32205 (hereinafter the "Contractor"), for roadside ditch cleaning and rehabilitation (hereinafter 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 the cleaning and/or rehabilitating of roadside ditches, including but not limited to traffic maintenance, isolation and dewatering of ditch segments, bypass pumping, debris removal, haul and disposal, ditch invert, bank and shoulder grading, soil and surface stabilization, and prevention, control, and abatement of erosion and water pollution, along with all appurtenant work necessary to accomplish a complete cleaning and rehabilitation of storm sewer facilities located within City of Jacksonville rights-of-way and easements during fiscal years 2014 and 2015 at designated locations in the City of Jacksonville,

all in accordance with plans and specifications hereinafter referred to, and has been awarded this Contract for said work pursuant to award made September 26, 2013.

2. The Contractor will do the work required to be done on said Project at its own cost and expense and, if asked by the City, furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by Right of Way and Grounds Maintenance entitled Specifications for Roadside Ditch Cleaning & Rehabilitation, City of Jacksonville Bid Number CP-0093-13, Bid Date September 4, 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 called 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 ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00) 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 (September 26, 2013) and continue in full force and effect until September 30, 2015, unless earlier terminated as provided in the Contract Documents.

5. This Contract may be renewed for up to two (2) periods of two (2) years 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 thereto 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.

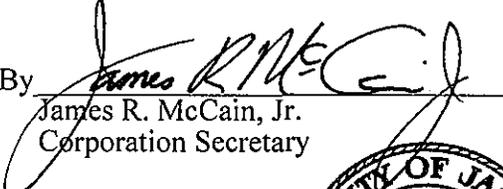
8. In the event this Contract meets the statutory threshold, Contractor has certified that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida 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.

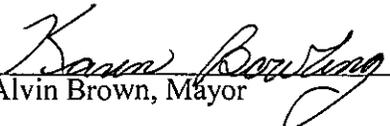
[Remainder of page intentionally left blank. Signature page follows immediately.]

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.
Corporation Secretary

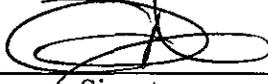
By 
Alvin Brown, Mayor



OWNER
Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04
JAX UTILITIES MANAGEMENT, INC.

WITNESS:


Signature
William Brannen
Type/Print Name
Secretary
Title


Signature
Charles D. Freshwater
Type/Print Name
Vice President
Title

CONTRACTOR

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

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

Encumbrance and funding information for internal City use:

**Account.....PWCP462SD-06505-PW0072-01 and/or
PWGM461SW-03410**

Amount.....\$1,500,000.00

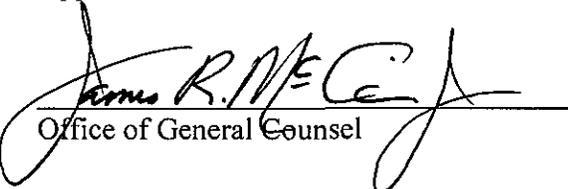
The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Orders that must reference the foregoing Contract. All financial examinations and funds 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 # 8258-15
BT

Approved as to form:



Office of General Counsel

CITY OF JACKSONVILLE
ACCOUNTING DIVISION
CONTRACT ENCUMBRANCE DATA SHEET
FISCAL YEAR: 2014

PROJECT NAME: Roadside Ditch Cleaning & Rehabilitation

Jax Utilities Management, Inc. 591562165 jaxutilities@bellsouth.net
 Vendor Name: Tax ID Number: Vendor's e-mail address

New Vendors or changes in vendor information (i.e. address) W-9 is required.
 W-9 attached? YES ___ NO XX

Department / Division: Public Works / Right of Way & Grounds Maintenance

Department Contact Person for Contract: Fay Dietzel Date Sent: October 3, 2013

Department Contact phone #: 998-5391 Contact e-mail: FayD@coj.net

Contract to be Paid by (method):
 Contract Payment Master PO and/or Purchase Order Ck Request No Payments (Only Agreements)

Any other special payment instruction or important information should be listed below:

 MB to be determined

Account Code Information: (for multiple accounts - use additional sheet if necessary)
 Index Code: PWGM461SW
 Subsubject: 3410
 Dollar Amount: _____ &/or _____ \$ _____
 Project / Proj. Detail: PW0072
 Grant / Grant Detail: _____

Unit Price Supply Contract/(PO)? NO Multi-Year Contract' probable (if yes see below)

Grant Funding: Does the funding for the encumbrance cross our fiscal years? NO
 If Yes, current F/Y encumbrance \$ _____ Encumbrance next F/Y \$ 0

NOTE: If grant funds cross fiscal years, no other authorization or signing is needed for the next year's encumbrance.

If Multi-Year Contract, please break down funding below. Any adjustments (i.e. CPI) in future periods? Yes ___ No ___

Period	Fiscal Year	Index	Subsubject	Project #	Detail	Grant #	Grant Detail	Dollar Amount
Year 1								
Year 2								
Year 3								
Year 4								
Year 5								

Total _____

For Multi-Year Contracts, the Budget Division confirms that funds are anticipated to be budgeted and made available from the appropriate account to encumber the amounts listed above for each fiscal year for the referenced contract.

Print: _____
 (Budget Officer or Designee)

Sign: _____ Date: _____
 (Budget Officer or Designee)

NOTE: Attach original contract encumbrance data sheet to the legal request and send a copy to the Accounting Division

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

CONTRACT NUMBER 8258-15

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

Bond No. GSM 31227

PERFORMANCE BOND

Executed in 4 Counterparts

REQUIRED

BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Jax Utilities Management, Inc.

Principal Business Address: 5465 Verna Boulevard, Jacksonville, FL 32205

Telephone: (904) 779-5353

As to the Surety:

Name: The Gray Insurance Company

Principal Business Address: PO Box 6202, Metairie, LA 70009-6202

Telephone: (504) 888-7790

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

Project Name: Roadside Ditch Cleaning and Rehabilitation

Description of project including address and description of improvements: furnishing all labor, equipment and materials, and for performing all operations necessary for the cleaning and/or rehabilitating of roadside ditches, including but not limited to traffic maintenance, isolation and dewatering of ditch segments, bypass pumping, debris removal, haul and disposal, ditch invert, bank and shoulder grading, soil and surface stabilization, and prevention, control, and abatement of erosion and water pollution, along with all appurtenant work necessary to accomplish a complete cleaning and rehabilitation of storm sewer facilities located within City of Jacksonville rights-of-way and easements during fiscal years 2014 and 2015 at designated locations in the City of Jacksonville, all in accordance with plans and specifications and other Contract Documents related to City of Jacksonville bid number CP-0093-13 for the Project.

THIS BOND WILL BE ISSUED ON A TWO YEAR TERM RENEWABLE BASIS.
RENEWAL REQUIRES A CONTINUATION CERTIFICATE APPROVED BY THE SURETY COMPANY.
THE TERM OF THIS BOND SHALL BE FROM SEPTEMBER 26, 2013 THROUGH SEPTEMBER 30, 2015.

Bond No. GSM 31227
Executed in 4 Counterparts

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that JAX UTILITIES MANAGEMENT, INC., as Principal, (hereinafter the "Contractor"), and The Gray Insurance Company, a corporation organized and existing under the laws of the State of Louisiana 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 called "City"), in the sum of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 USD (\$1,500,000.00), 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 8258-15 (to be inserted by the City) (the "Contract"), dated as of the 30 day of Oct, 2013, for furnishing all labor, equipment, and materials, and for performing all operations necessary for the cleaning and/or rehabilitating of roadside ditches, including but not limited to traffic maintenance, isolation and dewatering of ditch segments, bypass pumping, debris removal, haul and disposal, ditch invert, bank and shoulder grading, soil and surface stabilization, and prevention, control, and abatement of erosion and water pollution, along with all appurtenant work necessary to accomplish a complete cleaning and rehabilitation of storm sewer facilities located within City of Jacksonville rights-of-way and easements during fiscal years 2014 and 2015 at designated locations

in the City of Jacksonville, 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 CP-0093-13, Bid Date September 4, 2013, entitled Specifications for Roadside Ditch Cleaning & Rehabilitation, 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 for 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 for 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 for 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 for 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 30 day of Oct, 2013.

WITNESS:

JAX UTILITIES MANAGEMENT, INC.

[Signature]
Signature
William Braanen
Type/Print Name
Secretary
Title

[Signature]
Charles D. Freshwater
Type/Print Name
Vice President
Title
AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

[Signature]
[Signature]

The Gray Insurance Company

By Teresa L. Durham Teresa L. Durham
Its Attorney-in-Fact and Florida Licensed Resident Agent*

AS SURETY

Name of Agent: Susan Reich/Florida Surety Bonds, Inc.

Address: 620 N. Wymore Road, Suite 200

Maitland, FL 32751, *Inquiries: (407) 786-7770

NOTE. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT

Form Approved:

[Signature]
Office of General Counsel

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

CONTRACT NUMBER 8258-15
(Contract Number to be inserted by the City of Jacksonville)

Bond No. GSM 31227

Executed in 4 Counterparts

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

As to the Contractor/Principal:

Name: Jax Utilities Management, Inc.

Principal Business Address: 5465 Verna Boulevard, Jacksonville, FL 32205

Telephone: (904) 779-5353

As to the Surety:

Name: The Gray Insurance Company

Principal Business Address: PO Box 6202, Metairie, LA 70009-6202

Telephone: (504) 888-7790

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

Project Name: Roadside Ditch Cleaning and Rehabilitation

Description of project including address and description of improvements: furnishing all labor, equipment and materials, and for performing all operations necessary for the cleaning and/or rehabilitating of roadside ditches, including but not limited to traffic maintenance, isolation and dewatering of ditch segments, bypass pumping, debris removal, haul and disposal, ditch invert, bank and shoulder grading, soil and surface stabilization, and prevention, control, and abatement of erosion and water pollution, along with all appurtenant work necessary to accomplish a complete cleaning and rehabilitation of storm sewer facilities located within City of Jacksonville rights-of-way and easements during fiscal years 2014 and 2015 at designated locations in the City of Jacksonville, all in accordance with plans and specifications and other Contract Documents related to City of Jacksonville bid number CP-0093-13 for the Project.

THIS BOND WILL BE ISSUED ON A TWO YEAR TERM RENEWABLE BASIS.
RENEWAL REQUIRES A CONTINUATION CERTIFICATE APPROVED BY THE SURETY COMPANY.
THE TERM OF THIS BOND SHALL BE FROM SEPTEMBER 26, 2013 THROUGH SEPTEMBER 30, 2015.

Bond No. GSM 31227
Executed in 4 Counterparts

CITY OF JACKSONVILLE, FLORIDA

PAYMENT BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that JAX UTILITIES MANAGEMENT, INC., as Principal, (hereinafter the "Contractor"), and The Gray Insurance Company, a corporation organized and existing under the laws of the State of Louisiana 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 FIVE HUNDRED THOUSAND AND 00/100 USD (\$1,500,000.00), 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 8258-15 (to be inserted by the City) (the "Contract"), dated as of the 30 day of Oct, 2013, for furnishing all labor, equipment and materials, and for performing all operations necessary for the cleaning and/or rehabilitating of roadside ditches, including but not limited to traffic maintenance, isolation and dewatering of ditch segments, bypass pumping, debris removal, haul and disposal, ditch invert, bank and shoulder grading, soil and surface stabilization, and prevention, control, and abatement of erosion and water pollution, along with all appurtenant work necessary to accomplish a complete cleaning and rehabilitation of storm sewer facilities located within City of Jacksonville rights-of-way and easements during fiscal years 2014 and 2015 at designated locations in the City of

Jacksonville, 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 CP-0093-13, Bid Date September 4, 2013, entitled Specifications for Roadside Ditch Cleaning & Rehabilitation, 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 for 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 30 day of Oct, 2013
2012:

WITNESS:

JAX UTILITIES MANAGEMENT, INC.

[Signature]
Signature
William Brannen
Type/Print Name
Secretary
Title

[Signature]
Signature
Charles D. Freshwater
Type/Print Name
Vice President
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

[Signature]
[Signature] Its

The Gray Insurance Company
By: [Signature]
Teresa L. Durham, Attorney-in-Fact
and Florida Licensed Resident Agent*

AS SURETY

Name of Agent: Susan L. Reich/Florida Surety Bonds, Inc.
620 N. Wymore Road, Suite 200
Address: Maitland, FL 32751
*Inquiries: (407) 786-7770

Form Approved:

[Signature]
Office of General Counsel

NOTE. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint Susan L. Reich, Jeffrey W. Reich, Don Bramlage, Kim E. Niy, Leslie M. Donahue, Patricia L. Slaughter, Teresa L. Durham, Cheryl Foley, and Gloria A. Richards of Maitland, Florida jointly or severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30 day of Oct, 2013.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

1326 S. Ridgewood Avenue, Suite #15
Daytona Beach, FL 32114
386-898-0507
Fax 386-898-0510

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

October 18, 2013

The City of Jacksonville, Florida
214 North Hogan Street
Jacksonville, FL 32202

Re: *Authority to Date Bonds and Powers of Attorney*
Principal: Jax Utilities Management, Inc.

Bond No.: GSM 31227

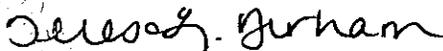
Project: Roadside Ditch Cleaning and Rehabilitation, at Designated Locations in the City of Jacksonville, Florida

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once *dated*, please *fax* a copy of the bonds to our office.

Sincerely,
The Gray Insurance Company



Teresa L. Durham
Attorney-in-Fact and
Florida Licensed Resident Agent