

6533-52

**CONTRACT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
J. B. COXWELL CONTRACTING, INC.  
FOR  
HAMILTON/JERSEY DRAINAGE IMPROVEMENTS**

**THIS CONTRACT** is executed as of this 18 day of Feb., 2014, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and J. B. COXWELL, INC. (hereinafter the "Contractor"), a Florida profit corporation with principal office at 6741 Lloyd Road West, Jacksonville, Florida 32254, for Hamilton/Jersey drainage improvements.

**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, and equipment and performing all operations necessary to control flooding in the Lakeshore neighborhood, located north of the Ortega River and west of Roosevelt Boulevard (hereinafter the "Project"), including, but not limited to construction of roadways, drainage systems, baffle boxes, curb and gutter, erosion control, and all other related work required to complete the Project, all in accordance with plans and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made December 20, 2013.

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 King Engineering Associates, Inc., bid numbered CP-0016-14, bid date December 11, 2013, designated as *Specifications and Contract Documents for*

*Hamilton/Jersey Drainage Improvements*, 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 \$1,479,470.00 for Part A and in the amount of \$1,416,543.00 for Part B for a total amount not-to-exceed TWO MILLION EIGHT HUNDRED NINETY-SIX THOUSAND THIRTEEN AND 00/100 USD (\$2,896,013.00), at and for the prices and on the terms contained in the Contract Documents.

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

4. Contractor shall submit and record all payment and performance 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 in the Contract Documents.

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.

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 Alvin Brown  
Alvin Brown, Mayor  
OWNER

Karen Bowling  
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 Holt  
Director of Finance  
6533-52 BT

Encumbrance & funding information is found on the next page.

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

WITNESS:

V. Wayne Williford  
Signature

V. wayne williford  
Type/Print Name

Vice President  
Title

J. B. COXWELL CONTRACTING, INC.

Christopher C. Blank  
Signature

Christopher C. Blank  
Type/Print Name

Vice President  
Title

CONTRACTOR

ENCUMBRANCE & FUNDING INFORMATION:

|                    |                           |
|--------------------|---------------------------|
| Account.....       | PWCP462SD-06505-PW0294-02 |
| Amount Part A..... | \$1,479,470.00            |
| Amount Part B..... | \$1,416,543.00            |
| TOTAL.....         | \$2,896,013.00            |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/28/2014

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<br>Johnson & Company<br>801 N Orange Avenue<br>Suite 510<br>Orlando FL 32801        | CONTACT NAME: Alberta Justice   |        |
|  | PHONE (A/C No. Ext): (407) 843-1120 FAX (A/C No.): (407) 843-5772<br>E-MAIL ADDRESS: ajustice@johnsonandcompany.net |        |
| INSURED<br>J. B. COXWELL CONTRACTING, INC.<br>6741 LLOYD ROAD, WEST<br>JACKSONVILLE FL 32254 | INSURER(S) AFFORDING COVERAGE   | NAIC # |
|  | INSURER A: Zurich American Insurance Co   | 16535  |
|  | INSURER B: American Guarantee & Liab Ins  | 26247  |
|  | INSURER C: National Union Fire Ins. Co.   | 19445  |
|  | INSURER D: The Phoenix Insurance Company  | 25623  |
|  | INSURER E:  |        |
|  | INSURER F:  |        |

COVERAGES CERTIFICATE NUMBER: 2014 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR   | SUBR WVD | POLICY NUMBER                  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|---|----------|--------------------------------|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY   |   |          | GLO 9806400-02                 | 1/1/2014                | 1/1/2015                | EACH OCCURRENCE \$ 1,000,000                                      |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |   |          |                                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000              |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |   |          |                                |                         |                         | MED EXP (Any one person) \$ 5,000                                 |
|          | <input checked="" type="checkbox"/> Contractual   |   |          |                                |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                |
|          | <input checked="" type="checkbox"/> Independent Contractor  |   |          | GENERAL AGGREGATE \$ 2,000,000 |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                               |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |   |          |                                |                         |                         | \$  |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |   |          |                                |                         |                         | \$  |
| B        | AUTOMOBILE LIABILITY  |   |          | BAP 9806399-02                 | 1/1/2014                | 1/1/2015                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                  |
|          | <input checked="" type="checkbox"/> ANY AUTO  |   |          |                                |                         |                         | BODILY INJURY (Per person) \$                                     |
|          | <input type="checkbox"/> ALL OWNED AUTOS  | <input type="checkbox"/> SCHEDULED AUTOS            |          |                                |                         |                         | BODILY INJURY (Per accident) \$                                   |
|          | <input checked="" type="checkbox"/> HIRED AUTOS   | <input checked="" type="checkbox"/> NON-OWNED AUTOS |          |                                |                         |                         | PROPERTY DAMAGE (Per accident) \$                                 |
|          |   |   |          |                                |                         |                         | PIP-Basic \$ 10,000   |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB   |   |          | BE 29157223                    | 1/1/2014                | 1/1/2015                | EACH OCCURRENCE \$ 5,000,000                                      |
|          | <input type="checkbox"/> EXCESS LIAB  | <input checked="" type="checkbox"/> OCCUR           |          |                                |                         |                         | AGGREGATE \$ 5,000,000  |
|          | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                      | <input type="checkbox"/> CLAIMS-MADE                |          |                                |                         |                         | \$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |   |          |                                |                         |                         | WC STATUTORY LIMITS OTH-ER  |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               |   | N/A      |                                |                         |                         | E.L. EACH ACCIDENT \$   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |   |          |                                |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                                     |
| D        | Contractors Equipment   |   |          | QT-660-7133P614-TIL-14         | 1/1/2014                | 1/1/2015                | Leased/Rented \$500,000 Max 2% Deductible<br>Per Item \$5,000 Min |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Hamilton/Jersey Drainage Improvements

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>City of Jacksonville, Florida<br>214 North Hogan Street<br>Jacksonville, FL 32202 | <b>CANCELLATION</b><br><br>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<br><br>F T. O'Reardon/AJ  |

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**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<br><b>Cecil W. Powell &amp; Co.</b><br>P.O. Drawer 41490<br>219 Newnan St.<br>Jacksonville, FL 32203-1490 | CONTACT NAME: <b>Dora Paratore, AAI, CWCS</b>  |                                    |
|  | PHONE (A/C, No, Ext): <b>904.353.3181 x248</b> | FAX (A/C, No): <b>904.353.5722</b> |
| E-MAIL ADDRESS: <b>dparatore@cwpowellins.com</b>   |  |                                    |
| INSURER(S) AFFORDING COVERAGE  |  | NAIC #                             |
| INSURER A: <b>Bridgefield Casualty Ins Co</b>  | <b>10335</b>                                   |                                    |
| INSURER B:   |  |                                    |
| INSURER C:   |  |                                    |
| INSURER D:   |  |                                    |
| INSURER E:   |  |                                    |
| INSURER F:   |  |                                    |

**COVERAGES**                      **CERTIFICATE NUMBER: 2014 Master**                      **REVISION NUMBER:**

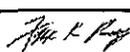
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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  |  |
|----------|---|----------------|-----|-------------------|-------------------------|-------------------------|---|--|
|          | GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                |     |                   |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$  |  |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |                |     |                   |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |  |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$   |                |     |                   |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |  |
| <b>A</b> | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |                |     | <b>0196-07301</b> | <b>01/01/2014</b>       | <b>01/01/2015</b>       | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ <b>1,000,000</b><br>E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b><br>E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b> |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**COJ #CP-0016-14 Project - Hamilton/Jersey Drainage Improvements**

**Waiver of Subrogation applies per the attached endorsement.**

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>City of Jacksonville<br>117 W. Duval Street<br>Jacksonville, FL 32202 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><b>Fitzhugh K. Powell Jr AAI CRIS/DAP</b> |
|--|--|

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

\*Blanket Waiver of Subrogation Applies\*

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

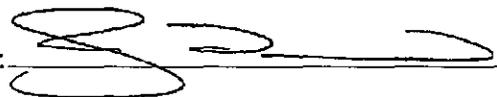
Date Prepared: November 19, 2013

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: January 1, 2014

Policy Number: 196-07301

Countersigned by:

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

Insured: J B Coxwell Contracting, Inc.

**WC 00 03 13** (Ed. 4-84)

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

CONTRACT NUMBER 6533-52  
(Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND NUMBER 58712992

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: J. B. Coxwell Contracting, Inc.

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

Telephone: (904) 786-1120

As to the Surety:

Name: Western Surety Company

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

Telephone: 800 331-3379

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

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

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

Telephone: (904) 998-5396

Description of Project including address and description of improvements: furnishing, not by way of limitation, all labor, materials and equipment, and performing all operations necessary to control flooding in the Lakeshore neighborhood, located north of the Ortega River and west of Roosevelt Boulevard (hereinafter the "Project"), including, but not limited to construction of roadways, drainage systems, baffle boxes, curb and gutter, erosion control, and all other related work shown on construction plans and described in the Scope of Work (Section 30).

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

**CITY OF JACKSONVILLE, FLORIDA**

**PERFORMANCE BOND**

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

**KNOW ALL MEN BY THESE PRESENTS**, that J. B. COXWELL CONTRACTING, INC., as Principal, (hereinafter the "Contractor"), and Western Surety Company, a corporation organized and existing under the laws of the State of South Dakota and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of TWO MILLION EIGHT HUNDRED NINETY-SIX THOUSAND THIRTEEN AND 00/100 USD (\$2,896,013.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal made and entered into City Contract Number 6533-52 (to be inserted by the City) (the "Contract"), dated as of the 18 day of Feb., 2014, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary to control flooding in the Lakeshore neighborhood, located north of the Ortega River and west of Roosevelt Boulevard (hereinafter the "Project"), including, but not limited to construction of roadways, drainage systems, baffle boxes, curb and gutter, erosion control, and all other related work shown on construction plans and described in the Scope of Work (Section 30), all in accordance with plans and specifications entitled *Specifications and*

*Contract Documents for Hamilton/Jersey Drainage Improvements* for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by King Engineering Associates, Inc., bid numbered CP-0016-14, bid date December 11, 2013, 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 after the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or
- (2) (A) Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. (C) Either way, the Surety shall pay the City all

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

- (3) Within a reasonable time, but in no event later than thirty (30) days after City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to 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 18 day of Feb., 2014.

WITNESS:

J. Wayne Williford  
Signature  
J. Wayne Williford  
Type/Print Name  
Vice President  
Title

J. B. COXWELL CONTRACTING, INC.

Christopher C. Blank  
Signature  
Christopher C. Blank  
Type/Print Name  
Vice President  
Title

AS PRINCIPAL

Signed, Sealed and Delivered  
in the Presence of:

James M. Behent  
James M. Behent

Western Surety Company

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

AS SURETY

Name of Agent: Francis T. O'Reardon

Address: 801 N. Orange Ave., Suite 510

Orlando, Florida 32801

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

Form Approved:

James R. McCarry  
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

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

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2013.



WESTERN SURETY COMPANY

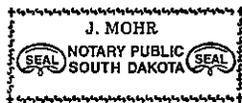
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of June, 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 18 day of Feb., 2014.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

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

CONTRACT NUMBER 6533-52  
(Contract Number to be inserted by the City of Jacksonville)

PAYMENT BOND NUMBER 58712992

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: J. B. Coxwell Contracting, Inc.

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

Telephone: (904) 786-1120

As to the Surety:

Name: Western Surety Company

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

Telephone: (800) 331-3379

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

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

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

Telephone: (904) 998-5396

Description of project including address and description of improvements: furnishing, not by way of limitation, all labor, materials and equipment, and performing all operations necessary to control flooding in the Lakeshore neighborhood, located north of the Ortega River and west of Roosevelt Boulevard (hereinafter the "Project"), including, but not limited to construction of roadways, drainage systems, baffle boxes, curb and gutter, erosion control, and all other related work shown on construction plans and described in the Scope of Work (Section 30).

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

**CITY OF JACKSONVILLE, FLORIDA**

**PAYMENT BOND**

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

**KNOW ALL MEN BY THESE PRESENTS**, that J. B. COXWELL CONTRACTING, INC., as Principal, (hereinafter the "Contractor"), and Western Surety Company, a corporation organized and existing under the laws of the State of South Dakota and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of TWO MILLION EIGHT HUNDRED NINETY-SIX THOUSAND THIRTEEN AND 00/100 USD (\$2,896,013.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal made and entered into City Contract Number 6533-52 (to be inserted by the City) (the "Contract"), dated as of the 18 day of Feb., 2014, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary to control flooding in the Lakeshore neighborhood, located north of the Ortega River and west of Roosevelt Boulevard (hereinafter the "Project"), including, but not limited to construction of roadways, drainage systems, baffle boxes, curb and gutter, erosion control, and all other related work shown on construction plans and described in the Scope of Work (Section 30), all in accordance with plans and specifications entitled *Specifications and*

*Contract Documents for Hamilton/Jersey Drainage Improvements* for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by King Engineering Associates, Inc., bid numbered CP-0016-14, bid date December 11, 2013, 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 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 18 day of Feb., 2014.

WITNESS:

J. Wayne Williford  
Signature  
J. Wayne Williford  
Type/Print Name  
Vice President  
Title

J. B. COXWELL CONTRACTING, INC.  
Christopher C. Blank  
Signature  
Christopher C. Blank  
Type/Print Name  
Vice President  
Title  
**AS PRINCIPAL**

Signed, Sealed and Delivered  
in the Presence of:

James M. Behant  
Debra R. [unclear]

Western Surety Company  
By: Francis T. O'Reardon  
Its Attorney-in-Fact & Florida Resident Agent  
**AS SURETY**  
Name of Agent: Francis T. O'Reardon  
Address: 801 N. Orange Ave., Suite 510  
Orlando, Florida 32801

Form Approved:

James R. McCaig  
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

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

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2013.



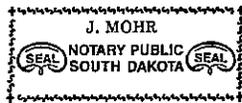
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
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June 23, 2015



J. Mohr  
J. Mohr, Notary Public

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WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary