



Letter of Transmittal

Date: December 18, 2014

To: Brevard County BOCC
Attn: Jeanette Scott
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, FL 23940

Re: St. Johns Heritage Parkway Southern Segment
Bid # B-3-15-18
RPN 3506208

We are sending you attached:

Copies	Description
5	Signed Contract Agreements
5	Signed Payment & Performance Bonds
5	Certificate of Insurance

These are transmitted:

- | | | | |
|-------------------------------------|----------------------|--------------------------|-------------------------|
| <input type="checkbox"/> | For Approval | <input type="checkbox"/> | For review and comments |
| <input type="checkbox"/> | For your information | <input type="checkbox"/> | For completion |
| <input checked="" type="checkbox"/> | As requested | <input type="checkbox"/> | For bid due |

REMARKS:
Please return a fully executed Contract Agreement to the address listed below for our records.

Thank you

By: Stacy L. Barber
Stacy L. Barber
Contract Administrator

SECTION V

CONTRACT

THIS AGREEMENT, made and entered into this ___ day of _____, 2014, A.D., by and between Brevard County, Florida, party of the first part (hereinafter sometimes called the "Owner"), and Ranger Construction Industries, Inc., party of the second part (hereinafter sometimes called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF THE WORK

- 1.1 The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and Transportation and perform all of the work shown on the Drawings and described in the Specifications entitled:**

ST. JOHNS HERITAGE PARKWAY SOUTHERN SEGMENT

as prepared under Contract # 773, by DRMP, Inc., 941 Lake Baldwin Lane, Orlando, FL 32814.

2. THE CONTRACT SUM

- 2.1 The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents.**
- 2.2 Based upon the price shown in the Proposal heretofore submitted to the Owner by the Contractor, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract is the sum of Twelve Million Two Hundred Eighty Eight Thousand Nine Hundred Forty One Dollars and Zero Cents (\$12,288,941.00).**

3. COMMENCEMENT AND COMPLETION OF WORK

- 3.1 The Contractor shall commence work within 10 calendar days after issuance of Notice to Proceed.**
- 3.2 The Contractor shall prosecute the work with faithfulness and diligence and shall complete the work not later than seven hundred and eighty (780) calendar days after issuance of Notice to Proceed.**

4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- 4.1 The Contractor hereby agrees that the surface of the site has been carefully examined and sufficient test holes have been made, or other subsurface investigations made and is satisfied that such site is a correct and suitable one for this work and assumes full responsibility therefore.**

The provisions of this contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations, shall this Contract be more strongly construed against the Owner than against the Contractor and the Surety.

- 4.2 Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner's Engineer and the decision shall be final and binding upon all parties.**
- 4.3 It is distinctly understood and agreed that the passing, approval and acceptance of any part of the work or material by the Owner, the Engineer, or by any agent or representative of the Owner or Engineer as in compliance with the terms of this Contract and of the Drawings and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said work; and the Owner may require the Contractor and the surety to repair, replace, restore and/or make the work comply strictly, and in all things, with this Contract and the Drawings and Specifications. Any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and the Surety to immediately repair or replace any such defective materials and workmanship shall entitle the Owner, in the Owner's sole discretion, to replace or repair the same and, after notice, recover the reasonable cost of such replacement and repair from the**

Contractor and the Surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and the Contractor's failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

5. LIQUIDATED DAMAGES

5.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner will retain the amount of liquidated damages stated in Section VII, Article 41 of the Specifications and Contract Documents, per calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the Owner will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the Owner in the event of such default by the Contractor.

5.2 For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day scheduled for production.

6. PARTIAL AND FINAL PAYMENTS

6.1 In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

(a) The General Contractor must provide Subcontractor(s) releases from the prior payment draw prior to making the next payment draw, and require Subcontractor Waivers of Rights Against Payment Bond for only the previous pay request. Notwithstanding the foregoing pursuant to section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the Count with a written consent from the Surety regarding the Project or payment in question, no such waivers shall be required. The Surety may, in a writing served on the County, revoke its consent or direct that the County withhold a

specified amount from a payment, which shall be effective upon receipt.

- (b) Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.

7. ADDITIONAL BONDS

- 7.1 It is further mutually agreed between parties hereto that if, at any time after the execution of this Agreement and the Public Construction Performance Bond and the Public Construction Payment Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at the Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

8. CONTRACT DOCUMENTS

- 8.1 The Contract Documents, as stated in the Instructions to Bidders and attached hereto, are as fully a part of this Contract as if herein repeated. An enumeration of the Drawings accompanying these Contract Documents follows:

<u>Sheet No.</u>	<u>Title</u>
1	Key Sheet – Set 1
2 - 3	Summary of Pay Items
4 - 6	Drainage Map
7	Flood Data
8 - 14	Typical Section
15 – 16	Construction Details

17 - 18	Summary of Drainage Structures
19 - 21	Optional Materials Tabulation
22	General Notes
23 - 25	Project Layout
26 - 44	Plan & Profile
45	Intersection Details
46 - 62	Drainage Structures
63 - 67	Pond Details
68 -69	Outfall Structure Details
70	Key Sheet – Set 2
71 - 73	Cross Section Pattern
74	Roadway Soil Survey
75-145	Cross Section
146	Key Sheet – Set 3
147 - 148	Stormwater Pollution Prevention Plans
149 - 150	Traffic Control Plans
151	Utility General Notes
152 - 154	Utility Adjustment Sheets
155 - 171	Selective Clearing and Grubbing
172 – 174	Box Culvert CD-9
S-1 – S-3	S & PM Tabulation of Quantities
S-4	S & PM General Notes
S-5 – S-26	Signing & Pavement Marking Plan Sheets
S-27	Guide Sign Worksheet
T-1	Signal Tabulation of Quantities
T-2 – T-3	Signal General Notes
T-4 – T-5	Signalization Plan Sheets
T-6	Signal Head and Utility Location Plans
T-7	Guide Sign Worksheet
T-8	Strain Pole Schedule
Set 4	Structure Plans

9. AUDIT RIGHTS

- 9.1** In performance of the Contract, the Contractor shall keep books and records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Grantee for a period of three (3) years after the termination of this Contract, unless such records are exempt

from Section 24 (a) of Article I of the State Constitution and Section 119.07 (1) Florida Statutes.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by the Contractor in the United States of any other country.

10. PUBLIC RECORDS

10.1 The contractor agrees to comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.**
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.**
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.**
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.**

11. ATTORNEY'S FEES

11.1 In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs.

12. UNAUTHORIZED ALIEN WORKERS

12.1 The County will not intentionally award publicly funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274(e) of the Immigration and Nationality Act (INA). The County shall consider the employment by

the Contractor of unauthorized aliens a violation of Section 274(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of this contract by the County.

13. VENUE

13.1 Venue for any legal action by any party to this contract to interpret, construe or enforce this contract, shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

Attest:

Laurie S. Rice

LAURIE S. RICE, CHIEF DEPUTY
Brevard County, Florida

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
Party of the First Part

Robin Fisher, Chairman

As approved by the Board on September 23, 2014
Date: _____

(SEAL)

Reviewed for legal form and content:

By: EB 12/11/14
Eden Bentley, Deputy County Attorney

Witnessed in the presence of:**

Stacy L. Barber

Leah Manoo

Ranger Construction Industries, Inc.
Party of the Second Part

F. Scott Fowler, Vice President

Date: 12.11.14

Richard A. Fowler

Attest:
Richard A. Fowler (Seal)

Asst. Secretary

(*) In the event that the Contractor is a Corporation, there shall be attached to each counterpart a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.
(**) Two witnesses are required when Contractor is sole ownership or partnership.

CERTIFICATE

(Sample)

STATE OF FLORIDA)

ss

COUNTY OF Orange)

I HEREBY CERTIFY that at a meeting of the Board of Directors of Ranger Construction, a corporation under the laws of the State of Florida, held on October 22, 2012, the following resolution was duly passed and adopted:

"RESOLVED, that Frank Scott Fowler, as Vice President of the corporation, be is hereby authorized to execute the Contract dated 20 , between BREVARD COUNTY, FLORIDA, and this corporation, and that the execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 18th day of December, 2014.

Richard A. Fowler
Asst. Secretary



Ranger
Construction
Industries, Inc.

**WRITTEN CONSENT IN LIEU OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF
RANGER CONSTRUCTION INDUSTRIES, INC.**

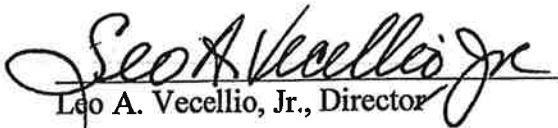
THE UNDERSIGNED, being all of the Directors of Ranger Construction Industries, Inc., a Florida Corporation (the "Corporation"), do hereby consent and subscribe to the following resolution, in lieu of holding a formal special meeting, pursuant to the terms of Florida Statutes 607.0704.

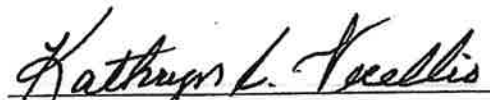
WHEREAS, it is deemed to be in the best interest of the Corporation that the Board of Directors elect Frank Scott Fowler, as Vice President of Operations for the Central Florida Area effective October 22, 2012.

RESOLVED, effective October 22, 2012, Frank Scott Fowler be elected Vice President of Operations for the Central Florida Area; and be it further

RESOLVED, that effective October 22nd, 2012, Frank Scott Fowler, as Vice President of the Corporation, be authorized to sign any bid documents, contracts, leases and other documents considered to be "in the ordinary course" of this Corporation's business. This authorization does not include "major decisions" including, but not limited to, potential business acquisitions or dispositions greater than \$3 million, major restructurings, distributions greater than \$1 million, windups, mergers, liquidations, the sale of a portion of the business, or any other decision other than "in the ordinary course."

IN WITNESS WHEREOF, the undersigned hereby executes this written consent as of October 22, 2012.


Leo A. Vecellio, Jr., Director


Kathryn C. Vecellio, Director


Christopher S. Vecellio, Director


Michael A. Vecellio, Director

BOND DEPARTMENT
PUBLIC WORKS BOND
IN COMPLIANCE WITH FLORIDA STATUTES 255.05 (1) (a)

Bond No. 106129450

Contractor Name Ranger Construction Industries, Inc.

Contractor Address 1200 Elboc Way, Winter Garden, FL 34787

Contractor Phone No. 407-656-9255

Surety Company Travelers Casualty and Surety Company of America

Surety Address One Tower Square, 5PB, Hartford, CT 06183

Surety Phone No. 800-242-8734

Owner Name Brevard County, Board of County Commissioners

Owner Address 2725 Fran Jameison Way, Viera, FL 32940

Owner Phone Number 321-617-7202

Obligee Name
(If contracting entity is different from the owner, the contracting public entity)

Obligee Address

Obligee Phone No.

Contract No. (If Applicable)

Project Name St. Johns Heritage Parkway Southern Segment

Project Location Palm Bay, Florida/Brevard County

Legal Description and Street Address
See Project Name and Location

Description of Work
Construction of Roadway

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that
May be preprinted thereon.

SECTION VI

PUBLIC CONSTRUCTION PAYMENT BOND

BY THIS BOND, We Ranger Construction Industries, Inc., as Principal and Travelers Casualty and Surety Company of America, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of Twelve Million Two Hundred Eighty-Eight Thousand Dollars and 00 Cents (\$ 12,288,941.00) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract dated _____, 2014, between Principal and Owner for construction of the ST. JOHNS HERITAGE PARKWAY SOUTHERN SEGMENT, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because

of a default by Principal under the contract, then this bond is void; otherwise it remains in full force.

3. Any modifications in or under the contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond.

Signed and sealed this 16th day of December, 2014.

Witness:

Stacy L. Balboa

Ranger Construction Industries, Inc.

(Principal)

(Seal)

Its:

Scott Fowler
(Title) Scott Fowler, Vice President

Witness:

Stacy L. Balboa

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

Its:

William Phelps
(Title) William Phelps, Attorney-in-Fact and FL Resident Agent

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Douglas Blawing certify that I am the Secretary of the Corporation named as Principal in the within bond; that Scott Fowler who signed the said bond on behalf of the Principal, was then Vice President of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Douglas Blawing (Seal)
Secretary

STATE OF FLORIDA)

ss

COUNTY OF Orange)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared William Phelps to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the Travelers Casualty and Surety Company of America and that said individual has been authorized by Travelers Casualty and Surety Company of America to execute the foregoing bond on behalf of the Contractor named therein in favor of Brevard County, Florida.

Subscribed and sworn to before me this 16th day of December, 2014, A.D.

(Attach Power of Attorney)

Stacy L. Barber
Notary Public
State of Florida-at-Large

My Commission Expires: 4/19/16
My Commission Number is: EE154184





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215719

Certificate No. 006025967

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William Phelps

of the City of Melbourne, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of August, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 19th day of August, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of DECEMBER, 2014.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

PUBLIC CONSTRUCTION PERFORMANCE BOND

BY THIS BOND, We Ranger Construction Industries, Inc., as Principal and Travelers Casualty and Surety Company of America, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of

Twelve Million Two Hundred Eighty-Eight Thousand Dollars and 00 Cents

(\$ 12,288,941.00), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

- 1. Performs promptly, completely and faithfully the contract dated _____, 2014, between Principal and Owner for construction of the ST. JOHNS HERITAGE PARKWAY SOUTHERN SEGMENT, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract including the delivery, execution and performance of any warranty work required by the contract; and**
- 2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and**
- 3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.**

Any modifications in or under the contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond.

Signed and sealed this 16th day of December, 2014.

Witness:

Stacy L Barber

Ranger Construction Industries, Inc.
(Principal) _____ (Seal)
Its: [Signature]
(Title) Scott Fowler, Vice President

Witness:

Stacy L Barber

Travelers Casualty and Surety Company of America
(Surety) _____ (Seal)
Its: [Signature]
(Title) William Phelps, Attorney-In-Fact and FL Resident Agent



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215719

Certificate No. 006025968

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William Phelps

of the City of Melbourne, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of August, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 19th day of August, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16TH day of DECEMBER, 20 14

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.