

AMENDMENT NO. 1 / FIRST EXTENSION TO THE
AGREEMENT FOR ROUTINE BRIDGE MAINTENANCE REPAIRS

THIS ADDENDUM entered into this 16th day of March, 2016 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **Proshot Concrete, Inc.**, 4158 Musgrove Drive, Florence, Alabama 35630, hereinafter referred to as "Contractor", each of which may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, the parties entered into an Agreement dated April 27, 2015 for Routine Bridge Maintenance Repairs, piggybacking off of an Agreement with the Florida Department of Transportation (FDOT), Contract No. E2S40-R0; and

WHEREAS, the original agreement provided for an initial term beginning the date of execution and ending February 1, 2016, with an option to renew annually upon written agreement by both parties; and


WHEREAS, FDOT executed the 1st renewal agreement, dated January 27, 2016, for this piggyback agreement, which extended the agreement for a period beginning March 3, 2016 and ending March 2, 2017; and

WHEREAS, the parties desire to amend and extend said Agreement.

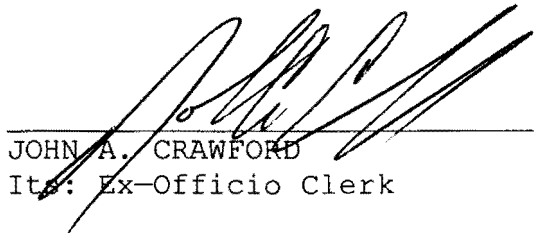
NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. In accordance with the Piggyback agreement for Routine Bridge Maintenance Repairs, the term of this agreement is hereby extended for an additional one (1) year beginning March 3, 2016 and ending March 2, 2017.
2. All other provisions of said Agreement not in conflict with this Addendum shall remain in full force and effect.
3. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


WALTER J. BONTRIGHT
Its: Chairman

ATTEST TO CHAIRMAN'S SIGNATURE

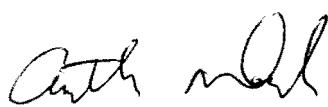

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
03-18-16

Approved as to form and legality by the
Nassau County Attorney:


MICHAEL S. MULLIN

PROSHOT CONCRETE, INC.


By: Anthony McDougle
Its: President

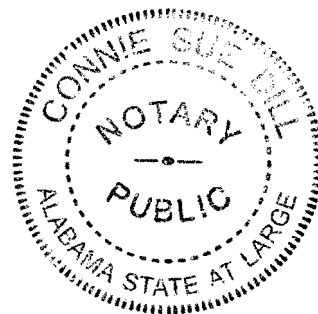
STATE OF Alabama
COUNTY OF Lauderdale

Before me personally appeared,
Anthony McDougle, who is personally known X or
produced _____ as identification, known
to be the person described in and who executed the foregoing
instrument, and acknowledged to and before me that he/she
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 10th day of
February, 2016.


Notary Signature Connie Sue Dill

Notary-Public-State of Alabama at large
My Commission expires: 8/1/18



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: E2S40 Renewal: (1st, 2nd, etc.) 1st
Financial Project No(s): 41022127246, 4102217227
County(ies): District-wide

This Agreement made and entered into this 27th day of January, 2016, by and between the State of Florida Department of Transportation, hereinafter called "Department", and Proshot Concrete, Inc. hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 2nd day of February, 2015 entered into an Agreement whereby the Department retained the Contractor to perform Furnish the necessary labor, materials, maintenance of traffic, and equipment to properly and thoroughly perform routine bridge maintenance repairs to various structures in the 18 Counties comprising District Two.

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 3rd day of March, 2016 and ending the 2nd day of March, 2017 at a cost of \$ 1,003,135.00

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

Proshot Concrete, Inc.

Name of Contractor

Anthony McDougle, President

Contractor Name and Title

BY: Anthony McDougle
Authorized Signature

U.S. Specialty Insurance Company

Name of Surety

Los Angeles

California

City

State

By: Mark D. Pichowski

Florida Licensed Insurance Agent or Attorney-in-Fact (Signature) Mark D. Pichowski, Attorney-In-Fact and Agent
Date 1/6/16

Countersigned:

Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

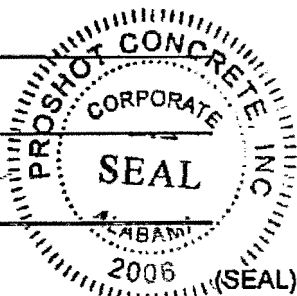
BY: [Signature] 1/27/2016
District Secretary or Designee (Signature)

Title: Director of Operations

Legal: Melvin K. Goodwell 1-25-16

Fiscal:

Approval as to Availability of Funds



CONTRACT BOND
Bond No. 1001059892**KNOW ALL MEN BY THESE PRESENTS:** That we, Proshot Concrete, Inc.(Entity Name) having its principal place of business at 4158 Musgrove Drive, Florence, Alabama 35631
256-764-5941 (Bidding Office Street Address, City, State, Zip and Phone #)(hereinafter called Principal or Contractor) and U.S. Specialty Insurance Company
hereinafter called Surety), duly authorized to do business in the State of Florida, pursuant to the laws of the State of Florida, having its principal place of business at Los Angeles, CA 90017(City, State, Zip) are held and firmly bound unto the State of Florida, in the full and just sum ofOne Million Three Thousand One Hundred Thirty-Five Dollars and No CentsDOLLARS (\$1003135.00), lawful money of the United States of America, to be paid to the Florida Department of Transportation, to which payment well and truly be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents; WHEREAS, the above-bound Principal has subscribed to a contract with the State of Florida Department of Transportation (hereinafter called the Department), for constructing or otherwise improving a road(s), bridge(s), and building(s)Furnish the necessary labor, materials, maintenance of traffic, and equipment to properly and thoroughly perform routine bridge maintenance repairs to various structures in the 18 Counties comprising District Two.in District-wide County(ies),
particularly known as Federal Aid Project No(s): N/AFinancial Project No(s) 41022127246, 4102217227 Contract No. E2S40-R1

(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and WHEREAS, it was one of the conditions of the Contract that these presents shall be executed; NOW, THEREFORE, the conditions of this obligation are such that if the above-bound Principal in all respects shall comply with Section 337.18(1), Florida Statutes, and shall promptly, faithfully, efficiently, and fully perform the Contract according to plans and specifications as therein referred to and made a part thereof, and any alterations as may be made in said plans and specifications as provided for therein, and within the time period specified, and further, shall remedy any errors in partial or final estimates and any defects which may exist, appear, occur or result in or from said work within a period of two (2) years from the date of final acceptance of the work under the Contract and further if the Contractor shall promptly make payment to all persons furnishing labor, material, equipment, and supplies, and all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract (See Section 337.18(1) (a)-(f), F.S., for specific "claim" notice and time limitation requirements), and shall promptly pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the Contract, and shall be liable to the State in a civil action instituted by the Department or any officer of the State authorized in such cases for double any amount in money or property the State may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act, if any, of the Contractor, its agents, and employees, and should the Contractor not be declared to be in default under the Contract then the bond shall be deemed void. In the event of default by the Contractor, the Surety shall pay the Department in addition to the above obligations, all liquidated damages and disincentives assessed against the Contractor because of the default which were not withheld from Contract proceeds and if the Department at its sole option demands that the Surety take over the project and provided further that should the Department elect to have the Surety to take over the project, then in such event, the Surety may not select the Contractor or any affiliate of the Contractor to complete the project for and on behalf of the Surety without the Department's express written consent and, finally, if the subject Contract required contractor qualification, under Section 337.14, Florida Statutes, or otherwise, the Surety must use a qualified contractor, who is approved by the Department, to perform the work. It is further covenanted and agreed that any alterations or additions made under this Contract or in the work to be performed therein or the granting of any extension of time for the performance of the Contract or any other forbearance by or on the part of either the Department or the Principal shall not in any way release the Principal and the Surety or either of them, their respective heirs, executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extension, or forbearance is hereby specifically waived. Under this bond, the surety, pursuant to Section 337.11(9)(a), F.S. shall be fully liable under such surety bond to the full extent of any modified contract amount up to and including 25 percent over the original contract amount and without regard to the fact that the surety was not aware of or did not approve such modifications. However, if modifications of the original contract amount cumulatively result in modifications of the contract amount in excess of 25 percent of the

original contract amount, the surety's approval shall be required to bind the surety under the bond on that portion in excess of 25 percent of the original contract amount. This obligation shall remain in full force and effect until the full performance of all covenants, terms, and conditions herein stipulated. Failure by the Surety to perform its obligations under the terms of this bond may result in the Surety being disqualified from issuing bonds for future Department contracts.

WITNESS the signature of the principal (Contractor) and the signature of the Surety by Mark D. Pichowski its Attorney-In-Fact (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed this 6 day of January, 2016.

Complete the following as appropriate

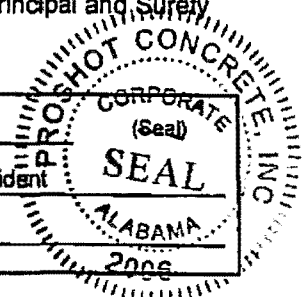
Entity Name: Proshot Concrete, Inc.

Authorized Signature: *Anthony M. McDougale*

Name & Title (Print): Anthony McDougale, President

*Signature: _____

Name & Title (Print): _____



*In the event of a Partnership both signature and printed name of 2 partners must be affixed.

Organized and existing under the laws of the State of California and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

Countersigned: _____
Florida Licensed Insurance Agent

U.S Specialty Insurance Company
Surety Company Name (Print)

Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):

By: *[Signature]*
Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)

Name: Roger Bouchard Insurance

Above Signatory is also a Florida Licensed Insurance Agent (check if applicable and complete business name, address and telephone number block; if not, have such an agent countersign and complete block)

Business Address: P.O. Box 6090 Clearwater, FL 33758

Telephone: 727-447-6481

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.

Contractor shall record this bond in the official records of the Clerk of Court of the county where the Improvement is located prior to commencing the work in accordance with Section 337.18(1)(b), Florida Statutes.

Send "Notices to Owner" to:

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Mark D. Pichowski, Todd George or Nancy Sheinberg of Clearwater, Florida

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Twenty Five Million***** Dollars (\$ **25,000,000.00**). This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Companies at Los Angeles, California this 10 day of January, 2016

Corporate Seals



Bond No. 1001059892
Agency No. 11668

[Signature]
Michael Chalekson, Assistant Secretary

TO: MT210SB@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT E2S40

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #E2S40 Contract Type: EM Method of Procurement: X
Vendor Name: PROSHOT CONCRETE
Vendor ID: VF205269497004
Beginning date of this Agmt: 03/03/15
Ending date of this Agmt: 03/02/16
Contract Total/Budgetary Ceiling: ct = 3659405.00

Description:
Bridge Maintenance

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(69)/STATUS

Action: RENEWAL Funds have been: APPROVED

55 024040210 *A1 *242059 * 501567.50 *41022127246 *825 *
2016 *55150200 *088712/16
L001 *00 *1 *0009/04

Action: RENEWAL Funds have been: APPROVED

55 024040210 *A1 *242059 * 501567.50 *41022117227 *825 *
2016 *55150200 *088712/16
L001 *01 *1 *0010/04

TOTAL AMOUNT: *\$ 1,003,135.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 01/22/2016