# CONTRACT (PAID BY SUBSEQUENT PURCHASE ORDERS) BETWEEN THE CITY OF JACKSONVILLE AND UNITED SERVICE CONNECTION, INC. FOR

#### CONCRETE MAINTENANCE & CONSTRUCTION - WEST AREA

THIS CONTRACT is executed as of this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter sometimes the "Owner" or the "City"), and UNITED SERVICE CONNECTION, INC. (hereinafter the "Contractor"), with principal address at 8638 Philips Highway, Suite #7, Jacksonville, Florida 32256, for concrete maintenance and construction in the West Area (the "Project").

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

- 1. That Contractor is the lowest and best responsible bidder for furnishing all labor, equipment, and materials and performing all operations necessary for a safe and complete sidewalk system and positive drainage in the West Area, including but not limited to the maintenance and construction of concrete sidewalks, curbs, curbs and gutters, driveways, roadways, minor storm sewers, and ancillary items, all in accordance with plans and specifications hereinafter referred to, and has been awarded this Contract for said work pursuant to award made August 27, 2015.
- 2. Contractor will, at its own cost and expense, do the work required to be done on said Project and, if asked by the City, furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by the Right of Way and Stormwater Maintenance

Division of the City of Jacksonville Department of Public Works entitled Specifications for Concrete Maintenance and Construction (North, South and West Areas), City of Jacksonville Bid Number CS-0002-16, Bid Date August 19, 2015, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of said Contractor, and award therefor (hereinafter collectively the "Contract Documents"), now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are hereby specifically made a part hereof and incorporated herein by this reference to the same extent as if fully set out herein, for a total amount not-to-exceed ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) for the Project, at and for the prices and on the terms contained in the Contract Documents; provided however, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase orders are issued.

- On the faithful performance of this Contract by the Contractor, the Owner will pay the
   Contractor in accordance with the terms and on the conditions stated in the Contract Documents.
- 4. The period of service of this Contract will commence on October 1, 2015, and continue in full force and effect until September 30, 2016, unless earlier terminated as provided in the Contract Documents.
- 5. This Contract may be renewed for up to four (4) periods of one (1) year each in the sole discretion of the Owner. Such renewal will be on terms and conditions that are mutually acceptable to both parties.

- 6. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.
- 7. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.
- 8. In the event this Contract meets the statutory threshold, Contractor has certified that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135, F.S., Contractor agrees that Owner may terminate this Contract immediately without penalty if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in duplicate the day and year first above written.

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CITY OF JACKSONVILLE, FLORIDA

James R. McCain, Jr. Corporation Secretary Lenny Curry, Mayor

Sam Q.W.D.E.R

Chief Administrative Officer For: Mayor Lenny Curry Under Authority of:

Executive Order No. 2015-05

WITNESS:

UNITED SERVICE CONNECTION, INC.

IMMY L. SETZEY

Type/Print Name

Title

JENNIEDS C

<u>DNNIPPR S. SET</u> Type/Print Name

Title

CONTRACTOR

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

Encumbrance and funding information for internal City use:

Account......PWCP31OSD541-06505-PW0360-01

Amount......\$1,000,000.00

This above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Orders are issued.

In accordance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequent purchase orders, as specified in said Contract.

Director of Finance City Contract # 8877-/

Approved as to form:

Pfice of General Counsel

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

## CONTRACT NUMBER 8877-17 (Contract Number to be inserted by the City of Jacksonville)

## PERFORMANCE BOND NUMBER $\_^{3231613}$

### REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:
Name: United Service Connection. Inc.
Principal Business Address: 8638 Philips Highway, Suite #7, Jacksonville, Florida 32256
Telephone: 904-838-1015
As to the Surety:
Name: Bankers Insurance Company
Principal Business Address: 11101 Roosevelt Blvd North, St. Petersburg, Florida 33716
Геlephone: <u>(72</u> 7-803-4182
As to the Owner of the Property/Contracting Public Entity:
Name: The City of Jacksonville, Florida (c/o Public Works Department)
Principal Business Address: 609 St. Johns Bluff Road North, Jacksonville, Florida 32202
Telephone: (904) 998-5396
Description of Project including address and description of improvements: <u>furnishing</u> , not by way of limitation, all labor, materials, and equipment, and performing all operations necessary
or the maintenance and construction of various inanimate structures and features along with all appurtenant work necessary to complete a hardscape at designated locations within the city limits
of Jacksonville. Florida, and all other related work shown on construction plans and described in the Scope of Work.

## CONTRACT NUMBER 8877-17

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

## PERFORMANCE BOND REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:
Name: United Service Connection, Inc.
Principal Business Address: 8638 Philips Highway, Suite #7, Jacksonville, Florida 32256
Telephone: 904-838-1015
As to the Surety:
Name: Bankers Insurance Company
Principal Business Address: 11101 Roosevelt Blvd N, St. Petersburg, Florida 33716
Telephone:( ) 727-803-4182
As to the Owner of the Property/Contracting Public Entity:
Name: The City of Jacksonville, Florida (c/o Public Works Department)
Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202
Telephone: (904) 255-7575

Description of Project including address and description of improvements: <u>furnishing all labor</u>, <u>equipment</u>, and <u>materials</u>, and <u>performing all operations necessary for a safe and complete sidewalk system and positive drainage in the West Area, including but not limited to the maintenance and construction of concrete sidewalks, curbs, curbs and gutters, driveways, roadways, <u>minor storm sewers</u>, and <u>ancillary items</u>.</u>

#### CITY OF JACKSONVILLE, FLORIDA

Bond Number 3231612

## PERFORMANCE BOND REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that UNITED SERVICE CONNECTION, INC., as Principal, (hereinafter the "Contractor"), and Bankers Insurance Company, a corporation organized and existing under the laws of the State of Florida 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 THREE HUNDRED THOUSAND AND 00/100 USD (\$300,000.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, and firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 2811-(to be inserted by the City) (hereinafter the "Contract"), effective as of the 1st day of October, 2015, for furnishing all labor, equipment, and materials, and performing all operations necessary for a safe and complete sidewalk system and positive drainage in the West Area, including but not limited to the maintenance and construction of concrete sidewalks, curbs, curbs and gutters, driveways, roadways, minor storm sewers, and ancillary items, all in strict accordance with plans and specifications and other contract documents prepared by the Right of Way and Stormwater Maintenance Division of the City of Jacksonville Department of Public Works, Bid No. CS-0002-16, Bid Date August 19, 2015, entitled Specifications for Concrete Maintenance and Construction (North, South and West Areas), 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 conditions of this obligation are 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, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

**PROVIDED**, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

**PROVIDED further**, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days 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

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.

(3)

thereof

PROVIDED further, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent default, intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site, including but not limited to the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for Notwithstanding the provisions of the Contract, the term of this bond shall apply from October 1, 2015 until September 30, 2016, and may be extended by the Surety by Continuation Certificate, however, neither non-renewal by the Surety nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under

this bond and all continuation certificates issued in connection therewith shall not be cumulative and sall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements

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.

SIGNED AND SEALED this	day of NOV , 2015.
ATTEST	UNITED SERVICE CONNECTION, INC.
Signature Signature  Signature  SETZEY?  Type/Print Name	Jennifer Setzer Type/Print Name
Title	President Title AS PRINCIPAL
Signed, Sealed and Delivered in the Presence of:	
Robulut Collis	By Cecel A Hays  Its Attorney-in-Fact
•	AS SURETY
	Name of Agent: Carol A Hopson
	Address: 1163 Natures Hammock Rd. N.
	St. Petersburg, Florida 33716

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

James RME

Form Approved:

CONTRACT NUMBER 8 17-17 (Contract Number to be inserted by the City of Jacksonville)

## PAYMENT BOND REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:
Name: United Service Connection, Inc.
Principal Business Address: 8638 Philips Highway, Suite #7, Jacksonville, Florida 32205
Telephone: 904-838-1015
As to the Surety:
Name: Bankers Insurance Company
Principal Business Address: 11101 Roosevelt Blvd N. St. Petersburg, Florida 33716
Telephone:() 727-803-4182
As to the Owner of the Property/Contracting Public Entity:
Name: The City of Jacksonville, Florida (c/o Public Works Department)
Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202
Telephone: (904) 255-7575

Description of Project including address and description of improvements: <u>furnishing all labor</u>, <u>equipment</u>, <u>and materials</u>, <u>and performing all operations necessary for a safe and complete sidewalk system and positive drainage in the West Area, including but not limited to the maintenance and construction of concrete sidewalks, curbs, curbs and gutters, driveways, roadways, <u>minor storm sewers</u>, and <u>ancillary items</u>.</u>

#### CITY OF JACKSONVILLE, FLORIDA

Bond Number 3231612

## PAYMENT BOND REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that UNITED SERVICE CONNECTION, INC. as Principal, (hereinafter the "Contractor"), and <a href="Bankers Insurance Company">Bankers Insurance Company</a>, a corporation organized and existing under the laws of the State of <a href="Florida">Florida</a> 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 THREE HUNDRED THOUSAND AND 00/100 USD (\$300,000.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, and firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 8877-17 (to be inserted by the City) (the "Contract"), effective as of the 1st day of October, 2015, for furnishing all labor, equipment, and materials, and performing all operations necessary for a safe and complete sidewalk system and positive drainage in the West Area, including but not limited to the maintenance and construction of concrete sidewalks, curbs, curbs and gutters, driveways, roadways, minor storm sewers, and ancillary items, all in strict accordance with plans and specifications and other contract documents prepared by the Right of Way and Stormwater Maintenance Division of the City of Jacksonville Department of Public Works, Bid No. CS-0002-15, Bid Date August 19, 2015, entitled Specifications for Concrete Maintenance and Construction (North, South and West Areas),

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 conditions of this Bond are such that if said Principal:

- (1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials, or supplies that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and
- (2) Defends, indemnifies, and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and
- (3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including those incurred in appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically, Section 255.05, Florida Statutes.

**PROVIDED**, no suit or action for labor, materials, or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides to each of them both of the proper

notices in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

**PROVIDED further**, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED further, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after the Principal's receipt of final payment (or the payment estimate containing the City'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 of 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 of or addition to the terms of the Contract or to the work or to the specifications.

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

SIGNED AND SEALED this	lay of, 2015.
Signature  Type/Print Name  Title	UNITED SERVICE CONNECTION, INC.  Signature  Jennifer Setzer  Type/Print Name  President  Title  AS PRINCIPAL
Signed, Sealed and Delivered in the Presence of:	
Kothleit Collins	Bankers Insurance Company  By:
	Address: 1163 Natures Hammock Rd. N.  St. Johns, Florida 32259
Form Approved:  Spring KMC Ca  Office of General Counsel	

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

#### Power of Attorney

#### Bankers Insurance Company

**KNOW ALL MEN BY THESE PRESENTS**, that **BANKERS INSURANCE COMPANY**, a corporation duly organized under the laws of the State of Florida, and having its principal office in the City of St. Petersburg, Pinellas County, Florida, does hereby nominate, constitute and appoint:

\* Carol A. Hopson \* of the City of St. Johns , Duval County, State of Florida , its true and lawful Attorney-in-fact, with full power and authority hereby conferred upon him/her to make, execute, seal and deliver for and on its behalf, as Surety, as its act and deed, any and all bonds, undertakings consent or Agreement not exceeding the sum of Three Million and xx/100 Dollars-----\$3,000,000.00 which this Company may be authorized to write. This Power of Attorney is granted and is signed and sealed under and by the authority of the following resolutions adopted by the Board of Directors of Bankers Insurance Company, and now in force to-wit: BE IT RESOLVED, that the Chairman of the Board, President and any Vice President of the Corporation are hereby authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the Corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the Corporation are hereby authorized to attest the execution of any such Power of Attorney. BE IT FURTHER RESOLVED, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, any and such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed in the future with respect to any bond, undertaking or contract of suretyship to which it is attached. IN WITNESS WHEREOF, Bankers Insurance Company has caused these presents to be executed by their duly authorized officers as of this 4th day of April, 2013. BANKERS INSÚRANCE COMPANY ATTEST: Ian Barber, Assistant Secretary Wilbur L. Martin IV. President STATE OF FLORIDA COUNTY OF PINELLAS ) The foregoing instrument was acknowledged before me \_\_4th\_ day of April, 2013 by Wilbur L. Martin IV and Ian Barber, as President and Assistant Secretary, respectively, of Bankers Insurance Company, a Florida corporation, on behalf of the corporation. Personally known X OR Produced Identification - Type of Identification Provided\_ (SEAL) I, the undersigned, Assistant Secretary of Bankers Insurance Company do hereby certify that the original Power of Attorney, of which the foregoing is a full, true and correct copy, is in full force and effect. IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affix the corporate seal of the Corporation this 2 day of <u>NOV</u> , 20<u>15</u>

Ian Barber, Assistant Secretary

(SEAL)

OP ID: ED

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/23/2015

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 GHG Insurance A Division of Sihle Ins Group 751 Oak St. Suite 100 Jacksonville, FL 32204 Tim Gaskin		CONTACT Edra Waller PHONE (A/C, No, Ext): 904-421-8612  FAX (A/C, No, Ext): 904-421-8601					
							E-MAIL ADDRESS: ewaller@ghgins.com
		INSURER(S) AFFORDING COVERAGE					
		INSURER A: Westfield Insurance Group	24112				
		INSURED	United Service Connection Inc. 8638 Philips Hwy Suite7 Jacksonville, FL 32256	INSURER B : FFVA Mutual Ins Co	10385		
INSURER C: Underwriters at Lloyd's Londo							
INSURER D:							
	INSURER E:						
		INSURER F:					

COVERAGES

CERTIFICATE 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	ADDLISU	BRI POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	<u>-</u>	
2111	GENERAL LIABILITY	I I I		, initial distriction	(mmp Diff ())	EACH OCCURRENCE	5	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY		CWP4295129	03/22/2015	03/22/2016	DAMAGE TO RENTED PREMISES (Es occurrence)	\$	100,000
	CLAIMS-MADE X OCCUR			·		MED EXP (Any one person)	\$	5,000
					:	PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	s	2,000,000
	X POLICY PRO-						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	S	1,000,000
Α	X ANY AUTO		CWP4295129	03/22/2015	03/22/2016	BODILY INJURY (Per person)	5	
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	s	
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	5	
							\$	
- [	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	5	
- 1	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
	DED RETENTIONS						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATU- OTH-		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	WC84000236232015A	01/05/2015	01/05/2016	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	"'^				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
C	Poliution Liab.		PGIARK01472903	10/17/2014	10/17/2015	Occurrenc		1,000,000
						Aggregate		2,000,000
		<u> </u>						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
City of Jacksonville is additional insured as respects General Liability per
form CG2037 0413 and Pollution Liability per form RHIC6227 01 08 when
required by written contract or agreement. A Waiver of Subrogation applies
in favor of the City of Jacksonville on the General Liability and Pollution
Liability policies.

CERTIFICATE HOLDER	CANCELLATION
City of Jacksonville Public Works Department	CITYJA1  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Right of Way & Grounds Mainten 609 St. Johns Bluff Rd. N. Jacksonville, FL 33225	authorized representative  ai S. Pai

SUBJECT: CONCRETE MAINTENANCE AND CONSTRUCTION(N, S AND WEST)

BID# CS-0002-16

OPEN DATE: 2015-08-19

#### GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

CONSTRUCTION SERVICE- PERIOD OF SERVICE FROM OCT. 1, 2015 THRU SEPT. 30, 2016, WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY:

**ROW & GROUNDS** 

BASIS OF AWARD: LOWEST RESPONSIVE, RESPONSIBLE BIDDER- JSEB PRIME FOR THE AREA

SUBMITTED, SECOND (JSEB OR NON-JSEB)

NUMBER OF BIDS INVITED

8 NUMBER RECEIVED

10 OTHER

0

FORM GB-108, Revised 12/2007

#### SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval of award to the following vendors for each area awarded: North Area- Jax Utilities Mangement, Inc., in the amount of \$1,000,000.00; South Area- Kaelyns Enterprises, Inc., in the amount of \$1,000,000.00, and West Area-United Services Connection, Inc., in the amount of \$1,000,000.00. Total award amount not-to-exceed \$3,000,000.00. Period of Service will be from October 1, 2015 through September 30, 2016, with four (4) one (1) year renewal options.

Funding for this award to be encumbered by account: PWCP31OSD541-06505-PW0360-01 to be executed by formal contract through Office of General Counsel and processed via individual Purchase Order(s).

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2015. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event the funds are appropriated.

Attachments: Recommendation Memo, Bid Tabulation Sheet, JSEB Letter, Basis of Award, Scope of Work

RESPECTFULLY SUBMITTED: BUYER: GREGORY PÉASE, CHIEF MARILYN LÄIDLER PROCUREMENT DIVISION Steve D. Long, P.E., Chief, Right of Way and Stormwater Maintenance Division (ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS) ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE MEMBERS APPROVING MEMBERS DISAPPROVING DATE: こ OTHER: ION OF AWARDING HORITY DATE: DISAPPROVED Sam E. Mousa Chief Administrative Officer OTHER For: Mayor Lenny Curry Under Authority of: SIGNATURE OF AUTHENTICATION Executive Order No. 2015-05