

10087

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
C & L LANDSCAPE, INC.
FOR
ST. JOHNS RIVER BULKHEAD REPLACEMENT – PHASE I**

THIS CONTRACT is executed as of this 25 day of Feb., 2015, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida (hereinafter sometimes the “Owner” or the “City”), and C & L LANDSCAPE, INC., a Florida profit corporation with principal office at 1601 East Duval Street, Jacksonville, Florida 32202 (hereinafter the “Contractor”).

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, materials, and equipment and performing all operations necessary for renovations to existing bulkheads at 10 locations along the St. Johns River, together with all other associated work, all in accordance with plans and specifications hereinafter referred to, and has been awarded this Contract for said work pursuant to award made December 4, 2014.

2. The Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said work in accordance with plans and specifications prepared by the Engineering Division of the City of Jacksonville’s Public Works Department, bid numbered CP-0022-15, bid date October 29, 2014, designated as “Bid Specifications for St. Johns River Bulkhead Replacement – Phase I,” 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 by reference to the same extent as if fully set out herein, for a total maximum indebtedness not-to-exceed SEVEN HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED FORTY-FIVE

AND 54/100 DOLLARS (\$758,545.54), at and for the prices and on the terms contained in the Contract Documents.

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

4. This Contract and all amendments thereto may be executed in several counterparts, each of which shall be deemed to be an original and all of such counterparts together shall constitute one and the same instrument.

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

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

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By James R. McCain, Jr.
Corporation Secretary



Alvin Brown
Alvin Brown, Mayor
Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

In accordance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Redden
Director of Finance

10087
RW

Form Approved:

James R. McCain, Jr.
Office of General Counsel

ATTEST:

C & L LANDSCAPE, INC.

Leslie Smith
Signature

Leslie Smith
Type/Print Name

Vice-President
Title

Tana Hamburger
Signature

Tana Hamburger
Type/Print Name

President
Title

CONTRACTOR

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

CONTRACT NUMBER 10087
(Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND NUMBER _____

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: C & L Landscape, Inc.

Principal Business Address: 1601 East Duval Street, Jacksonville, Florida 32202

Telephone: 904-353-6620

As to the Surety:

Name: _____

Principal Business Address: _____

Telephone: _____

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: furnishing, not by way of limitation, all labor, materials, and equipment, and performing all operations necessary for renovations to existing bulkheads at 10 locations along the St. Johns River, and all other related work shown on construction plans and described in the Scope of Work.

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CONTRACT NUMBER 10087
(Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND NUMBER 3223230

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: C & L Landscape, Inc.

Principal Business Address: 1601 East Duval Street, Jacksonville, Florida 32202

Telephone: 904-353-6620

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: furnishing, not by way of limitation, all labor, materials, and equipment, and performing all operations necessary for renovations to existing bulkheads at 10 locations along the St. Johns River, and all other related work shown on construction plans and described in the Scope of Work.

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CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND 3223230

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that C & L LANDSCAPE, 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 called "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 SEVEN HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED FORTY-FIVE AND 54/100 DOLLARS (\$758,545.54), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 10087 (to be inserted by the City) (the "Contract"), dated as of the 25 day of Feb., 2011, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for renovations to existing bulkheads at 10 locations along the St. Johns River, and all other related work shown on construction plans and described in the Scope of Work, all in accordance with plans and specifications entitled *Bid Specifications for St. Johns River Bulkhead Replacement - Phase I* for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by the Engineering Division of Jacksonville's Department of Public Works, bid numbered CP-0022-15, bid date October 29, 2014, 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
- (3) Within a reasonable time, but in no event later than thirty (30) days after City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine

any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

SIGNED AND SEALED this 25 day of Feb., 2015.

ATTEST:

[Signature]
Signature
Leslie Smith
Type/Print Name
Vice President
Title

C & L Landscape, Inc.
[Signature]
Signature
Tana Hamburger
Type/Print Name
President
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

[Signature]

Bankers Insurance Company
By [Signature]
Its Attorney-in-Fact

AS SURETY

Name of Agent: C & D Insurance & Bonds, Inc Carol A Hopson

Address: 1163 Natures Hammock Rd. N.

St. Johns, Florida 32259

904-230-1140 Fax 904-230-1399

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

Form Approved:

[Signature]
Office of General Counsel

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CONTRACT NUMBER 10087
(Contract Number to be inserted by the City of Jacksonville)

PAYMENT BOND NUMBER 3223230

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: C & L Landscape, Inc.

Principal Business Address: 1601 East Duval Street, Jacksonville, Florida 32202

Telephone: 904-353-6620

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: furnishing, not by way of limitation, all labor, materials, and equipment, and performing all operations necessary for renovations to existing bulkheads at 10 locations along the St. Johns River, and all other related work shown on construction plans and described in the Scope of Work.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.**CITY OF JACKSONVILLE, FLORIDA****PAYMENT BOND 3223230****REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

KNOW ALL MEN BY THESE PRESENTS, that C & L LANDSCAPE, 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 called "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter called "City"), in the sum of SEVEN HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED FORTY-FIVE AND 54/100 DOLLARS (\$758,545.54), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 10087 (to be inserted by the City) (the "Contract"), dated as of the 25 day of Feb., 2011, for furnishing, not by way of limitation, all labor, materials, and equipment, and performing all operations necessary for renovations to existing bulkheads at 10 locations along the St. Johns River, and all other related work on construction plans and described in the Scope of Work, all in accordance with plans and specifications entitled *Bid Specifications for St. Johns River Bulkhead Replacement Phase 1* for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by the Engineering Division of Jacksonville's Department of Public Works, bid numbered CP-0022-15, bid date October 29, 2014, 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 the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials, or supplies that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work and any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies, and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and

(3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including those incurred in appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials, or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides to each of them both of the proper notices, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

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

PROVIDED FURTHER, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after the Principals' receipt of final payment (or the payment estimate containing the owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

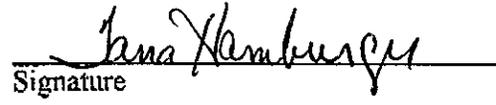
[Remainder of page left blank intentionally. Signature page follows immediately.]

SIGNED AND SEALED this 25 day of Feb., 2015.

ATTEST:

C & L LANDSCAPE, INC.


Signature


Signature

Leslie Smith
Type/Print Name

Tana Hamburger
Type/Print Name

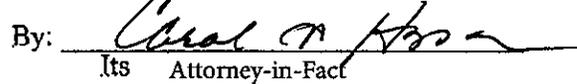
Vice President
Title

President
Title

Signed, Sealed and Delivered
in the Presence of:

Bankers Insurance Company



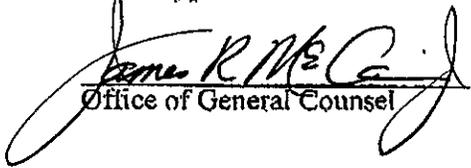
By: 
Its Attorney-in-Fact

AS SURETY

Name of Agent: C & D Insurance & Bonds, Inc. Carol A Hopson

Address: 1163 Natures Hammock Rd. N. St. Johns Florida 32269
904-230-1140 Fax 904-230-1399

Form Approved:


Office of General Counsel

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

Power of Attorney

3223230

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.

ATTEST:

I B L
Ian Barber, Assistant Secretary

BANKERS INSURANCE COMPANY
By: W L M
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 OR Produced Identification - Type of Identification Provided _____

(SEAL) 

Janet M Bell
(NOTARY PUBLIC)

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 25 day of Feb , 20 13

(SEAL)

I B L
Ian Barber, Assistant Secretary