CONTRACT BETWEEN THE CITY OF JACKSONVILLE AND CAPPS LAND MANAGEMENT, INC. FOR AVENUE "B" AND ZINNIA BOX CULVERT

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

- 1. That Contractor is the lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for installing a box culvert in the outfall ditch along Avenue "B" and Zinnia between Moncrief Road West and Edgewood Avenue (hereinafter the "Project"), including but not limited to drainage removal and replacement, sidewalk removal and replacement, fill and sod where needed, erosion control and pollution abatement, dewatering, maintenance of traffic, and all other related work as shown on the construction plans, all in accordance with plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made May 17, 2015.
- 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 Project in accordance with plans and

specifications prepared by Jacksonville's Department of Public Works, bid numbered CF-0112-15, bid date April 29, 2015, designated as *Avenue "B" & Zinnia Box Culvert Contract Documents and Specifications*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are by this reference specifically made a part hereof to the same extent as if fully set out herein, for a total amount not-to-exceed TWO MILLION FIVE HUNDRED EIGHT THOUSAND SEVEN HUNDRED FORTY-NINE AND 00/100 USD (\$2,508,749.00), at and for the prices and on the terms contained in the Contract Documents.

- 3. On Contractor's faithful performance of this Contract, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.
- 4. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.
- 5. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Owner has the absolute right to terminate this Contract without cause for convenience by giving the Contractor thirty (30) days' advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested, or by any other delivery method with evidence of receipt to the Contractor's representative who signed this Contract at the address specified in the Contract Documents.
- 6. This Contract and all amendments 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.

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

CITY OF JACKSONVILLE, FLORIDA

By James R. McCain, Jr. Corporation Secretary	By Alvin Brown OWNER	Mayor
Encumbrance & funding information is found of	n the next page. Fo Un	eveland Ferguson III puty Chief Administrative Officer r. Mayor Alvin Brown der Authority of: ecutive Order No. 2015-01
WITNESS:	CAPPS LAND MA	NAGEMENT, INC.
Jana Willis 5 Signature 11	Signature	ggr-
Type/Print Name	Edwin Can Type/Print N	nme
Title	Prusclen+ Title	
	CONTRAC	TOD

1

Form Approve

ATTEST:

ENCUMBRANCE & FUNDING INFORMATION:

Account No.	Amount
PWCP462SD-06505-PW0715-01	\$752,448.00
PWCP462SD-069505-PW0715-01	\$334,395.50
ERCD1A1-06801-PDC001-13-005301	\$850,000.00
PWCP462SD-069801-PW0715-01	<u>\$571,905.50</u>
	\$2,508,749.00

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.

Director of Finance
City Contract # 9392-04

Contract Encumbrance Data Sheet follows immediately.

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

CONTRACT NUMBER 9392-04 (Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND NUMBER SSB 0425497

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:
Name: Capps Land Management, Inc.
Principal Business Address: 8719 Beaver Street, 1. Jacksonville, Florida 32220
Telephone: 904-693-8644
As to the Surety:
Name: RLI Insurance Company
Principal Business Address: P.O.Box 3967 Peoria Illinois 61612
Telephone: (800) 645-2402
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, 10 th Floor, Jacksonville, Florida 32202
Telephone: (904) 255-8763
Description of Project including address and description of improvements: <u>furnishing, not by</u> way of limitation, all labor, materials, and equipment and performing all operations necessary for
West and Edgewood Avenue, including but not limited to drainage removal and replacement sidewalk removal and replacement, fill and sod where needed, erosion control and pollution
abatement, dewatering, maintenance of traffic, and all other related work described in the Scope of Work.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE. CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES Bond Number SSB 0425497

KNOW ALL MEN BY THESE PRESENTS, that CAPPS LAND MANAGEMENT, INC., as Principal (hereinafter the "Contractor"), and RLI Insurance Company ______, a corporation organized and existing under the laws of the State of ________ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of TWO MILLION FIVE HUNDRED EIGHT THOUSAND SEVEN HUNDRED FORTY-NINE AND 00/100 USD (\$2,508,749.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number <u>9892-04</u> (to be inserted by the City) (the "Contract"), dated as of the <u>22</u> day of <u>June</u>.

2015, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for installing a box culvert in the outfall ditch along Avenue "B" and Zinnia between Moncrief Road West and Edgewood Avenue (hereinafter the "Project"), including but not limited to drainage removal and replacement, sidewalk removal and replacement, fill and sod where needed, erosion control and pollution abatement, dewatering, maintenance of traffic, and all other related work as shown on the construction plans, all in strict

accordance with plans and specifications prepared by the City of Jacksonville's Department of Public Works, bid numbered CF-0112-15, bid date April 29, 2015, designated as *Avenue "B" & Zinnia Box Culvert Contract Documents and Specifications*, 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 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.

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

PROVIDED FURTHER, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site, including but not limited to the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

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

SIGNED AND SEALED this 22 day of June, 2015.

WITNESS:	CAPPS LAND MANAGEMENT, INC.
Signature Signature One Will's Type/Print Name	Signature Edwin Chaps Type/Print Name
Title	President Title
	AS PRINCIPAL
Signed, Sealed and Delivered in the Presence of:	
Kathleen H Collins Secretary	By Alek Of Haso a lits Carol A Hopson Attorney-in-Fact
	AS SURETY
	Name of Agent: 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:
Office of General Counsel

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

CONTRACT NUMBER 9392-04 (Contract Number to be inserted by the City of Jacksonville)

PAYMENT BOND NUMBER SSB_0425497

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

West and Edgewood Avenue, including but not limited to drainage removal and replacement, sidewalk removal and replacement, fill and sod where needed, erosion control and pollution abatement, dewatering, maintenance of traffic, 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 Bond Number SSB 0425497

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that CAPPS LAND MANAGEMENT, INC., as Principal (hereinafter the "Contractor") and RLI 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 TWO MILLION FIVE HUNDRED EIGHT THOUSAND SEVEN HUNDRED FORTY-NINE AND 00/100 USD (\$2,508,749.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 939-09 (to be inserted by the City) (the "Contract"), dated as of the 22-day of 2015, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for installing a box culvert in the outfall ditch along Avenue "B" and Zinnia between Moncrief Road West and Edgewood Avenue (hereinafter the "Project"), including but not limited to drainage removal and replacement, sidewalk removal and replacement, fill and sod where needed, erosion control and pollution abatement, dewatering, maintenance of traffic, and all other related work as shown on the construction plans, all in strict accordance with plans and specifications prepared by the City of Jacksonville's Department of

SIGNED AND SEALED this	day of, 2015.
WITNESS:	CAPPS LAND MANAGEMENT, INC.
Signature Signature Title	Signature Edwin Capps Type/Print Name President Title
	AS PRINCIPAL
Signed, Sealed and Delivered in the Presence of:	By: Attorney-in-Fact AS SURETY
	Name of Agent: 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:

Office of General Counsel



P.O. Box 3967 | Peoria, IL 61612-3967 Phone: (800)645-2402 | Fax: (309)689-2036 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.					
That RLI Insurance Company, an Illinois corporation, does hereby make Carol A. Hopson	e, constitute and appoint:				
in the City of <u>Jacksonville</u> , State of <u>Florida</u> power and authority hereby conferred, to sign, execute, acknowledge a bond.	its true and lawful Agent and Attorney in Fact, with full nd deliver for and on its behalf as Surety, the following described				
Any and all bonds, undertakings, and recognizances in an amoun any single obligation.	t not to exceed Ten Million Dollars (\$10,000,000) for				
The acknowledgment and execution of such bond by the said Attorney in executed and acknowledged by the regularly elected officers of this Comp					
The RLI Insurance Company further certifies that the following is a true of RLI Insurance Company, and now in force to-wit:	and exact copy of the Resolution adopted by the Board of Directors				
"All bonds, policies, undertakings, Powers of Attorney or other obligat the Company by the President, Secretary, any Assistant Secretary, To Board of Directors may authorize. The President, any Vice President, Attorneys in Fact or Agents who shall have authority to issue bond corporate seal is not necessary for the validity of any bonds, policie corporation. The signature of any such officer and the corporate seal may	reasurer, or any Vice President, or by such other officers as the Secretary, any Assistant Secretary, or the Treasurer may appoint ds, policies or undertakings in the name of the Company. The s, undertakings, Powers of Attorney or other obligations of the				
IN WITNESS WHEREOF, the RLI Insurance Company has caused the corporate seal affixed this <u>20th</u> day of <u>July</u> , <u>2010</u> .	se presents to be executed by its <u>Vice President</u> with its				
HANCE COMPANIES	RLI Insurance Company				
County of Peoria SS	By: Roy C. Die Vice President				
	CERTIFICATE				
On this 20th day of July, 2010, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be he voluntary act and deed of said corporation.	I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this day of				
By: Cherie L. Montgomery Notary Public	RLI Insurance Company				
"OFFICIAL SEAL" **NOTION** **PRIESE** CHERIE L. MONTGOMERY **PRIESE*** **COMMINISTRATE PROPERS 00/00/4/4	By: Vice President				
LINOS COMMISSION EXPIRES 02/02/12 09446540	30110 (A0059207				



CERTIFICATE OF LIABILITY INSURANCE

CAPPS-1 OP ID: RA

06/02/2015

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 Brown & Brown of Florida, Inc. Building 100, Suite 100 10151 Deerwood Park Blvd Jacksonville, FL 32256 Brenda Lewis-Lipscomb, CIC		CONTACT Cindy Schrope				
		PHONE (A/C, No, Ext): 904-565-1952 FAX (A/C, No	(o): 904-565-2440			
		E-MAIL ADDRESS: CSchrope@BBJax.com				
		INSURER(S) AFFORDING COVERAGE	NAIC #			
		INSURER A: Westfield Insurance Company	24112			
INSURED	Capps Land Management, Inc. 8719 West Beaver Street Jacksonville. FL 32220	INSURER B : Bridgefield Employers Ins. Co.	10701			
		INSURER C:				
	oucksonvine, i L ollilo	INSURER D :				
		INSURER E :				
		INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

1		COLONG AND CONDITIONS CT SOCT	ADDLISUBI	₹	POLICY EFF	POLICY EXP			
INSF LTR		TYPE OF INSURANCE	INSD WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	····
Α	Х	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR		TRA4210396	01/31/2015	01/31/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
							MED EXP (Any one person)	\$	10,000
	X	Blanket AI & WOS					PERSONAL & ADV INJURY	ŝ	1,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:						\$	
	AU1	TOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	X	ANY AUTO		TRA4210396	01/31/2015	01/31/2016	BODILY INJURY (Per person)	\$	
		ALLOWNED SCHEDULED AUTOS AUTOS		1000	## ### ### ### ### ### ### ### ### ###		BODILY INJURY (Per accident)	\$	
	Х	HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							PIP	\$	10,000
	Х	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	4,000,000
Α		EXCESS LIAB CLAIMS-MADE		TRA4210396	01/31/2015	01/31/2016	AGGREGATE	\$	4,000,000
		DED X RETENTION\$ 0						\$	
		RKERS COMPENSATION EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER		
В	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A	0830-39192	04/30/2015	04/30/2016	E.L. EACH ACCIDENT	\$	500,000
	(Man	idatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$	500,000
		s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	500,000
Α	Equ	ipment Floater		TRA4210396	01/31/2015	01/31/2016	Rental Eq		400,000
							Ded		2,500
				A					

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

CERTIFICATE HOLDER	CANCELLATION

JAX-001

City of Jacksonville C/O Public Works Department 214 N Hogan Street, 10th Floor Jacksonville, FL 32202 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brendo Lewis Lipscomb