

**CONTRACT
(PAID BY SUBSEQUENT PURCHASE ORDERS)
BETWEEN
THE CITY OF JACKSONVILLE
AND
KAELYN ENTERPRISES, INC.
FOR
CONCRETE MAINTENANCE & CONSTRUCTION – SOUTH AREA**

THIS CONTRACT is executed as of this 1st day of Oct, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter sometimes the AOwner@ or the ACity@), and KAELYN ENTERPRISES, INC. (hereinafter the AContractor@), with principal address at 2636 Palmdale Street, Jacksonville, Florida 32208, for concrete maintenance and construction in the South 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 South 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 AContract 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.

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. 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.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By *James R. McCain, Jr.*
James R. McCain, Jr.
Corporation Secretary

By *Lenny Curry*
Lenny Curry, Mayor

OWNER



Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

WITNESS:

KAELYN ENTERPRISES, INC.

Patricia A. Peterson
Signature
Patricia A. Peterson
Type/Print Name
Vice President
Title

Peggy Johnson
Signature
Peggy Johnson
Type/Print Name
President
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.

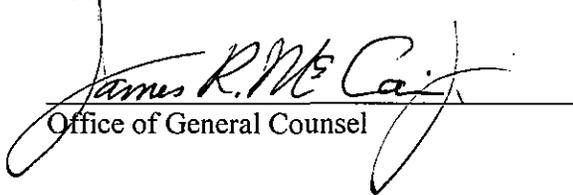
In accordance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be 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 # ~~9805-125~~
9803-01

Approved as to form:



Office of General Counsel

CONTRACT NUMBER 9803-01
(Contract Number to be inserted by the City of Jacksonville)

**PERFORMANCE BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

Bond 64255

As to the Contractor/Principal:

Name: Kaelyn Enterprises, Inc.

Principal Business Address: 2636 Palmdale Street, Jacksonville, Florida 32208

Telephone: (904)924-7477

As to the Surety:

Name: American Southern Insurance Company

Principal Business Address: 365 Northridge Road, Suite 400, Atlanta, GA 30350

Telephone: (904) 230-1324

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 all labor, equipment, and materials, and performing all operations necessary for a safe and complete sidewalk system and positive drainage in the South 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.

CITY OF JACKSONVILLE, FLORIDA

**PERFORMANCE BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

KNOW ALL MEN BY THESE PRESENTS, that KAELYN ENTERPRISES, INC., as Principal, (hereinafter the “Contractor”), and American Southern Insurance Company, a corporation organized and existing under the laws of the State of Kansas 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 9803-01 (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 South 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

- (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.

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 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 1st day of Oct, 2015.

ATTEST:

Patricia A. Peterson
Signature
Patricia A. Peterson
Type/Print Name
Vice President
Title

KAELYN ENTERPRISES, INC.

Peggy Johnson
Signature
Peggy Johnson
Type/Print Name
President
Title
AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

American Southern Insurance Company

By _____
Its Jason S. Centrella, Attorney-in-Fact

Jason S. Centrella
Florida Res. Agent #A300489
P.O. Box 600962
Jacksonville, FL 32260
904-230-1324

AS SURETY

Name of Agent: Jason S. Centrella

Address: PO Box 600962

Jacksonville, FL 32260-0962

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

Form Approved:

James R. McCain
Office of General Counsel

CONTRACT NUMBER 9803-01
(Contract Number to be inserted by the City of Jacksonville)

**PAYMENT BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

Bond 64255

As to the Contractor/Principal:

Name: Kaelyn Enterprises, Inc.

Principal Business Address: 2636 Palmdale Street, Jacksonville, Florida 32208

Telephone: (904)924-7477

As to the Surety:

Name: American Southern Insurance Company

Principal Business Address: 365 Northridge Road, Suite 400, Atlanta, GA 30350

Telephone: (904) 230-1324

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 all labor, equipment, and materials, and performing all operations necessary for a safe and complete sidewalk system and positive drainage in the South 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.

CITY OF JACKSONVILLE, FLORIDA

**PAYMENT BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

KNOW ALL MEN BY THESE PRESENTS, that KAELYN ENTERPRISES, INC. as Principal, (hereinafter the “Contractor”), and American Southern Insurance Company, a corporation organized and existing under the laws of the State of Kansas 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 9803-01 (*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 South 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.]

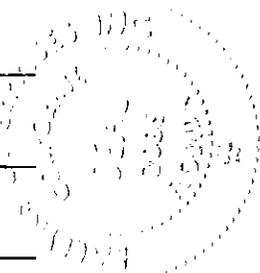
SIGNED AND SEALED this 1st day of Oct, 2015.

ATTEST:

Patricia A. Peterson
Signature
Patricia A. Peterson
Type/Print Name
Vice President
Title

KAELYN ENTERPRISES, INC.

Peggy Johnson
Signature
Peggy Johnson
Type/Print Name
President
Title

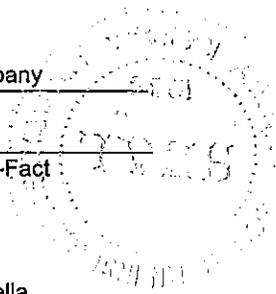


AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

[Signature]

American Southern Insurance Company
By: [Signature]
Its Jason S. Centrella, Attorney-in-Fact



Jason S. Centrella
Florida Res. Agent #A300489
P.O. Box 600962
Jacksonville, FL 32260
904-230-1324

AS SURETY
Name of Agent: Jason S. Centrella
Address: PO Box 600962
Jacksonville, FL 32260-0962

Form Approved:

James R. McCaig
Office of General Counsel

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

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Brian A. O'Neal of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Patricia E. Martin of Lutz, Florida; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Atlanta, Georgia; Kelley E.M. Nys of Decatur, Georgia; or Diane L. McLain of Fitchburg, Wisconsin, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 6th day of October, 2014.

Attest:


Gail A. Lee, Secretary

American Southern Insurance Company

By:



Scott G. Thompson, President

STATE OF GEORGIA

SS:

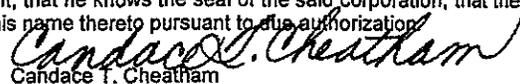
COUNTY OF FULTON

On this 6th day of October, 2014, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

SS:

COUNTY OF FULTON

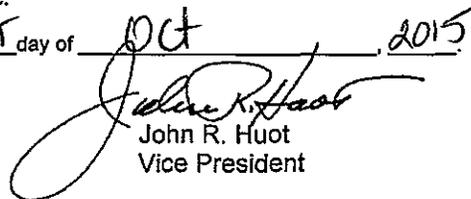


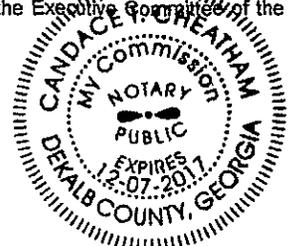
Candace T. Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County
Commission Expires December 7, 2017

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 15 day of Oct, 2015

Power No. **37537**


John R. Huot
Vice President



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

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

BUYER: Marilyn Laidler RESPECTFULLY SUBMITTED: Gregory Pease
MARILYN LAIDLER GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: 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 3 MEMBERS DISAPPROVING _____ DATE: 08/27/15

Catherine Skous _____ OTHER: _____
James R. McCarroll _____

ACTION OF AWARDDING AUTHORITY DATE: 8/27/15

APPROVED _____ DISAPPROVED _____
OTHER _____
Sam E. Mousa
Chief Administrative Officer

SIGNATURE OF AUTHENTICATION Sam E. Mousa For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05