Docusign Envelope ID: CBEB07D5-A339-4905-84C8-0E5142AFD1D6

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: Gold Star Family Pkwy Tree Planting Svcs, Temp. Irrigation, & Landscape Maint. Phase 2 - Bid #CS-0376-23

Requested Action/Authority:

Request approval to increase the not-to-exceed amount by $2,000.00 and extend the term of the award/contract from June 30, 2025, to December 31, 2026.

Justification/Explanation:

The increase request is due to unforeseen work conducted by JEA that conflicted with the original plans. Ten (10) trees had to be moved by the Contractor after their planting, so that the tree planting did not conflict with underground utility installation (see attached email request). The extension request is to allow for the maintenance period of the new trees planted.

Legal Contract #:	70525-23	Contract Date:	06/30/2023	Change Order/AMD #:	Amendment #1	
PO/Release #:	661801-23	Bid Date:	05/24/2023	Awarded Supplier:	Fernandina Mulch & Stone (Liberty)	
Licenses Verified:	Yes	Effective Date:	08/01/2024	Basis of Award:	LPTA	
Federally Funded:	No	No. of Bids:	20	Responses Received:	2	Attachments:
Solicitation:	N/A - 0376 - 23			Procurement Contract #:	POA - 70525-23	
Executed By:	Office of General Counsel					

PoP:Base:	2 years	Options:	None	Extension(s):	N/A
JSEB Rec.:	Participation	%:	20	Bonds Waived Pursuant To:	N/A

Fund:	15304	Center:	151004	Acct:	549006	Proj:	000000	Activity:	00001315	$	00000
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 1,143,500.00	Contingent Amount:	$ 0	DMP/ODPO Amount:	$ 0

Using Agency/BU:	PWML:MOWING_AND_LANDSCAPE_MAINTENANCE			
Concurrence:	Signed by: Gearhart, Justin 3ED69D28E64D43E...	Title:	CITY ARBORIST	7/23/2024
Concurrence:	Signed by: McDaniel, Emmett 041C4F173D4A4A0...	Title:	CHIEF OF MOWING AND LANDSCAPE MAINTENANCE	7/23/2024
Concurrence:	DocuSigned by: Nina Sicker 1EFA223D5D23487...	Title:	DIRECTOR OF PUBLIC WORKS	7/24/2024
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: David Klages 2E820995264D4AE...	Chief of Procurement:	DocuSigned by: B19F1D517352456...
Name:	David Klages	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

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PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

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Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

Funding Source: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed the amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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From: Gearhart, Justin - PWML
To: Lange, Jim - PWML
Cc: McDaniel, Dave - PWML; Colburn, Jonathan - PWML
Subject: RE: Gold StarTree Relocation
Date: Tuesday, July 23, 2024 9:58:13 AM
Attachments: image001.png

Jim,

The justification for the change order is:

Due to unforeseen work conducted by JEA that conflicted with the original plans, 10 trees had to be moved by the contractor after their planting, so that the tree planting did not conflict with underground utility installation.

Additionally, please change the contract expiration date to December 31st 2026 to allow for the maintenance period of the new tree after the initial approved inspection.

Justin Gearhart
City Arborist, City of Jacksonville
ISA Fl-9748A
Public Works Mowing and Landscape Division
609 St Johns Bluff Rd N
O: (904)255-4327
COJ.net/Trees

From: Gearhart, Justin - PWML
Sent: Tuesday, July 23, 2024 9:32 AM
To: Lange, Jim - PWML <JLange@coj.net>
Subject: RE: Gold StarTree Relocation

Jim,

The justification for the change order is:

Due to unforeseen work conducted by JEA that conflicted with the original plans, 10 trees had to be moved by the contractor after their planting, so that the tree planting did not conflict with underground utility installation.

Justin Gearhart
City Arborist, City of Jacksonville
ISA Fl-9748A
Public Works Mowing and Landscape Division
609 St Johns Bluff Rd N
O: (904)255-4327
COJ.net/Trees

Docusign Envelope ID: CBEB07D5-A339-4905-84C8-0E5142AFD1D6

From: Gearhart, Justin - PWML
Sent: Thursday, July 11, 2024 12:29 PM
To: Lange, Jim - PWML <JLange@coj.net>
Cc: Anthony Rivera <Anthony@libertylandscapesupply.com>; Jordan Luther <jordan@libertylandscapesupply.com>; Scott Day <ScottDay@libertylandscapesupply.com>; Pauline Staples <Pauline@libertylandscapesupply.com>; Mike Zaffaroni <mike@libertylandscapesupply.com>
Subject: RE: Gold StarTree Relocation

Jim,

When convenient, can you help with this change order for Goldstar (PO#661801-23). We need to add $2,000 dollars for trees that had to be moved due to utility conflicts. The original Tree Commission and MBRC approved 2.3 million so we have spare money from what was approved.

Thank you,
Justin Gearhart
City Arborist, City of Jacksonville
ISA Fl-9748A
Public Works Mowing and Landscape Division
609 St Johns Bluff Rd N
O: (904)255-4327
COJ.net/Trees

From: Mike Zaffaroni <mike@libertylandscapesupply.com>
Sent: Saturday, July 6, 2024 9:36 AM
To: Gearhart, Justin - PWML <JGearhart@coj.net>
Cc: Anthony Rivera <Anthony@libertylandscapesupply.com>; Jordan Luther <jordan@libertylandscapesupply.com>; Scott Day <ScottDay@libertylandscapesupply.com>; Pauline Staples <Pauline@libertylandscapesupply.com>
Subject: Gold StarTree Relocation

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Justin- Per our discussion, please find the attached proposal for the tree relocations at Gold Star. Please let me know if you have any questions. Thanks-Mike

Mike Zaffaroni
(904)733-7549

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LIBERTY
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July 2, 2024

Re: Goldstar Phase 2

In accordance with contract #CS-0376-23, Liberty Landscape Supply proposes the following amendment to include all labor, materials, equipment, taxes, delivery, installation, **2 Year Non-Irrigated** warranty, insurance, etc.

ITEM	**QUANTITY**	**PRICE/UNIT(NON-IRR)**	**TOTAL**
Tree Relocation	10	$ 200.00	$ 2,000.00
		Total:	**$ 2,000.00**

Respectfully,

Mike Zaffaroni, Owner/President

Liberty Landscape Supply
13385 N Main St
Jacksonville, FL 32218

Docusign Envelope ID: CBEB07D5-A339-4905-84C8-0E5142AFD1D6

SUBJECT: GOLD STAR FAMILY PARKWAY LANDSCAPING, TEMPORARY IRRIGATION AND MAINTENANCE, PHASE 2

BID #: CS-0376-23 **OPEN DATE5/24/23**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT – UPON INITIAL EXECUTED CONTRACT WITH A 2 YEAR MAINTENANCE PERIOD.

AGENCY: MOWING AND LANDSCAPE MAINTENANCE DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 44 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the lowest responsive, responsible bidder, Fernandina Much & Stone, LLC DBA Liberty Landscape Supply, in the amount not-to-exceed $1,141,500.00. Period of service will be upon contract execution with a 2 year maintenance period.

Funding Source will be encumbered by individual releases against the appropriate purchase order agreement, dependent on funding, the appropriate account and fiscal year. A formal Contract will be executed through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, JSEB Memo, Bid Tabulation, and Terms and Conditions

ANALYST: JACLYN STAMOS **RESPECTFULLY SUBMITTED:** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: DAVE MCDANIEL, DIVISION CHIEF, MOWING AND LANDSCAPE MAINTENANCE DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 6/8/2023

OTHER:

ACTION OF AWARDING AUTHORITY DATE 6/9/23

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02

Docusign Envelope ID: CBEB07D5-A339-4905-84C8-0E5142AFD1D6

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Mowing & Landscape Maintenance Division
609 St. Johns Bluff Road North
Jacksonville, FL 32225
(904) 255-4299
www.coj.net

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

TO: Dustin L. Freeman, Chief
Procurement Division

THRU: Steven D. Long, Jr., P.E., Director
Department of Public Works

FROM: Dave McDaniel, Chief
Mowing and Landscape Maintenance Division

DATE: May 26, 2023

SUBJECT: **RECOMMENDATION TO AWARD**
Bid name: Gold Star Family Parkway Tree Planting Services, Temporary Irrigation and Landscape Maintenance, Phase 2
Bid no: CS-0376-23
Open date: May 24, 2023
Award amount: $1,141,500.00

In response to the solicitation for bids for Gold Star Family Parkway Tree Planting Services, Temporary Irrigation and Landscape Maintenance, Phase 2, the Procurement Division received two (2) bids.

The Mowing and Landscape Maintenance Division has reviewed the two (2) bids and determined that the bidder, Fernandina Mulch & Stone, LLC DBA Liberty Landscape Supply, submitted the lowest, most responsive, and responsible bid in the amount of $1,141,500.00.

The bid has also been reviewed and approved by the EBO Office for compliance and assigned the Participation Percentage Plan with a JSEB goal of 20%.

Therefore, the Mowing and Landscape Maintenance Division recommends approval of award to Fernandina Mulch & Stone, LLC DBA Liberty Landscape Supply in the amount of $1,141,500.00.

An active business license was verified under the Florida Department of State website as shown below:

Fernandina Mulch & Stone, LLC Document Number: L13000039276

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Funding for this award will be encumbered by individual releases against the appropriate purchase order agreement, dependent on funding, the appropriate account, and fiscal year.
A formal contract will be executed through the Office of General Counsel. The contract period will commence upon issuance of Notice to Proceed.

Please contact Jameka Smith at 255-4305 or via email jamekas@coj.net should you have any questions or require additional information concerning this recommendation.

Attachment: Bid Tabulation Sheet
EBO Office Memorandum

cc: Tammy Duggan, Public Works Contract and Finance Manager
John Ashe, Public Works Accounting Manager
Jaclyn Stamos, Purchasing Analyst
Jameka Smith, Landscape Architect
Justin Gearhart, City Arborist
Russell Perry, Mowing and Landscape Contract Manager
Jim Lange, Contract Administration Coordinator

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Department of Finance and Administration
Procurement Division

CITY OF JACKSONVILLE

May 25, 2023

To: Dustin L. Freeman, Chief
Procurement Division

From: Dinah Coleman Mason, EBO/JSEB Administrator
LaRoy Covington, Business Analyst
Equal Business Opportunity Office / Jacksonville Small & Emerging Business Program

Re: SC-0376-23 Gold Star Family Parkway Landscaping, Temporary Irrigation and Maintenance Phase 2

The Equal Business Opportunity Office has reviewed the lowest bidder/ proposer for compliance with the Jacksonville Small and Emerging Business (JSEB) program. Based upon the review, and the areas of certification, the lowest bidder/proposer is **FERNANDINA MULCH & MORE, LLC DBA LIBERTY LANSSCAPE SUPPLY.** with a total bid of **$1,141,500.00.** Based upon review of the JSEB schedule of work, the letters of intent, and the areas of certification, the lowest bidders/proposers meet the goal by utilizing **20%** JSEB participation with the following JSEB:

JSEB	Area Commodity Codes	Amount
Allstar Irrigation Company	988.52	$238,772.00

Our review efforts are documented and available upon request. Please let us know if you have any questions or concerns. I can be reached at (904) 255-8833.

cc: Jaclyn Stamos
Dinah Coleman Mason

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TITLE: GOLD STAR FAMILY PARKWAY TREE PLANTING AND TEMPORARY
BID NO.: CS-0376-23
OPEN DATE: 24 MAY 2023 @ 2 P.M.
ANALYST: JACLYN STAMOS
No. Invited: (44) No. Received (2) No Bids: (0)
Recorded By: MELISSA PEIRCE Announcer: Ben Kemp

ITEM	DESCRIPTION	EST. QTY	UNIT	C&L Landscape, Inc UNIT PRICE	C&L Landscape, Inc TOTAL COST	FERNANDINA MULCH AND STONE DBA LIBERTY SUPPLY UNIT PRICE	FERNANDINA MULCH AND STONE DBA LIBERTY SUPPLY EXTENDED TOTAL
1	Landscaping for the City of Jacksonville, Florida, subject to the Specifications, Drawings, Standard Specifications and Details, and Addenda thereto twenty four (24) months Maintenance/Warranty Period from Initial Acceptance by the City until Final Acceptance; including tree and landscape replacement, irrigation maintenance and providing irrigation water all in accordance with the Contract Documents.	1		$ 1,157,000.00	$ 1,157,000.00	$ 912,000.00	$ 912,000.00
2		1		$ 200,000.00	$ 200,000.00	$ 228,000.00	$ 228,000.00
3	Replacement of Unsuitable Soils (See Landscaping Specifications, Section 144.31 - 144.31 REPLACEMENT OF UNSUITABLE SOIL IN NEW TREE AND SHRUB PLANTING AREAS	10	CY	$ 250.00	$ 2,500.00	$ 150.00	$ 1,500.00
			GRAND TOTAL :	$	1,359,500.00	$	1,141,500.00
			Bid Form:	Y		Y	
			CONFLICT OF INTEREST:	Y		Y	
			JSEB PARTICIPATION 20%:	Y		Y	
			Bid Security Bonds:	Y		Y	
			PREBID ATTANDANCE:	Y		Y	
			INSURANCE:	Y		Y	
			ADDENDUMS (2) :	Y		Y	

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TERMS AND CONDITIONS

1. SCOPE

Work consists of furnishing all labor, materials and equipment, and performing all operations necessary to install trees and other landscaping, and a temporary irrigation system, along the existing Gold Star Family Parkway, in accordance with the landscape plans, specifications and details. The work includes: selective clearing and grubbing of existing turf, excavation and preparation of tree pits and planting areas; planting; irrigation of trees; landscape maintenance for 24 months after Initial Acceptance by the City until Final Acceptance; and replacement of trees and landscaping not in conformance with the specifications during the maintenance period.

2. AWARD

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder(s). Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. ALL awards are subject to the availability of funds.

3. TERM OF AGREEMENT

The term of this agreement will be initial landscaping and two (2) years of maintenance.

4. MINIMUM REQUIREMENTS

Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection:

The Bidder/Contractor and named Subcontractor shall be companies located in Duval or a surrounding county and meet the following submittal requirements:

The Bidder/Contractor and named sub-contractors must meet the following project specific qualifications to be eligible to bid on this project. The Bidder must submit the requested information with the Bid. All submittals listed below shall be on Company letterhead signed by the Owner or Corporate Officer and dated. The Contract Manager reserves the right to inspect the business location and to confirm conformance with the specifications before awarding the Project.

1. Submit a list of private or governmental landscape installation projects with a contract value of at least $50,000 the Bidder and each proposed subcontractor has completed within the past 5-year period and projects currently under contract. Provide a separate list of projects for the bidder and each sub-contractor. Do not include landscape maintenance contracts in the project list. If the contract includes both landscape maintenance and landscape installation, delete the cost of landscape maintenance services from the contract amount. Include the following information for each project: project name; location and brief description of landscape installation work performed; beginning and ending date of work; dollar amount of its contract; owner of project and client's email and phone number. If the BIDDER performed the work as a sub-contractor, also include the Prime Contractor's name, email, and phone number.

2. Bidder and each of its proposed Subcontractors, at the time of the award, must each own, lease or rent a warehouse and/or outdoor storage yard to contain the equipment required by this contract, as well as have an interior office space, which can be part of the warehouse. The office and equipment storage must be at a location zoned for commercial or industrial

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use in the city/county where it is located. The Bidder must have a local office located in Duval, St. Johns, Nassau, Baker or Clay County and have a local or toll free telephone number, cellphone number, and email address where Bidder may be contacted.

3. The Bidder must be able to obtain and maintain liability insurance as required by the City of Jacksonville.

4. Bidder and each of its proposed Subcontractors must have a current local business tax receipt from the city or county where the business is located.

5. All JSEBS submitted must be certified by the JSEB office in Commodity Codes: 988.52, 670.17 and/or 958.52

Failure to provide the documented evidence with the bid submittal will automatically disqualify the bid and result in rejection.

5. PRE-BID CONFERENCE

A mandatory pre-bid meeting and Site Visit has scheduled for this bid. Wednesday, May 10, 2023 at 1:00 p.m. held at the Mowing and Landscape Maintenance Division office, 609 St. Johns Bluff Road N., Jacksonville,FL 32225. Immediately following the Pre-Bid meeting will be a non-mandatory tour of the site.

6. STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The City reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. QUANTITIES

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. The City reserves the right to add or delete items during the contract period. The City will order on an as needed basis.

8. DELIVERY

A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

9. ESCALATION/DE-ESCALATION

All pricing submitted shall remain firm for the first year of the initial contract period. After the first year of the contract term, a supplier may submit in writing a request for price escalation / de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry-wide increase. The City reserves the right to decline any price increase request.

10. PRICES

All unit prices shall include **freight, delivery, and handling charges** to the delivery location as outlined in the bid documents.

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11. PICK UP AND RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE**: inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

14. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. The awarded supplier will be required to submit a copy of their Certificate of Commercial Liability Insurance within ten (10) days from the date of receipt of the award notice. Bid number shall be listed on certificate.

15. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

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CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
FRENANDINA MULCH & STONE, LLC
d/b/a LIBERTY LANDSCAPE SUPPLY
FOR
GOLD STAR FAMILY PARKWAY TREE PLANTING SERVICES, TEMPORARY IRRIGATION, AND LANDSCAPE MAINTENANCE PHASE 2

THIS CONTRACT for Phase 2 tree planting services, temporary irrigation, and landscape maintenance for the Gold Star Family Parkway (the "Project") is made and entered into this 30th day of June, 2023 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the "Owner" or the "City"), and **FERNANDINA MULCH & STONE, LLC d/b/a LIBERTY LANDSCAPE SUPPLY**, a Florida limited liability company with principal office at 13385 North Main Street, Jacksonville, Florida 32218 (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 responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary to install trees, landscaping, and a temporary irrigation system along the existing Gold Star Family Parkway, including selective clearing and grubbing of existing turf; excavation and preparation of tree pits and planting areas; planting; irrigation of trees; landscape maintenance for 24 months after Initial Acceptance by City until Final Acceptance; and, replacement of trees and landscaping not in conformance with plans, specifications, and details during the maintenance period, all in accordance with plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made June 9, 2023.

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 the Mowing and Landscape Maintenance Division of the City of Jacksonville's Department of Public Works, bid number CS-0376-23, bid date May 24, 2023, designated as *Gold Star Family Parkway Tree Planting Services, Temporary Irrigation, and Landscape Maintenance Phase 2*, and strictly in accordance with the advertisement calling for

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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 ONE MILLION ONE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED AND 00/100 USD ($1,141,500.00), 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 for individual projects. 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. The term of this Contract shall commence upon the Effective Date and shall remain in full force and effect as to all its terms, conditions, and provisions as set forth herein for a two-year maintenance period through June 30, 2025.

4. 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.

5. 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.

6. 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.

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.

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

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE, FLORIDA

By _____
Lenny Curry, Mayor

OWNER Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

WITNESS:

_____
Signature

KELLI O'LEARY
Type/Print Name

DIRECTOR OF ORGANIZATIONAL DEVELOPMENT
Title

FERNANDINA MULCH & STONE, LLC d/b/a LIBERTY LANDSCAPE SUPPLY

_____
Signature

MICHAEL P. ZAFARONI
Type/Print Name

OWNER / CEO
Title

CONTRACTOR

Encumbrance & funding information is found on the next page.

GC-#1572148-v1-Fernandina_Mulch_Gold_Star_Pkwy_70525-23_Perf_Bond_PO.RTF

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ENCUMBRANCE & FUNDING INFORMATION:

Account No.:

Amount: **$1,141,500.00**

The 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 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), *Ordinance Code*, 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 subsequently issued purchase orders, as specified in said Contract.

Director of Finance
City Contract No. 70525-23

Form Approved

James R McCain Jr
Assistant General Counsel

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

CONTRACT NUMBER 70525-23
(*Contract Number to be inserted by the City of Jacksonville*)

PERFORMANCE BOND NUMBER 80C205613

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Fernandina Mulch & Stone, LLC d/b/a Liberty Landscape Supply

Principal Business Address: 13385 North Main Street, Jacksonville, Florida 32218

Telephone: (904)733-7549

As to the Surety:

Name: The Ohio Casualty Insurance Company

Principal Business Address: 175 Berkeley Street, Boston, MA 02116

Telephone: (513) 603-2400

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, 10th Floor, Jacksonville, Florida 32202

Telephone: (904) 255-8763

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 to to install trees, landscaping, and a temporary irrigation system along the existing Gold Star Family Parkway, including selective clearing and grubbing of existing turf; excavation and preparation of tree pits and planting areas; planting; irrigation of trees; landscape maintenance for 24 months after Initial Acceptance by City until Final Acceptance; and, replacement of trees and landscaping not in conformance with plans, specifications, and details during the maintenance period, all in accordance with plans, drawings, and specifications.

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

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that **FERNANDINA MULCH & STONE, LLC d/b/a LIBERTY LANDSCAPE SUPPLY**, as Principal (hereinafter the "Contractor"), and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of Massachusetts 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 ONE MILLION ONE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED AND 00/100 USD ($1,141,500.00), 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 70525-23 (the "Contract"), effective as of the 30th day of June, 2023, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary to install trees, landscaping, and a temporary irrigation system along the existing Gold Star Family Parkway, including selective clearing and grubbing of existing turf; excavation and preparation of tree pits and planting areas; planting; irrigation of trees; landscape maintenance for 24 months after Initial Acceptance by City until Final Acceptance; and, replacement of trees and landscaping not in conformance with plans, specifications, and details during the maintenance

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period, all in strict accordance with plans and specifications prepared by the Mowing and Landscape Maintenance Division of the City of Jacksonville's Department of Public Works, bid number CS-0376-23, bid date May 24, 2023, designated as *Gold Star Family Parkway Tree Planting Services, Temporary Irrigation, and Landscape Maintenance Phase 2*, 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 at 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

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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

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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 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

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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 left blank intentionally. Signature page follows immediately.]

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SIGNED AND SEALED this 30th day of June, 2023.

WITNESS:

Signature

James B. Lunge
Type/Print Name

Contract Administrator
Title

FERNANDINA MULCH & STONE, LLC
d/b/a LIBERTY LANDSCAPE SUPPLY

Signature

MICHAEL P. ZAFFARONI
Type/Print Name

OWNER / CEO
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Barbara Colbert

The Ohio Casualty Insurance Company

By

Its

AS SURETY

Name of Agent: B. Doyle Campbell, Attorney-in-Fact

Address: 175 Berkeley Street

Boston, MA 02116

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

Form Approved:

James R McCain, Jr
Office of General Counsel

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Liberty Mutual. SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205904-975767

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, B. Doyle Campbell

all of the city of Mobile state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of July, 2021.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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SUBJECT: GOLD STAR FAMILY PARKWAY LANDSCAPING, TEMPORARY IRRIGATION AND MAINTENANCE, PHASE 2

BID #: CS-0376-23 **OPEN DATE**5/24/23

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT – UPON INITIAL EXECUTED CONTRACT WITH A 2 YEAR MAINTENANCE PERIOD.

AGENCY: MOWING AND LANDSCAPE MAINTENANCE DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 44 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the lowest responsive, responsible bidder, Fernandina Much & Stone, LLC DBA Liberty Landscape Supply, in the amount not-to-exceed $1,141,500.00. Period of service will be upon contract execution with a 2 year maintenance period.

Funding Source will be encumbered by individual releases against the appropriate purchase order agreement, dependent on funding, the appropriate account and fiscal year. A formal Contract will be executed through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, JSEB Memo, Bid Tabulation, and Terms and Conditions

ANALYST: JACLYN STAMOS **RESPECTFULLY SUBMITTED:** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION RW

CONCURRENCE BY: DAVE MCDANIEL, DIVISION CHIEF, MOWING AND LANDSCAPE MAINTENANCE DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 6/8/2023

OTHER:

ACTION OF AWARDING AUTHORITY DATE 6/9/23

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

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Contract Purchase Agreement POA-70525-23

Agreement	POA-70525-23
Agreement Date	09-JUN-2023
Revision	0
Agreement Amount	1,141,500.00 USD
Solicitation Number	CS-0376-23

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
Fernandina Mulch & Stone, LLC
DBA Liberty Landscape Supply
13385 North Main Street
JACKSONVILLE, FL 32218

Notes Terms and Condition apply from bid CS-0376-23

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21027	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
08-Jun-2023			Jaclyn Stamos JStamos@coj.net	

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division