

**CONTRACT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
ONAS CORPORATION  
FOR  
ADA PROJECT – ACCESSIBLE CURB CUTS**

7920-37

**THIS CONTRACT** is executed as of this 28 day of July, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the “Owner” or the “City”), a municipal corporation in Duval County, Florida, and ONAS CORPORATION (hereinafter the “Contractor”), a Florida profit corporation with principal office at 2050 University Boulevard North, Jacksonville, Florida 32211, for ADA curb improvements.

**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 perform ADA curb improvements within Zip Code 32202 – Part A, including but not limited to demolishing concrete sidewalk, curb, and gutter, constructing curb and gutter and curb ramps, constructing detectable warning surfaces, sodding, installing maintenance of traffic and erosion and sediment control, and all other related work required to complete the projects, all in accordance with plans and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made June 12, 2014.

2. The Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said work in accordance with plans and specifications prepared by Eisman & Russo Consulting Engineers, bid numbered CF-0090-14, bid date May 28, 2014, designated as *Contract Documents & Specifications for ADA Project –*

*Accessible Curb Cuts Zip Code 32202-A*, 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, hereby specifically made a part hereof to the same extent as if fully set out herein for an amount not-to-exceed THREE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$320,000.00), at and for the prices and on the terms contained in the Contract Documents.

3. On Contractor's faithful performance of this Contract, 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, Owner has the absolute right to terminate this Contract without cause for convenience by giving 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 Contractor's representative who signed this Contract at the address specified in the Contract Documents.

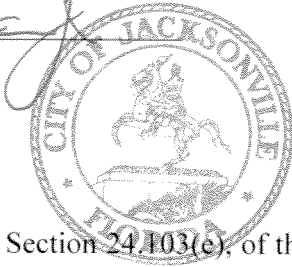
6. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

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

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By James R. McCain, Jr.  
Corporation Secretary



By Karen Bowling  
Alvin Brown, Mayor  
Karen Bowling  
**OWNER** Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2013-04

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

C. Ronald Belton  
Director of Finance  
7920-37  
BT

Encumbrance & funding information is found on the next page.

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

WITNESS:

ONAS CORPORATION

Renee Gadling  
Signature

[Signature]  
Signature

Renee Gadling  
Type/Print Name

Bandeke Onasanya  
Type/Print Name

Administrative Assist  
Title

President  
Title

CONTRACTOR

ENCUMBRANCE & FUNDING INFORMATION:

Account.....	ERCD1A1-08301-005012-PDC001-14
Amount.....	\$320,000.00
TOTAL.....	\$320,000.00

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

**CONTRACT NUMBER** 7920-37

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

**PERFORMANCE BOND NUMBER** 61305

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: Onas Corporation

Principal Business Address: 2050 University Boulevard, Jacksonville, Florida 32211

Telephone: 904-745-0508

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) 255-8786

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 perform ADA curb improvements within Zip Code 32202 – Part A, including but not limited to demolishing concrete sidewalk, curb, and gutter, constructing curb and gutter and curb ramps, constructing detectable warning surfaces, sodding, installing maintenance of traffic and erosion and sediment control, and all other related work shown on construction plans and described in the Scope of Work (Section 30).

**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 Onas Corporation, 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 TWENTY AND 00/100 USD (\$320,000.00), 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, firmly by these presents.

**WHEREAS**, the Principal made and entered into City Contract Number 7920-37 (to be inserted by the City) (the "Contract"), dated as of the 28 day of July, 2014, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary to perform ADA curb improvements within Zip Code 32202 – Part A, including but not limited to demolishing concrete sidewalks, curbs, and gutters, constructing curb and gutter and curb ramps, constructing detectable warning surfaces, sodding, installing maintenance of traffic and erosion and sediment control, and all other related work shown on construction plans and described in the Scope of Work (Section 30), all in accordance with plans

and specifications entitled *Contract Documents & Specifications for ADA Project – Accessible Curb Cuts Zip Code 32202-A* for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by Eisman & Russo Consulting Engineers, bid numbered CF-0090-14, bid date May 28, 2014, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is 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, statutory attorney's fees, including 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 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 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 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 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 28 day of July, 2014.

WITNESS:

**ONAS CORPORATION**

Sylvia Hunt  
Signature

[Signature]  
Signature

SYLVIA HUNT  
Type/Print Name

BANDEK ONASIMYH  
Type/Print Name

ADM ASSIST  
Title

RESIDENT  
Title

**AS PRINCIPAL**

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

American Southern Insurance Company

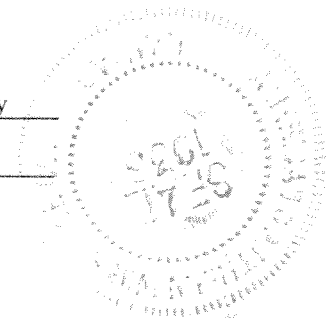
By [Signature]  
Its Attorney-in-Fact

**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**

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

Form Approved:

James R. McCarty  
Office of General Counsel

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

CONTRACT NUMBER 7920-37  
(Contract Number to be inserted by the City of Jacksonville)

PAYMENT BOND NUMBER 61305

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: Onas Corporation

Principal Business Address: 2050 University Boulevard North, Jacksonville, Florida 32211

Telephone: 904-745-0508

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) 255-8786

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 perform ADA curb improvements within Zip Code 32202 – Part A, including but not limited to demolishing concrete sidewalk, curb, and gutter, constructing curb and gutter and curb ramps, constructing detectable warning surfaces, sodding, installing maintenance of traffic and erosion and sediment control, and all other related work shown on construction plans and described in the Scope of Work (Section 30).

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

**CITY OF JACKSONVILLE, FLORIDA**

**PAYMENT BOND**

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

**KNOW ALL MEN BY THESE PRESENTS**, that Onas Corporation, 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 TWENTY AND 00/100 USD (\$320,000.00), 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, firmly by these presents.

**WHEREAS**, the Principal made and entered into City Contract Number 7920-37 (to be inserted by the City) (the "Contract"), dated as of the 28 day of July, 2014, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary to perform ADA curb improvements within Zip Code 32202 – Part A, including but not limited to demolishing concrete sidewalk, curb, and gutter, constructing curb and gutter and curb ramps, constructing detectable warning surfaces, sodding, installing maintenance of traffic and erosion and sediment control, and all other related work shown on construction plans and described in the Scope of Work (Section 30), all in accordance with plans and specifications entitled *Contract Documents & Specifications for ADA Project – Accessible*

*Curb Cuts Zip Code 32202-A* for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by Eisman & Russo Consulting Engineers, bid numbered CF-0090-14, bid date May 28, 2014, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

**NOW, THEREFORE, THE CONDITION OF THIS BOND** is such that if the said Principal:

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

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

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

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

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

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

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

SIGNED AND SEALED this 28 day of July, 2014.

WITNESS:

Sylvia Hunt  
Signature

SYLVIA HUNT  
Type/Print Name

ADM ASSIST  
Title

ONAS CORPORATION

[Signature]  
Signature

BONDELL ONASONT  
Type/Print Name

RESIDENT  
Title

AS PRINCIPAL

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

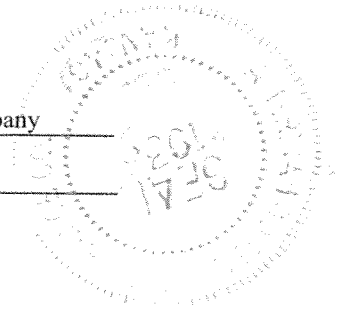
American Southern Insurance Company

By: [Signature]  
Its Attorney-in-Fact

AS SURETY

Name of Agent: Jason S. Centrella

Address: PO Box 600962, Jacksonville, FL 32260-0962



Form Approved:

[Signature]  
Office of General Counsel

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

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



# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Bldg. 400, Suite 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; Stephen E. Lallier of Reynoldsburg, Ohio; Patricia E. Martin of Lutz, Florida; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; 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.

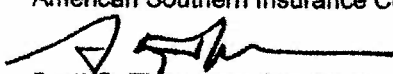
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

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 20th day of July, 2012.

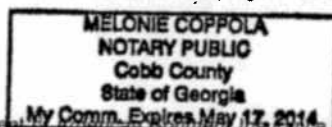
Attest:   
Gail A. Lee, Secretary

By:   
Scott G. Thompson, President

STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

On this 20th day of July, 2012, 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.

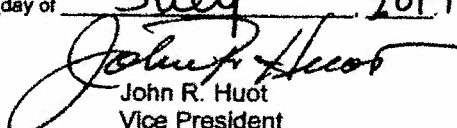
STATE OF GEORGIA  
SS:  
COUNTY OF FULTON



Melonie Coppola  
Notary Public, State of Georgia  
Qualified in Cobb County  
Commission Expires May 17, 2014

I, the undersigned, a Vice President of the 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 28 day of July, 2014

  
John R. Huot  
Vice President

Power No. 030176

