

**CONTRACT
(PAID BY SUBSEQUENT PURCHASE ORDERS)
BETWEEN
THE CITY OF JACKSONVILLE
AND
JAX UTILITIES MANAGEMENT, INC.
FOR
CONCRETE MAINTENANCE & CONSTRUCTION – NORTH AREA**

THIS CONTRACT is executed as of this 2 day of NOV, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter sometimes the AOwner@ or the ACity@), and JAX UTILITIES MANAGEMENT, INC. (hereinafter the AContractor@), with principal address at 5465 Verna Boulevard, Jacksonville, Florida 32205, for concrete maintenance and construction in the North 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 North 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:

JAX UTILITIES MANAGEMENT, INC.

William Brannen
Signature
William Brannen
Type/Print Name
Secretary
Title

Charles D. Freshwater
Signature
Charles D. Freshwater
Type/Print Name
Vice President
Title

CONTRACTOR

Encumbrance, funding information, and approval as to form for internal City use are contained on the following page.

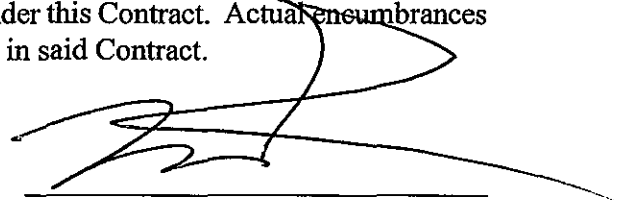
Encumbrance and funding information for internal City use:

Account.....PWCP31OSD541-06505-PW0360-01

Amount.....\$1,000,000.00

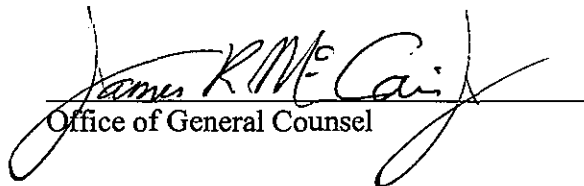
This above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Orders that must reference the foregoing Contract. All financial examinations and funds 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 # 8258-18

Approved as to form:



Office of General Counsel



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

1326 S. Ridgewood Avenue, Suite #15
Daytona Beach, FL 32114
386-898-0507
Fax 386-898-0510

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

October 7, 2015

The City of Jacksonville, Florida (c/o Public Works
Department)
214 North Hogan Street
Jacksonville, FL 32202

Re: Authority to Date Bonds and Powers of Attorney
Principal: Jax Utilities Management, Inc.

Bond No.: 602-107453-8

Project: Concrete Maintenance & Construction-North Area (Complete Sidewalk System and
Positive Drainage in the North Area), Jacksonville, Florida

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once *dated*, please *fax* a copy of the bonds to our office.

Sincerely,
United States Fire Insurance Company

Cheryl Foley
Attorney-in-Fact and
Florida Licensed Resident Agent

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

CONTRACT NUMBER 8258-18

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

Bond No. 602-107453-8

Executed in 3 Counterparts

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

As to the Contractor/Principal:

Name: Jax Utilities Management, Inc.

Principal Business Address: 5465 Verna Boulevard, Jacksonville, Florida 32205

Telephone: (904) 779-5353

As to the Surety:

Name: United States Fire Insurance Company

Principal Business Address: 305 Madison Avenue, Morristown, NJ 07962

Telephone: (973) 490-6846

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

Project Name: Concrete Maintenance & Construction-North Area, Jacksonville, Florida

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 North 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.

THIS BOND WILL BE ISSUED ON AN ANNUALLY RENEWABLE BASIS.
RENEWAL REQUIRES A CONTINUATION CERTIFICATE APPROVED BY THE SURETY COMPANY.
THE TERM OF THIS BOND SHALL BE FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016.

Bond No. 602-107453-8
Executed in 3 Counterparts

CITY OF JACKSONVILLE, FLORIDA

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

KNOW ALL MEN BY THESE PRESENTS, that JAX UTILITIES MANAGEMENT, INC., as Principal, (hereinafter the "Contractor"), and United States Fire Insurance Company, a corporation organized and existing under the laws of the State of Delaware 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 8258-18 *(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 North 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 2 day of NOV, 2015.

ATTEST:

JAX UTILITIES MANAGEMENT, INC.

[Signature]
Signature

[Signature]

William Brannen
Type/Print Name

Charles D. Freshwater
Type/Print Name

Secretary
Title

Vice President
Title
AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

[Signature]
[Signature]

United States Fire Insurance Company

By [Signature] Cheryl Foley
Its Attorney-in-Fact and Florida Licensed Resident Agent*

AS SURETY

Name of Agent: Susan L. Reich/Florida Surety Bonds, Inc.

Address: 620 N. Wymore Road, Suite 200

Maitland, FL 32751, *Inquiries: (407) 786-7770

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

Form Approved:

[Signature]
Office of General Counsel

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

CONTRACT NUMBER 805818
(Contract Number to be inserted by the City of Jacksonville)

Bond No. 602-107453-8

Executed in 3 Counterparts

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

As to the Contractor/Principal:

Name: Jax Utilities Management, Inc.

Principal Business Address: 5465 Verna Boulevard, Jacksonville, Florida 32205

Telephone: (904) 779-5353

As to the Surety:

Name: United States Fire Insurance Company

Principal Business Address: 305 Madison Avenue, Morristown, NJ 07962

Telephone: (973) 490-6846

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

Project Name: Concrete Maintenance & Construction-North Area, Jacksonville, Florida

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 North 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.

THIS BOND WILL BE ISSUED ON AN ANNUALLY RENEWABLE BASIS.
RENEWAL REQUIRES A CONTINUATION CERTIFICATE APPROVED BY THE SURETY COMPANY.
THE TERM OF THIS BOND SHALL BE FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016.

Bond No. 602-107453-8
Executed in 3 Counterparts

CITY OF JACKSONVILLE, FLORIDA

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

KNOW ALL MEN BY THESE PRESENTS, that JAX UTILITIES MANAGEMENT, INC. as Principal, (hereinafter the "Contractor"), and United States Fire Insurance Company, a corporation organized and existing under the laws of the State of Delaware 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 8258-18 (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 North 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.

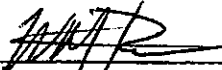
PROVIDED further, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and 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 2 day of NOV., 2015.

ATTEST:

JAX UTILITIES MANAGEMENT, INC.


Signature


Signature

William Brannen
Type/Print Name



Charles D. Freshwater
Type/Print Name

Secretary
Title

Vice President
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

United States Fire Insurance Company

By:  Cheryl Foley
Its Attorney-in-Fact and Florida Licensed Resident Agent*

AS SURETY

Name of Agent: Susan L. Reich/Florida Surety Bonds, Inc.

Address: 620 N. Wymore Road, Suite 200
Maitland, FL 32751, *Inquiries: (407) 786-7770

Form Approved:


Office of General Counsel

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

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

6831

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey W. Reich, Susan L. Reich, Kim E. Niv, Cheryl Foley, Don Bramlage, Glenn Arvanitis

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2016.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of August, 2015.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 5th day of August, 2015 before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2 day of Nov, 20 15

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PrimeGroup Insurance Services, Inc. 5402 W. Laurel St. Suite 220 Tampa FL 33607-1726	CONTACT NAME: Patty King #E131203 PHONE (A/C, No, Ext): (813) 288-8270 FAX (A/C, No): (813) 885-4311 E-MAIL ADDRESS: pking@primegroupins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A National Trust Insurance</td> <td>20141</td> </tr> <tr> <td>INSURER B FCCI Insurance Company</td> <td>10178</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A National Trust Insurance	20141	INSURER B FCCI Insurance Company	10178	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURED JAX UTILITIES MANAGEMENT, INC. 5465 Verna Boulevard Jacksonville FL 32205														

COVERAGES **CERTIFICATE NUMBER:** CL14121813539 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GL0011348-5	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/POP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PROJECT	<input type="checkbox"/> LOC				\$
A	AUTOMOBILE LIABILITY			CA0017635-5	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		UMB0011883-5	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 8,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 8,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTIONS \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			001-WC15A-65856	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine			CM0007961-2	1/1/2015	1/1/2016	Installation Floater 250,000
	Leased/Rented Equipment						Leased/Rented Equipment 500,000

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

CERTIFICATE HOLDER **CANCELLATION**

City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE E Ellsasser #A077187/ <i>E Ellsasser</i>

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: _____
[Signature] _____
James R. McE... _____

ACTION OF AWARDING AUTHORITY DATE: 8/27/15

APPROVED [Signature] DISAPPROVED _____

OTHER _____

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