SUBJECT: RIVERPLACE BOULEVARD BICYCLE AND PEDESTRIAN IMPROVEMENTS

BID #: CP-0043-18 **OPEN DATE:** 2017-12-06

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION PARTICIPATION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: TOTAL BASE BID LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (6) **NUMBER RECEIVED:** (5) **OTHER** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Subject bid was approved on 01/11/18 to enter into post-bid/pre-award negotiations with Baker Klein Engineering, P.L. (contract #10181-82); Negotiations award approved on 03/31/18 in the amount of $4,531,906.35 (city's portion) for Parts A-G. JEA was awarded in a separate agreement.

Recommend approval to re-assign award approved on 03/31/18 from Baker Klein Engineering, P.L. to Baker Construction Services, LLC, all other terms and conditions of the award remain as previously awarded.

To be executed by formal contract through Office of General Counsel.

Attachments: Recommendation Memo, Attorney Assignment Letter, Previous Award(s)

ANALYST: _____ MARILYN LAIDLER **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: William J. Joyce P.E., Director of Operations, Public Works Department

---

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

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
214 N. Hogan St., 10th floor
Jacksonville, FL 32202
(904) 255-8786
www.coj.net

ONE CITY. ONE JACKSONVILLE.

May 21, 2018

TO: Gregory W. Pease
Chief of Procurement

THRU: John P. Pappas, P.E.
Director of Public Works

FROM: William J. Joyce, P.E.
Director of Operations

SUBJECT: RECOMMENDATION TO AWARD

RE: Riverplace Boulevard Bicycle and Pedestrian Improvements
Bid No.: CP-0043-18
Bid Date: December 6, 2017
Award Amount: $4,531,906.35

Contract 10181-02 was executed April 26, 2018, with Baker Klein Engineering, P.L. in accordance with award of bid number CP-0043-18. Based on a request received May 21, 2018, Baker Klein Engineering, P.L. has requested that this contract be reassigned to Baker Construction Services, LLC. Payment and performance bonds will be replaced under the new name with the assignment.

Accordingly, we recommend that the award for bid CP-0043-18 and contract #10181-02 for Riverplace Boulevard Bicycle and Pedestrian Improvements previously awarded to Baker Klein Engineering, P.L., 219 N. Newnan Street, 2nd Floor, Jacksonville, FL 32202 be re-assigned to Baker Construction Services, LLC, 219 N. Newnan Street, 2nd Floor, Jacksonville, FL 32202 in accordance with the attached request. All other terms and conditions of the award will remain the same and will be applied to the re-assigned contract.

Total funding for this project should be encumbered by contract as follows:

ACCOUNT NO.	ENCUMBERED AMOUNT
DICP32UTID-06505-DI0100-01	$4,087,014.64
DICP32UTID-06801-DI0100-01	$444,891.71
JEA	$156,073.10
TOTAL	$4,687,979.45

WJJ/lw

cc: Lori West, Engineering Contract Specialist
David D. Hahn, P.E., Project Manager

ab

Regan Wxelan Zebouni & Atwood, P.A.

ATTORNEYS AND COUNSELORS AT LAW

9905 OLD ST. AUGUSTINE ROAD, SUITE 400
JACKSONVILLE, FLORIDA 32257

TELEPHONE: (904) 356-1300

FACSIMILE: (904) 356-8050

ANTHONY B. ZEBOUNI, ESQUIRE
azebouni@rwzalaw.com
Direct Dial: (904) 861-0770

May 21, 2018

VIA EMAIL
Greg Pease
Chief of procurement
City of Jacksonville
Jacksonville, Florida 32202

Re: ***Approval of Assignment by Baker Klein Engineering, P.L. to Baker Construction Services, Inc.***

Dear Mr. Pease:

This letter is a follow-up to our discussions related to the assignment of a contract between the City of Jacksonville and Baker Klein Engineering, P.L. I appreciate your consideration and assistance, and I also appreciate the courtesy afforded by Deputy General Counsel Lawsikia Hodges to help facilitate the approval process. I am advised that in addition to the Riverplace Boulevard Bicycle and Pedestrian Improvements (contract # 10181-82), the Jim King Sisters Creek Dock Improvements (Bid #CP-024817) is outstanding and requires the City's consideration of assignment and approval, based on the fact that the principals of Baker Klein Engineering will no longer be working together.

I have attached a copy of the Request for Contract Amendment and Assignment consent executed by Baker Klein Engineering and attached a consent and acceptance by Baker Construction Services. Once the assignment and amendment are approved by the City as to both projects, Baker Construction Services will deliver and record the replacement payment and performance bond and issue a cancellation of the current bond(s). In that Baker Construction Services is licensed and pre-qualified by the City, and time is of the essence please place these contracts on the GGAC calendar for the earliest possible date. Please advise me what other information or substantiation the City may require so that I can facilitate and expedite the approval process.

As always, I appreciate your professionalism and assistance. If I can be of further assistance in this matter, please contact me at your convenience.

Sincerely,

Anthony B. Zebouni

Enclosure
Copy to Client

(00013555.DOC;1)

REQUEST FOR CONTRACT AMENDMENT AND CONTRACT ASSIGNMENT

WHEREAS, Baker Klein Engineering, P.L. is a limited liability company that is properly registered with the Secretary of State and properly licensed by the Florida Department of Professional Regulation;

WHEREAS, Baker Klein Engineering, P.L. submitted a bid on a City of Jacksonville, Florida Project, known as the Riverplace Boulevard Bicycle and Pedestrian Improvements ("Project");

WHEREAS, Baker Klein Engineering, P.L. was awarded contract # 10181-82 by the City of Jacksonville (Contract") related to the Project referenced above;

WHEREAS, the Baker Klein Engineering, P.L. submitted a payment and performance bond (bond # 106833272, as required pursuant to Ch. 255.05, Fla. Stat. ("Bond") to guarantee its faithful performance under the Contract;

WHEREAS, Baker Klein Engineering, P.L. requests that the City of Jacksonville permit the Contract to be amended so that all rights, responsibilities and obligations under the Contract should pass to, and reside with, Baker Construction Services, LLC, a Florida limited liability company;

WHERAS, Baker Klein Engineering, P.L. and Baker Construction Services, LLC have obtained the consent of Surety, and assert that the amendment and assignment of Contract shall in no way diminish the rights or security of the City of Jacksonville under the Contract;

WHEREAS, Baker Construction Services, LLC is licensed with the State of Florida and pre-qualified with the City of Jacksonville and capable to perform the scope of work set forth in the Contract, and shall provide a payment and performance bond as required; and

WHEREAS, this Request and Assignment is applicable solely to the Contract referenced above, and the parties reserve all rights as to any other contract(s) that is/are in the name of Baker Klein Engineering, P.L.

For the reasons set forth above and incorporated herein, and for One Dollar ($1.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, Baker Klein Engineering, P.L. (hereinafter "Assignor") assigns, sells, conveys, and transfers all of Assignor's interest in the Contract dated April 27, 2018. by and between the City of Jacksonville, Florida and Baker Klein Engineering, P.L to Baker Construction Services, LLC; (hereinafter "Assignee").

The parties agree that all rights, benefits and obligations of Assignor arising under the above listed Contract, as amended or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of Assignment, are hereby included in this Assignment, and Assignee hereby accepts the same as if Assignee was an original party to the aforesaid Contract.

The parties acknowledge that the Bond referenced herein will be null and void upon the issuance of a payment and performance bond as required by the City of Jacksonville, and neither Baker Klein Engineering, P.L nor its principals will be liable for claims or liability related to the Bond # 106833272. Assignee will be responsible for making an application for the replacement bond promptly after execution of this Assignment.

In the event a court of competent jurisdiction finds that any provision or portion of this Assignment is unenforceable for any reason, the balance and remainder of this Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing. Venue to resolve any dispute related hereto shall be in Jacksonville, Duval County, Florida.

Assignor and Assignee agree that this Assignment shall be deemed governed by the laws of the State of Florida. For the convenience of the parties, this Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, facsimile or electronic counterparts of this Assignment shall be deemed for all purposes as an original, and the parties agree to deliver counterparts of this Assignment containing original signatures as soon as possible.

This Assignment supersedes all prior and contemporaneous agreements and discussions of the parties hereto regarding the subject matter hereof and the contract assigned hereby and, as written, constitutes the entire agreement of the parties.

AGREED, signed and made effective this the 18 day of May, 2018.

ASSIGNOR: BAKER KLEIN ENGINEERING, P.L.

By: _____
DEBRA KLEIN, MANAGING MEMBER

ASSIGNEE: BAKER CONSTRUCTION SERVICES, LLC

By: _____
TAMARA BAKER, MANAGER

WALDORFF

INSURANCE & BONDING

CONTRACT BOND DATA SHEET

Fort Walton Beach
(850)581-4925/(800)342-7621
Wyn.m@waldorffinsurance.com

Gainesville
(352)374-7779/(888)901-3841
rebekahw@waldorffinsurance.com

Fax (850) 581-4930

Date Request Submitted: 04-16-18 Person Submitting Request: Tamara Baker

BID BOND ☐	BOND ☒	CONSENT ☒	LETTER ☐
Design Build?	Performance/Payment ☒	Partial ☐	Bonding Capacity ☐
Yes ☐	Subcontract ☐	Final ☐	Intent ☐
No ☒	Other ☐	Increase ☐	
		Decrease ☐	

Client Name : Baker Construction Services LLC (dba Baker Design Build)

Obligee or Project Owner*: City of Jacksonville

*Obligee/Project Owner: Who is REQUIRING the bond? City of Jacksonville (Owner)

Obligee Address: 214 N. Hogan Street

Obligee Phone Number 904-255-8759

Bid/ Contract/ Project # (if any): CP-0043-18

Bid Date: 12/13/17 Contract Date: 4-16-18

Amount $ 4,531,906.35 % Of Payment Bond: 100%

% Of Bid Bond: % Of Performance Bond: 100%

Completion Time: 350 Days Penalty For Delay: $250/day

Project Name/Title: Riverplace Bicycle and Pedestrian Improvements

Location Of Work: Jacksonville, FL

Warranty/Maintenance Period: 1 year

General Description of Work: Furnish all labor, materials and equipment to install New watermains, sidewalks, bus stops and roadway improvements along Riverplace Blvd

Comments: Please provide a new bond and consent of surety for transfer and email documents and over night originals tbaker@bakerdesign.build

Obligee Supplied Forms? (Yes or No) *Please forward forms for processing if required.

Delivery Instructions**: ____ ____ UPS X Fedex Account # 3142-4444-3

***Options: Pick up, USPS Mail, FedEx/UPS (Please provide account number for last minute requests), or Email (please provide email address)*

****Please note most Obligees require originally signed documents with raised seals. If you request to receive the document by email, please make sure to check with the Obligee that they will accept.*

REQUEST FOR CONTRACT AMENDMENT AND CONTRACT ASSIGNMENT

WHEREAS, Baker Klein Engineering, P.L. is a limited liability company that is properly registered with the Secretary of State and properly licensed by the Florida Department of Professional Regulation;

WHEREAS, Baker Klein Engineering, P.L. submitted a bid on a City of Jacksonville, Florida Project, known as the Riverplace Boulevard Bicycle and Pedestrian Improvements ("Project");

WHEREAS, Baker Klein Engineering, P.L. was awarded contract # 10181-82 by the City of Jacksonville (Contract") related to the Project referenced above;

WHEREAS, the Baker Klein Engineering, P.L. submitted a payment and performance bond (bond # 106833272, as required pursuant to Ch. 255.05, Fla. Stat. ("Bond") to guarantee its faithful performance under the Contract;

WHEREAS, Baker Klein Engineering, P.L. requests that the City of Jacksonville permit the Contract to be amended so that all rights, responsibilities and obligations under the Contract should pass to, and reside with, Baker Construction Services, LLC, a Florida limited liability company;

WHERAS, Baker Klein Engineering, P.L. and Baker Construction Services, LLC have obtained the consent of Surety, and assert that the amendment and assignment of Contract shall in no way diminish the rights or security of the City of Jacksonville under the Contract;

WHEREAS, Baker Construction Services, LLC is licensed with the State of Florida and pre-qualified with the City of Jacksonville and capable to perform the scope of work set forth in the Contract, and shall provide a payment and performance bond as required; and

WHEREAS, this Request and Assignment is applicable solely to the Contract referenced above, and the parties reserve all rights as to any other contract(s) that is/are in the name of Baker Klein Engineering, P.L.

For the reasons set forth above and incorporated herein, and for One Dollar ($1.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, Baker Klein Engineering, P.L. (hereinafter "Assignor") assigns, sells, conveys, and transfers all of Assignor's interest in the Contract dated April 27, 2018, by and between the City of Jacksonville, Florida and Baker Klein Engineering, P.L to Baker Construction Services, LLC; (hereinafter "Assignee").

The parties agree that all rights, benefits and obligations of Assignor arising under the above listed Contract, as amended or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of Assignment, are hereby included in this Assignment, and Assignee hereby accepts the same as if Assignee was an original party to the aforesaid Contract.

The parties acknowledge that the Bond referenced herein will be null and void upon the issuance of a payment and performance bond as required by the City of Jacksonville, and neither Baker Klein Engineering, P.L nor its principals will be liable for claims or liability related to the Bond # 106833272. Assignee will be responsible for making an application for the replacement bond promptly after execution of this Assignment.

In the event a court of competent jurisdiction finds that any provision or portion of this Assignment is unenforceable for any reason, the balance and remainder of this Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing. Venue to resolve any dispute related hereto shall be in Jacksonville, Duval County, Florida.

Assignor and Assignee agree that this Assignment shall be deemed governed by the laws of the State of Florida. For the convenience of the parties, this Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, facsimile or electronic counterparts of this Assignment shall be deemed for all purposes as an original, and the parties agree to deliver counterparts of this Assignment containing original signatures as soon as possible.

This Assignment supersedes all prior and contemporaneous agreements and discussions of the parties hereto regarding the subject matter hereof and the contract assigned hereby and, as written, constitutes the entire agreement of the parties.

AGREED, signed and made effective this the 18 day of May, 2018.

ASSIGNOR: BAKER KLEIN ENGINEERING, P.L.

By: _____
DEBRA KLEIN, MANAGING MEMBER

ASSIGNEE: BAKER CONSTRUCTION SERVICES, LLC

By: _____
TAMARA BAKER, MANAGER

Electronic Articles of Organization For Florida Limited Liability Company

L18000002945
FILED 8:00 AM
January 03, 2018
Sec. Of State
vherring

Article I

The name of the Limited Liability Company is:

BAKER CONSTRUCTION SERVICES LLC

Article II

The street address of the principal office of the Limited Liability Company is:

219 N NEWNAN STREET, 2ND FLOOR
JACKSONVILLE, FL. 32202

The mailing address of the Limited Liability Company is:

219 N NEWNAN STREET, 2ND FLOOR
JACKSONVILLE, FL. 32202

Article III

The name and Florida street address of the registered agent is:

KAREN H CUMMINGS
4911 WATER OAK LANE
JACKSONVILLE, FL. 32210

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: KAREN CUMMINGS

L18000002945
FILED 8:00 AM
January 03, 2018
Sec. Of State
vherring

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
TAMARA G BAKER
1306 MAYFAIR ROAD
JACKSONVILLE, FL. 32207

Article V

The effective date for this Limited Liability Company shall be:

01/05/2018

Signature of member or an authorized representative

Electronic Signature: TAMARA BAKER

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

10181-02

CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
BAKER KLEIN ENGINEERING, P.L.
FOR
RIVERPLACE BOULEVARD BICYCLE AND PEDESRTIAN IMPROVEMENTS

THIS CONTRACT is executed as of this 27 day of April, 2018, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida (hereinafter the "Owner" or the "City"), and BAKER KLEIN ENGINEERING, P.L., a Florida limited liability company with principal office at 219 North Newnan Street, Second Floor, Jacksonville, Florida 32202, (hereinafter the "Contractor"), for Riverplace Boulevard bicycle and pedestrian 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 for construction of drainage improvements, roadway demolition and construction, concrete sidewalks and driveways, brick paving, roadway lighting, traffic signing and signalization, and all other streetscape improvements in accordance with plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made March 31, 2018.

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 for the Engineering and Construction Management Division of the City of Jacksonville's Department of Public Works by GAI Consultants, Inc., bid number CP-0043-18, bid date December 6, 2017, designated as *Specifications for Riverplace Boulevard Bicycle and Pedestrian Improvements*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are by this reference specifically made a part hereof to the same extent as if fully set out herein, for a total amount not-to-exceed FOUR MILLION FIVE HUNDRED THIRTY-ONE

THOUSAND NINE HUNDRED SIX AND 35/100 USD ($4,531,906.35), at and for the prices and on the terms contained in the Contract Documents.

3. On Contractor's faithful performance of this Contract, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.

5. City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Contract at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

c. Has been placed on 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; or

d. Has been engaged in business operations in Cuba or Syria.

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.]

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

WITNESS:

_____
Signature

Kyle F. Daris
Type/Print Name

Vice President
Title

BAKER KLEIN ENGINEERING, P.L.

_____
Signature

Tamara G. Baker
Type/Print Name

Owner
Title

CONTRACTOR

Encumbrance & funding information is found on the next page.

GC-#1203685-v1-BakerKlein_Riverplace_Bicycle_Peds_Bonds_Scrutinized_040918.RTF

ENCUMBRANCE & FUNDING INFORMATION:

Account No.:	DICP32UTID-06505-DI0100-01
Amount:	$4,087,014.64
Account No.	DICP32UTID-06801-DI0100-01
Amount:	$444,891.71
TOTAL:	**$4,531,906.35**

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.

Director of Finance
City Contract No. 10181-02

Form Approved

James R. McCaul
Assistant General Counsel

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

CONTRACT NUMBER 10181-02
(Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND NUMBER 106833272

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Baker Klein Engineering, P.L

Principal Business Address: 219 N. Newnan Street, Second Floor, Jacksonville, Florida 32202

Telephone: 904-356-8520

As to the Surety:

Name: Travelers Casualty and Surety Company of America

Principal Business Address: One Tower Square, Hartford, CT 06183

Telephone: (860) 277-0111

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 for construction of drainage improvements, roadway demolition and construction, concrete sidewalks and driveways, brick paving, roadway lighting, traffic signing and signalization, and all other streetscape improvements.

Bond No 106833272

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 BAKER KLEIN ENGINEERING, P.L., as Principal (hereinafter the "Contractor"), and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut 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 FOUR MILLION FIVE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED SIX AND 35/100 USD ($4,531,906.35), 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 10181-02 (*to be inserted by the City*) (the "Contract"), dated as of the 27 day of April, 2018, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for construction of drainage improvements, roadway demolition and construction, concrete sidewalks and driveways, brick paving, roadway lighting, traffic signing and signalization, and all other streetscape improvements in strict accordance with plans and specifications prepared for the Engineering and Construction Management Division of the City

of Jacksonville's Department of Public Works by GAI Consultants, Inc., bid number CP-0043-18, bid date December 6, 2017, designated as *Specifications for Riverplace Boulevard Bicycle and Pedestrian Improvements*, 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 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 left blank intentionally. Signature page follows immediately.]

Bond No. 106833272

SIGNED AND SEALED this 27 day of April, 2018.

WITNESS:

Signature

Kyle F. Davis
Type/Print Name

Vice President
Title

BAKER KLEIN ENGINEERING, P.L.

Signature

Tamara G. Baker
Type/Print Name

Owner
Title

AS PRINCIPAL

Signed, Sealed and Delivered in the Presence of:

Paul Fowler

Travelers Casualty and Surety Company of America

By
Its

AS SURETY

Name of Agent: Benjamin H. French, Attorney-In-Fact & Fla. Resident Agent

Address: One Tower Square, Hartford, CT 06183

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

Form Approved:

James R McCarty
Office of General Counsel

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

CONTRACT NUMBER 10181-02
(Contract Number to be inserted by the City of Jacksonville)

PAYMENT BOND NUMBER 106833272

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Baker Klein Engineering, P.L.

Principal Business Address: 219 N. Newnan Street, Second Floor, Jacksonville, Florida 32202

Telephone: 904-356 8520

As to the Surety:

Name: Travelers Casualty and Surety Company of America

Principal Business Address: One Tower Square, Hartford, CT 06183

Telephone: (860) 277-0111

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 for construction of drainage improvements, roadway demolition and construction, concrete sidewalks and driveways, brick paving, roadway lighting, traffic signing and signalization, and all other streetscape improvements.

Bond No. 106833272

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 BAKER KLEIN ENGINEERING, P.L., as Principal (hereinafter the "Contractor") and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut 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 FOUR MILLION FIVE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED SIX AND 35/100 USD ($4,531,906.35), 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 10181-02 (*to be inserted by the City*) (the "Contract"), dated as of the 27 day of April, 2018, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for construction of drainage improvements, roadway demolition and construction, concrete sidewalks and driveways, brick paving, roadway lighting, traffic signing and signalization, and all other streetscape improvements in strict accordance with plans and specifications prepared for the Engineering and Construction Management Division of the City

of Jacksonville's Department of Public Works by GAI Consultants, Inc., bid number CP-0043-18, bid date December 6, 2017, designated as *Specifications for Riverplace Boulevard Bicycle and Pedestrian Improvements*, 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 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 equipment 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 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 equipment 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 equipment 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 equipment, or within ninety (90) days after the Principal's 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.

Bond No. 106833272

SIGNED AND SEALED this 27 day of April, 2018.

WITNESS:

Signature

Kyle F. Davis
Type/Print Name

Vice President
Title

BAKER KLEIN ENGINEERING, P.L.

Signature

Tamara G. Baker
Type/Print Name

Owner
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Paul Powers

Travelers Casualty and Surety Company of America

By: _____
Its

AS SURETY

Name of Agent: Benjamin H. French Attorney-in-Fact & Fla. Resident Agent

Address: One Tower Square, Hartford, CT 06183

Form Approved:

James R. McCaig
Office of General Counsel

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

Bond No. 106833272

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Benjamin H. French, Clyde D. Hara, K. Wayne Walker, L. Dale Waldorff, Pamela L. Jarman, Paul A. Locascio, and Rebekah G. Wolf of Fort Walton Beach, Florida, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge anyand all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in theirbusiness of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakingsrequired or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

State of Connecticut

City of Hartford ss

By _____
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal

My Commission expires the 30th day of June, 2021

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27 day of April, 2018

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Bond No. 106833272

WALDORFF

INSURANCE & BONDING

April 16, 2018

City of Jacksonville
214 N. Hogan Street
Jacksonville , FL

RE: Baker Klein Engineering, P. L.
Bond No. 106833272
Project: Riverplace Bicycle and Pedestrian Improvements, Jacksonville , FL

To Whom It May Concern:

Please be advised that this letter will serve, as confirmation to date the performance bond, payment bond and power of attorney on the above referenced project that our client, Baker Klein Engineering, P. L. , is going to perform. Please make sure the date is the same date of the contract or later.

If there are any questions or need for further information please contact us.

Sincerely yours,

Benjamin H. French
Attorney-In-Fact
Traveler Casualty and Surety Company of America

MAIN OFFICE
45 EGLIN PARKWAY, NE SUITE 202
FORT WALTON BEACH, FL 32548
(850) 581-4925 FAX (850) 581-4930
TOLL FREE: (800) 342-7621

Trusted Choice®

1110 NW 6TH STREET
GAINESVILLE, FL 32601-4247
(352) 374-7779 FAX (850) 581-4930
TOLL FREE: (888) 901-3841

WWW.WALDORFFINSURANCE.COM

FRONT PAGE OF PUBLIC PAYMENT & PERFORMANCE BOND
In compliance with F.S. Chapter 255.05(1)(a)

Bond No.:	106833272
Contractor Name:	Baker Klein Engineering, P. L.
Contractor Address:	219 N. Newnan Street, 2nd Fl, Jacksonville, FL 32202
Contractor Phone No:	904-356-8520
Surety Company Name:	Traveler Casualty and Surety Company of America
Surety Company Address:	One Tower Square, Hartford, CT 06183
Surety Company Phone No:	860-277-0111
Agent Name:	Waldorff Insurance & Bonding, Inc.
Agent Address:	1110 NW 6th Street Gainesville, FL 32601
Agent Phone No:	(352) 374-7779
Obligee Name:	City of Jacksonville
Obligee Address:	214 N. Hogan Street, Fl.
Obligee Phone No:	904-255-8759
Bond Amount:	$4,531,906.35
Contract No: (if applicable)	
Description of Work:	Riverplace Bicycle and Pedestrian Improvements
Project Address:	, Jacksonville , Fl.

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon

Client#: 1572684 131BAKERKLE1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/20/2018

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
BB&T Insurance Services, Inc.
PO Box 4927
Orlando, FL 32802-4927
407 691-9600

CONTACT NAME: Todd Bishop
PHONE (A/C, No, Ext): 904-361-5270 FAX (A/C, No): 888-635-4183
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Surplus Insurance Corp	10725
INSURER B : Scottsdale Insurance Company	41297
INSURER C : Builders Mutual Insurance Corpo	10844
INSURER D : Homeland Insurance Company of N	34452
INSURER E : Wesco Insurance Company	10127
INSURER F : Investors Specialty Insurance	

INSURED
Baker Klein Engineering PL
219 N. Newnan Street, 2nd FL
Jacksonville, FL 32202

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	100024250402	02/07/2018	02/07/2019	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY			WPP161264200	02/07/2018	02/07/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			XLS0104078	02/07/2018	02/07/2019	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WCP105683701	02/07/2018	02/07/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	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
D	Professional Liab			V215EB180101	01/01/2018	01/01/2019	$2,000,000 Each Claim $2,000,000 Agg;ded-25k	
F	Pollution Liab			002965401	11/12/2017	11/12/2018	1M Each Occ/$2M Agg	

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

Re: Project Name: Riverplace Boulevard Bicycle and Pedestrian Improvements Project

Additional Insured status is granted with respect to General Liability if required by written contract per Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization Forms CG 2010 (07/04) & Additional Insured-Owners, Lessees or Contractors-Completed Operations Form CG 2037 (07/04).
General Liability coverage is primary and non-contributory as per form CGL 1031 (04/03).

CERTIFICATE HOLDER

City of Jacksonville
214 N Hogan Street, Room 110
1st Floor, Ed Ball Building
Jacksonville, FL 32202

CANCELLATION

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

Todd William Bishop

© 1988-2014 ACORD CORPORATION. All rights reserved.

SUBJECT: RIVERPLACE BOULEVARD BICYCLE AND PEDESTRIAN IMPROVEMENTS

BID #: CP-0043-18 OPEN DATE: 2017-12-06

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION PARTICIPATION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: TOTAL BASE BID LOWEST RESPONSIVE, RESPONSIBLE BIDDER

180334

NUMBER OF BIDS INVITED: (6) NUMBER RECEIVED: (5) OTHER (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject bid was approved on 01/11/18 to enter into post-bid/pre-award negotiations with Baker Klein Engineering, P.L.

Recommend approval to correct award cover approved on 01/11/18 due to scrivener's error the correct price for Baker Klein should have been $4,784,121.77, not $4,746,483.77 which was listed.

Recommend approval of award to Baker Klein Engineering, P.L., in the amount of $4,531,906.35 (city's portion) for Parts A-G, as a result of negotiations resulting in a net savings of $96,142.32 due to sales tax savings for materials to be purchased by the City on behalf of the contractor, value engineering to reuse 13 existing double acorn light fixtures and a reduction in the price for mobilization, as detailed in "Exhibit A". Part H in the amount of $156,073.10 will be funded by JEA in a separate agreement.

This award will be funded by account(s): DICP32UTID-06505-DI0100-01- $4,087,014.64; DICP32UTID-06801-DI0100-01- $444,891.71 to be executed by formal contract through Office of General Counsel.

Attachments: Recommendation Memo, Exhibit A, Bid Tabulation, JSEB Letter, Basis of Award, Previous Award

ANALYST: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Tom Fallin, P.E., Chief, Engineering and Construction Management Division

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

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 3/29/18

OTHER:

ACTION OF AWARDING AUTHORITY DATE 3/31/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

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

SUBJECT: RIVERPLACE BOULEVARD BICYCLE AND PEDESTRIAN IMPROVEMENTS

BID #: CP-0043-18 OPEN DATE: 2017-12-06

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION PARTICIPATION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: TOTAL BASE BID LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (6) NUMBER RECEIVED: (5) OTHER (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to enter into post-bid/pre-award negotiations with lowest responsive, responsible bidder Baker Klein Engineering, P.L., pursuant to Chapter 126, Part 2, 126.201(D)(4).

The project exceeds the $4,723,717.00 in available funds. Baker Klein total amount is $4,746,483.77.

Attachments: Recommendation Memo, Bid Tabulation Sheet, JSEB Letter, Basis of Award, Scope of Work

ANALYST: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Tom Fallin, P.E., Chief, Engineering and Construction Management Division

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

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 01/11/18

Teresa R. Eilman _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 1/11/18

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Sam E. Mousa
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 15-05

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Baker Construction Services LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
219 N. Newnan Street, 2nd Floor

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville, FL 32202

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
8 2 - 3 9 6 0 2 2 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ James K Baker Date ▶ 5/21/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

SUBJECT: RIVERPLACE BOULEVARD BICYCLE AND PEDESTRIAN IMPROVEMENTS

BID #: CP-0043-18 **OPEN DATE:** 2017-12-06

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION PARTICIPATION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: TOTAL BASE BID LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (6) **NUMBER RECEIVED:** (5) **OTHER** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject bid was approved on 01/11/18 to enter into post-bid/pre-award negotiations with Baker Klein Engineering, P.L.

Recommend approval to correct award cover approved on 01/11/18 due to scrivener's error the correct price for Baker Klein should have been $4,784,121.77, not $4,746,483.77 which was listed.

Recommend approval of award to Baker Klein Engineering, P.L., in the amount of $4,531,906.35 (city's portion) for Parts A-G, as a result of negotiations resulting in a net savings of $96,142.32 due to sales tax savings for materials to be purchased by the City on behalf of the contractor, value engineering to reuse 13 existing double acorn light fixtures and a reduction in the price for mobilization, as detailed in "Exhibit A". Part H in the amount of $156,073.10 will be funded by JEA in a separate agreement.

This award will be funded by account(s): DICP32UTID-06505-DI0100-01- $4,087,014.64; DICP32UTID-06801-DI0100-01- $444,891.71 to be executed by formal contract through Office of General Counsel.

Attachments: Recommendation Memo, Exhibit A, Bid Tabulation, JSEB Letter, Basis of Award, Previous Award

ANALYST: MARILYN LAIDLER **RESPECTFULLY SUBMITTED** GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Tom Fallin, P.E., Chief, Engineering and Construction Management Division

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

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 3/29/18

OTHER:

ACTION OF AWARDING AUTHORITY DATE 3/31/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

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

SUBJECT: RIVERPLACE BOULEVARD BICYCLE AND PEDESTRIAN IMPROVEMENTS

BID #: CP-0043-18 **OPEN DATE:** 2017-12-06

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION PARTICIPATION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: TOTAL BASE BID LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (6) **NUMBER RECEIVED:** (5) **OTHER** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to enter into post-bid/pre-award negotiations with lowest responsive, responsible bidder Baker Klein Engineering, P.L., pursuant to Chapter 126, Part 2, 126.201(D)(4).

The project exceeds the $4,723,717.00 in available funds, Baker Klein total amount is $4,746,483.77.

Attachments: Recommendation Memo, Bid Tabulation Sheet, JSEB Letter, Basis of Award, Scope of Work

ANALYST: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Tom Fallin, P.E., Chief, Engineering and Construction Management Division

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

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 01/11/18

Teresa R. Eibner OTHER:

ACTION OF AWARDING AUTHORITY DATE 1/11/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

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