

8877-09
Amend 2

SECOND AMENDMENT TO UNIT PRICE CONTRACT
(PAID BY SUBSEQUENT PURCHASE ORDERS)
BETWEEN
THE CITY OF JACKSONVILLE
AND
UNITED SERVICE CONNECTION, INC.
FOR
COUNTYWIDE HARDSCAPE MAINTENANCE AND CONSTRUCTION

~~October~~ ^{Nov.} THIS SECOND AMENDMENT to Agreement is made and entered into this 4 day of ~~October~~, 2013 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter sometimes the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and UNITED SERVICE CONNECTION, INC., a Florida profit corporation (hereinafter the "Contractor") with offices located at 11250-15 Old St. Augustine Road #376, Jacksonville, Florida 32257.

RECITALS:

WHEREAS, on August 17, 2011, City and Contractor made and entered into City of Jacksonville Contract No. 8877-09 (hereinafter the "Agreement"); and

WHEREAS, said Agreement has been amended one (1) time previously; and

WHEREAS, said Agreement should be amended by exercising the second and final renewal option so as to extend the service period from October 1, 2013 to September 30, 2014, with no renewal options remaining, with no increase in the maximum indebtedness, such maximum indebtedness remaining a not-to-exceed amount of \$1,345,100.00, and with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants and promises hereinafter contained, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 8 of said Agreement is amended, in part, by exercising the second and final renewal option so as to extend the service period from October 1, 2013, to September 30, 2014, with no renewal options remaining and, as amended, shall read as follows:

“8. The period of service for this Contract shall commence on June 30, 2011, and shall continue in full force and effect until September 30, 2014.”

3. Section 9 of said Agreement is stricken in its entirety.

4. The total maximum indebtedness shall remain a not-to-exceed amount of \$1,345,100.00.

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms and conditions of said Agreement of August 17, 2011, shall remain unchanged and shall continue in full force and effect.

[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:

CITY OF JACKSONVILLE, FLORIDA

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



By Alvin Brown
Alvin Brown, Mayor

OWNER

In accordance with Section 24.02 of the *Procurement Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Belton
Director of Finance
City Contract Number: 8877-09, Amd #2
BT

Form Approved:

James R. McCain, Jr.
Office of General Counsel

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

ATTEST:

UNITED SERVICE CONNECTION, INC.

Jimmy L. Setzer
Signature
JIMMY L. SETZER
Type/Print Name
VP.
Title

Jennifer S. Setzer
Signature
JENNIFER S. SETZER
Type/Print Name
PRESIDENT
Title

CONTRACTOR

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

CONTRACT NUMBER 8817-07

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

PERFORMANCE BOND

REQUIRED

BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: United Service Connection, Inc.

Principal Business Address: 11250-15 Old St. Augustine Road #376, Jacksonville, FL 32257

Telephone: (904) 838-1015

As to the Surety:

Name: --Bankers Insurance Company

Principal Business Address: 11101 Roosevelt Blvd, North St. Petersburg, Florida 33716

Telephone: 818-449-3109

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 609 St. Johns Bluff Road North, Jacksonville, Florida 32202

Telephone: (904) 472-2859

Description of project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, equipment, supervision and performing all operations necessary for Countywide Hardscape Maintenance & Construction on any street, highway, City property or private property with approved easements within the city limits of Jacksonville, Florida (hereinafter referred to as the "Project") including, but not limited to: maintenance and construction of various inanimate structures and features together with all appurtenant work necessary to accomplish a complete landscape and complete the Project, all in accordance with plans and specifications, for City Bid # CP-0110-11.

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

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND Bond Number 3219879

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, That UNITED SERVICE

CONNECTION, INC., as Principal, (hereinafter called "Contractor"), and Bankers Insurance Company _____, a corporation organized and existing under the laws of the State of Florida and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter called "City"), in the sum of ONE HUNDRED THOUSAND AND 00/100 USD (\$100,000.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 8877-09 (to be inserted by the City) (the "Contract"), dated as of the 17 day of AUGUST, 2011 for furnishing, not by way of limitation, all labor, materials, equipment, supervision and performing all operations necessary for Countywide Hardscape Maintenance & Construction on any street, highway, City property or private property with approved easements within the city limits of Jacksonville, Florida (hereinafter referred to as the "Project") including, but not limited to: maintenance and construction of various inanimate structures and features together with all appurtenant work necessary to accomplish a complete landscape and complete the Project, all in accordance with plans and specifications, for City Bid #

CP-0110-11, under Bid numbered CP-0110-11, of Specifications entitled *SPECIFICATIONS FOR COUNTYWIDW HARDSCAPE MAINTENANCE AND CONSTRUCTION* for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by the City of Jacksonville, Department of Public Works, Right-of-Way and Grounds Maintenance Division, bid numbered CP-0110-11, bid date June 22, 2011 and any advertisement for bids for said work and the drawings, plans and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: (1) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and (2) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and (3) pay the City all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; then this Bond shall be void; otherwise it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

- (1) Within a reasonable time, but in no event later than thirty (30) days, from the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or
- (2) (A) Within a reasonable time, but in no event longer than sixty (60) days of the City's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the City may elect, to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price", as used in this

Bond, shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. (C) Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees , including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

- (3) Within a reasonable time, but in no event later than thirty (30) days from City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save the City harmless from any and all claims and damages, arising from the Contractor's default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise

by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

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

SIGNED AND SEALED THIS 4 DAY OF NOV, 2013

ATTEST:

UNITED SERVICE CONNECTION, INC.

SIGNATURE

WITNESS

JIMMY L. SEDEK

TITLE VP.

JENNIFER S. SETZER
TYPE/PRINT NAME

President

TITLE

AS PRINCIPAL

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

WITNESS

BANKERS INSURANCE COMPANY

BY CAROL A HOPSON

NAME OF AGENT: CAROL A HOPSON

1163 NATURES HAMMOCK RD N.

ST JOHNS, FLORIDA 32259

904-230-1140 FAX 904-230-1399

NOTE; DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT

FORM APPROVED:

James R. McCarroll
OFFICE OF GENERAL COUNSEL

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

CONTRACT NUMBER 8877-09

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

PAYMENT BOND

REQUIRED

BY SECTION 255.95, FLORIDA STATUTES

As to the Contractor/Principal:

Name: United Service Connection, Inc.

Principal Business Address: 11250-15 Old St. Augustine Road #376, Jacksonville, FL 32257

Telephone: (904) 838-1015

As to the Surety:

Name: Bankers Insurance Company

Principal Business Address: 11101 Roosevelt Blvd N. St. Petersburg, Florida 33716

Telephone: 800-627-0000

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 609 St. Johns Bluff Road North, Jacksonville, Florida 32202

Telephone: (904) 472-2859

Description of project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, equipment, supervision and performing all operations necessary for Countywide Hardscape Maintenance & Construction on any street, highway, City property or private property with approved easements within the city limits of Jacksonville, Florida (hereinafter referred to as the "Project") including, but not limited to: maintenance and construction of various inanimate structures and features together with all appurtenant work necessary to accomplish a complete landscape and complete the Project, all in accordance with plans and specifications, for City Bid # CP-0110-11.

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CITY OF JACKSONVILLE, FLORIDA

PAYMENT BOND Bond Number 3219879

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES
KNOW ALL MEN BY THESE PRESENTS, That UNITED SERVICE**

**CONNECTION, INC., as Principal, (hereinafter called "Contractor"), and
Bankers Insurance Company _____, a corporation organized and existing under the laws
of the State of Florida _____ and duly authorized to conduct and carry on a general surety
business in the State of Florida, as Surety (hereinafter called "Surety"), are each held and firmly
bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee
(hereinafter called "City"), in the sum of ONE HUNDRED THOUSAND AND 00/100 USD
(\$100,000.00), lawful money of the United States of America, for the payment whereof Contractor
and Surety bind themselves, their respective heirs, executors, administrators, legal representatives,
successors and assigns, jointly and severally, firmly by these presents.**

**WHEREAS, the Principal made and entered into City Contract
Number 8877-09 (to be inserted by the City) (the "Contract"), dated as of the
17 day of August, 2011 for furnishing, not by way of limitation, all labor,
materials, equipment, supervision and performing all operations necessary for Countywide
Hardscape Maintenance & Construction on any street, highway, City property or private property
with approved easements within the city limits of Jacksonville, Florida (hereinafter referred to as the
"Project") including, but not limited to: maintenance and construction of various inanimate
structures and features together with all appurtenant work necessary to accomplish a complete
landscape and complete the Project, all in accordance with plans and specifications, for City Bid #**

CP-0110-11, under Bid numbered CP-0110-11, of Specifications entitled *SPECIFICATIONS FOR COUNTYWIDW HARDSCAPE MAINTENANCE AND CONSTRUCTION* for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by the City of Jacksonville, Department of Public Works, Right-of-Way and Grounds Maintenance Division, bid numbered CP-0110-11, bid date June 22, 2011 and any advertisement for bids for said work and the drawings, plans and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

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

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly, by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and 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 appellate proceedings, that the City sustains because of the Principal's failure to promptly make

payments to all claimants as provided above,

then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically Section 255.05, Florida Statutes.

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

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

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

PROVIDED further, that the said Surety, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect 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.

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

SIGNED AND SEALED THIS 4 DAY OF NOV, 2013

ATTEST:

UNITED SERVICE CONNECTION, INC.

SIGNATURE [Signature]
WITNESS [Signature]
JIMMY L. SETZER
TITLE VP.

JENNIFER S. SETZER
TYPE/PRINT NAME
PRESIDENT
TITLE
AS PRINCIPAL

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

[Signature]
WITNESS

BANKERS INSURANCE COMPANY

[Signature]
BY CAROL A HOPSON

NAME OF AGENT: CAROL A HOPSON
1163 NATURES HAMMOCK RD N.
ST JOHNS, FLORIDA 32259
904-230-1140 FAX 904-230-1399

NOTE; DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT

FORM APPROVED:

[Signature]
OFFICE OF GENERAL COUNSEL

Power of Attorney

3219879

Bankers Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **BANKERS INSURANCE COMPANY**, a corporation duly organized under the laws of the State of Florida, and having its principal office in the City of St. Petersburg, Pinellas County, Florida, does hereby nominate, constitute and appoint:

* Carol A. Hopson *

of the City of Jacksonville, Duval County, State of Florida, its true and lawful Attorney-in-fact, with full power and authority hereby conferred upon him/her to make, execute, seal and deliver for and on its behalf, as Surety, as its act and deed, any and all bonds, undertakings consent or Agreement not exceeding the sum of Three Million and xx/100 dollars ----- \$3,000,000.00 which this Company may be authorized to write.

This Power of Attorney is granted and is signed and sealed under and by the authority of the following resolutions adopted by the Board of Directors of Bankers Insurance Company, and now in force to-wit:

BE IT RESOLVED, that the Chairman of the Board, President and any Vice President of the Corporation are hereby authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the Corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the Corporation are hereby authorized to attest the execution of any such Power of Attorney.

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

IN WITNESS WHEREOF, Bankers Insurance Company has caused these presents to be executed by their duly authorized officers as of this 1st day of July, 2010.

ATTEST:

BANKERS INSURANCE COMPANY

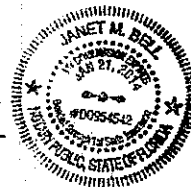
Nancy C. Haire
Nancy C. Haire, Assistant Secretary

By: Wilbur L. Martin, IV
Wilbur L. Martin, IV, President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me 1st day of July, 2010 by David K Meehan and Nancy C. Haire, as President and Assistant Secretary, respectively, of Bankers Insurance Company, a Florida corporation, on behalf of the corporation.

Janet M. Bell
(NOTARY PUBLIC)



I, the undersigned, Assistant Secretary of Bankers Insurance Company do hereby certify that the original Power of Attorney, of which the foregoing is a full, true and correct copy, is in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affix the corporate seal of the Corporation this _____ day of _____, 20 13

(SEAL)

Nancy C. Haire
Nancy C. Haire, Assistant Secretary