

6673 34

**CONTRACT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
UNITED BROTHERS DEVELOPMENT CORPORATION  
FOR  
CRYSTAL SPRINGS ROAD PHASE 2B**

**THIS CONTRACT** is executed as of this 22 day of July, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and UNITED BROTHERS DEVELOPMENT CORPORATION (hereinafter the "Contractor"), a Florida profit corporation with principal office at 6924 Distribution Avenue South, Jacksonville, Florida 32256, for Crystal Springs Road Phase 2B.

**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, supplies, and supervision and performing all operations necessary for the construction of roadway and drainage improvements on Hammond Boulevard, including all work specified in the Contract Documents, (hereinafter the "Project"), all in accordance with plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made May 29, 2015.

2. The Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by the Engineering Division of the City of Jacksonville's Department of Public Works and Transystems, bid numbered CP-0080-15, bid date May 20, 2015, designated as

Specifications for Crystal Springs Road Phase 2B Hammond Blvd from Crystal Springs Road to I-10, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are by this reference hereby specifically made a part hereof to the same extent as if fully set out herein, for a total amount not-to-exceed ONE MILLION SIX HUNDRED FOURTEEN THOUSAND NINE HUNDRED SEVENTY-FIVE AND 70/100 USD (\$1,614,975.70), at and for the prices and on the terms contained in the Contract Documents (\$338,578.49 for 91% of Part A and \$1,276,397.21 for 100% of Part B).

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. 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.

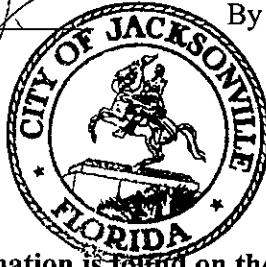
6. This Contract and all amendments thereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

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

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By James R. McCain, Jr.  
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

Encumbrance & funding information is found on the next page.

WITNESS:

UNITED BROTHERS DEVELOPMENT CORPORATION

Denise M. Haller  
Signature

Charles Blewins  
Signature

Denise M. Haller  
Type/Print Name

CHARLES BLEWINS  
Type/Print Name

Controller  
Title

VICE PRESIDENT  
Title

CONTRACTOR

Form Approved

James R. McCain  
Office of General Counsel

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

CONTRACT NUMBER 6673-34  
(Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND NUMBER 016056978

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: United Brothers Development Corporation

Principal Business Address: 6924 Distribution Avenue South, Jacksonville, Florida 32256

Telephone: 904-262-3227

As to the Surety:

Name: Liberty Mutual Insurance Group

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

Telephone: ( ) 617-357-9500

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, 10<sup>th</sup> Floor, Jacksonville, Florida 32202

Telephone: (904)

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 the construction of roadway and drainage improvements on Hammond Boulevard, and all other related work described in the Scope of Work.

**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 United Brothers Development Corporation, as Principal (hereinafter the "Contractor"), and Liberty Mutual 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 the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of ONE MILLION SIX HUNDRED FOURTEEN THOUSAND NINE HUNDRED SEVENTY-FIVE AND 70/100 USD (\$1,614,975.70), 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 6673-34 (to be inserted by the City) (the "Contract"), dated as of the 22 day of July, 2015, for furnishing, not by way of limitation, all labor, material, and equipment, and performing all operations necessary for the construction of roadway and drainage improvements on Hammond Boulevard, including all work specified in the contract documents (hereinafter the "Project"), all in strict accordance with plans and specifications prepared by the Public Buildings Division of the City of Jacksonville's Department of Public Works and Transystems, bid

numbered CP-0080-15, bid date May 20, 2015, designated as Specifications for Crystal Springs Road Phase 2B Hammond Blvd from Crystal Springs Road to I-10, 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 intentionally left blank. Signature page follows immediately.]**

SIGNED AND SEALED this 22 day of July, 2015.

WITNESS:

UNITED BROTHERS DEVELOPMENT CORPORATION

Denise M Haller  
Signature

David Dostie  
Signature

Denise M Haller  
Type/Print Name

David Dostie  
Type/Print Name

Controller  
Title

President  
Title

AS PRINCIPAL

Signed, Sealed and Delivered  
in the Presence of:

Denise Pingel  
Denise Pingel

Liberty Mutual Insurance Company

By Ryan B. Gilway  
Its Attorney-in-Fact, Ryan B. Gilway

AS SURETY

Name of Agent: Green Hazel Insurance Group

Address: 10739 Deerwood Park Blvd, Suite 200

Jacksonville, FL 32256

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

Form Approved:

James R. McCaig  
Office of General Counsel

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

Certificate No. 6923208

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

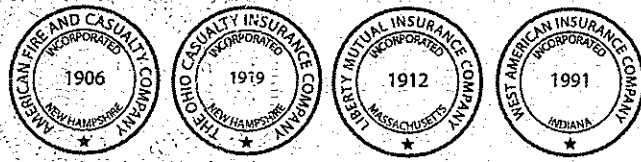
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradford W. Bush; Clarence F. Greene III; Kyle C. Whitman; Ryan B. Gilway

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of March 2015



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 27th day of March, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

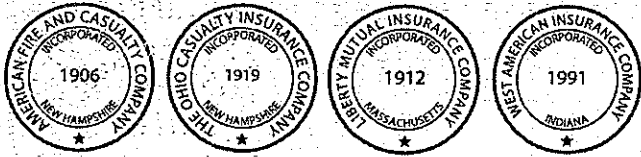
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact,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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22 day of July, 2015



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

CONTRACT NUMBER 1013-34  
(Contract Number to be inserted by the City of Jacksonville)

PAYMENT BOND NUMBER 016056978

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: United Brothers Development Corporation

Principal Business Address: 6924 Distribution Avenue South, Jacksonville, Florida 32256

Telephone: 904-262-3227

As to the Surety:

Name: Liberty Mutual Insurance Group

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

Telephone: ( ) 617-357-9500

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, 10<sup>th</sup> Floor, Jacksonville, Florida 32202

Telephone: \_\_\_\_\_

Description of project including address and description of improvements: furnishing, not by way of limitation, all labor, material, and equipment and performing all operations necessary for the construction of roadway and drainage improvements on Hammond Boulevard, and all other related work shown on construction plans and described in the Scope of Work.

**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 UNITED BROTHERS DEVELOPMENT CORPORATION, as Principal (hereinafter the "Contractor") and Liberty Mutual 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 MILLION SIX HUNDRED FOURTEEN THOUSAND NINE HUNDRED SEVENTY-FIVE AND 70/100 USD (\$1,614,975.70), 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 6073-34 (to be inserted by the City) (the "Contract"), dated as of the 22 day of July, 2015, for furnishing, not by way of limitation, all labor, material, and equipment and performing all operations necessary for the construction of roadway and drainage improvements on Hammond Boulevard and all other related work described in the Scope of Work (hereinafter the "Project"), all in strict accordance with plans and specifications prepared for the City of Jacksonville by the Public Buildings Division of the City of Jacksonville's Department of Public Works and Transystems, bid numbered CP-0080-15, bid date May 20, 2015, designated as

Specifications for Crystal Springs Road Phase 2B Hammond Blvd from Crystal Springs Road to I-10, 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 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 owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

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

SIGNED AND SEALED this 22 day of July, 2015.

WITNESS:

UNITED BROTHERS DEVELOPMENT CORPORATION

Denise M. Haller  
Signature

Denise M. Haller  
Type/Print Name

Controller  
Title

David Dostie  
Signature

David Dostie  
Type/Print Name

President  
Title

AS PRINCIPAL

Signed, Sealed and Delivered  
in the Presence of:

Denise Pingel  
Denise Pingel

Liberty Mutual Insurance Company

By: Ryan B. Gilway  
Attorney-in-Fact, Ryan B. Gilway

AS SURETY

Name of Agent: Greene Hazel Insurance Group

Address: 10739 Deerwood Park Blvd, Suite 200  
Jacksonville, FL 32256

Form Approved:

James K. McCall  
Office of General Counsel

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



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

Certificate No. 6923207

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

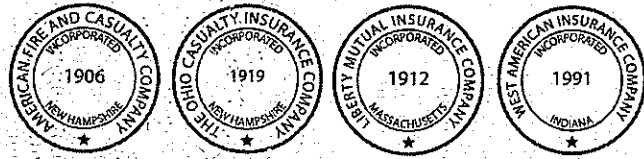
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradford W. Bush; Clarence F. Greene III; Kyle C. Whitman; Ryan B. Gilway

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of March, 2015.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 27th day of March, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

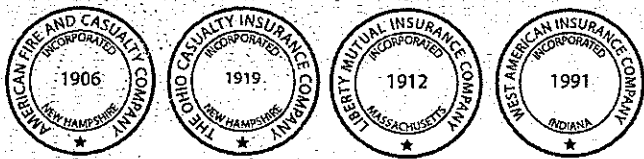
**ARTICLE XIII – Execution of Contracts** – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact,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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22 day of July, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2015

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 ASSOCIATES AGENCY, INC. 11470 N 53rd St Temple Terrace, FL 33617	CONTACT NAME:		
	PHONE (A/C, No, Ext): (813) 988-1234	FAX (A/C, No): (813) 988-0989	
	E-MAIL ADDRESS: agent@associatesins.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Trust Ins. Co.		20141
	INSURER B : FCCI INSURANCE CO.		10178
	INSURER C : FCCI Commercial Ins. Co.		33472
	INSURER D : Homeland Insurance Company of New York		34452
	INSURER E :		
	INSURER F :		

INSURED  
  
United Brothers Development Corp.  
6924 Distribution Ave S  
Jacksonville, FL 32256

## 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 SUBR (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL 0012575 4	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CA 0019610 4	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB 0013338 4	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		001-WC15A-67631	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Installation Floater		CM 0006446 4	01/01/2015	01/01/2016	150,000
D	Pollution Policy		7930028900000	01/01/2015	01/01/2016	1,000,000

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

Project: Crystal Springs Road Phase 2B

The City of Jacksonville, Florida c/o Public Works Department is an additional insured with regard to the general liability policy.

## CERTIFICATE HOLDER

## CANCELLATION

The City of Jacksonville, Florida c/o Public Works Department 214 N. Hogan St. 10th Floor Jacksonville, FL 32202	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

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SUBJECT: CRYSTAL SPRINGS RD PHS 2B(HAMMOND BLVD FROM CRYSTAL SPRINGS RD TO I-10

BID# CP-0080-15

OPEN DATE: 2015-05-20

**GENERAL GOVERNMENT AWARDS COMMITTEE**

KIND AND BASIS OF CONTRACT:

Construction Participation

150420

AGENCY: PUBLIC WORKS

BASIS OF AWARD: Total Base Bid to the Lowest Responsive, Responsible Bidder

NUMBER OF BIDS INVITED 10 NUMBER RECEIVED 4 OTHER

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**

Recommend approval of award to the lowest responsive, responsible bidder United Brothers Development Corporation in the amount of \$338,578.49 for 91% of Part A, and \$1,276,397.21 for 100% of Part B for a total award not-to-exceed \$1,614,975.70 for the City's portion. Remaining 9% of Part A in the amount of \$33,485.79 and Part C in the amount of \$162,133.35 to be awarded and encumbered by JEA.

Funding for the City's portion to be encumbered by account(s): PWCP331SD541-06505-PW0382-03-PWC012-10 - \$1,291,980.56 and PWCP331SD541-06801-PW0382-03-PWC012-10 - \$322,995.14 (materials) to be executed by formal contract through the Office of General Counsel.

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

BUYER: Daniel Pearson  
DANIEL PEARSON

RESPECTFULLY SUBMITTED: Gregory Pease  
GREGORY PEASE, CHIEF  
PROCUREMENT DIVISION

CONCURRENCE BY: James M. Robinson, P.E., Director of Department of Public Works

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING \_\_\_\_\_ DATE: 05/28/15

[Signatures]

OTHER: \_\_\_\_\_

ACTION OF AWARDDING AUTHORITY

DATE: 5/27/15

APPROVED [Signature]

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

SIGNATURE OF AUTHENTICATION

[Signature]

Cleveland Ferguson III  
Deputy Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2010-01  
FORM GB-108, Revision 2010-01