

8877-15  
Amd 1

**FIRST AMENDMENT TO CONTRACT  
(PAID BY SUBSEQUENT PURCHASE ORDERS)  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
UNITED SERVICE CONNECTION, INC.  
FOR  
PEDESTRIAN SAFETY IMPROVEMENT PROGRAM (WEST AREA)**

**THIS FIRST AMENDMENT** to Contract for a Pedestrian Safety Improvement Program in the West Area is executed as of this 24 day of Oct, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida (the "Owner" or the "City"), and UNITED SERVICE CONNECTION, INC., a Florida profit corporation with principal office at 8638 Philips Highway, Suite #7, Jacksonville, Florida 32256 (the "Contractor").

**WHEREAS**, effective October 17, 2014, City and Contractor made and entered into City of Jacksonville Contract No. 8877-15 (hereinafter the "Agreement"); and

**WHEREAS**, said Agreement has not been amended previously; and

**WHEREAS**, said Agreement should be amended by increasing the maximum indebtedness by \$192,394.00 to a new not-to-exceed amount of \$500,000.00 for the period October 17, 2014, through September 30, 2016, and by exercising the first of four (4) renewal options so as to extend the period of service from October 1, 2015, through September 30, 2016, with three (3) one (1) year renewal options remaining, and with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

**IN CONSIDERATION** of said Agreement and for other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, the parties agree to amend said Agreement 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 2 of said Agreement is amended by increasing the maximum indebtedness by \$192,394.00 to a new not-to-exceed amount of \$500,000.00 for the period October 17, 2014, through September 30, 2016, and as amended shall read as follows:

“2. The Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said work in accordance with plans and specifications prepared by the Department of Public Works, bid numbered JCS-0016-15, bid date October 1, 2014, designated as SPECIFICATIONS FOR PEDESTRIAN SAFETY IMPROVEMENT PROGRAM WEST AREA DUVAL COUNTY, 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 (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, in the total annual amount not-to-exceed FIVE HUNDRED THOUSAND AND 00/100 USD (\$500,000.00), at and for the prices and on the terms contained in the Contract Documents; provided however, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase orders are issued.”

3. Section 4 of said Agreement is amended by exercising the first of four (4) renewal options so as to extend the period of service from October 1, 2015, through September 30, 2016, with three (3) one (1) year renewal options remaining, and as amended shall read as follows:

"4. The term of this Contract shall become effective as of October 17, 2014, and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until September 30, 2016, or earlier termination, with three (3) one (1) year renewal options."

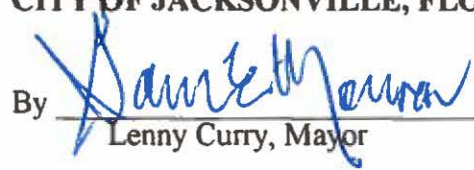
SAVE AND EXCEPT as expressly amended herein, the provisions, terms, and conditions of said Agreement shall remain unchanged and shall continue in full force and effect.

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

ATTEST:

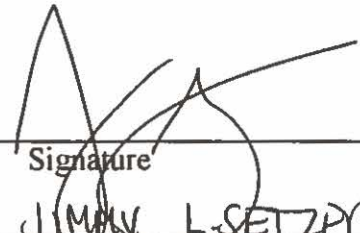
By   
James R. McCain, Jr.  
Corporation Secretary




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  
JIMMY L. SETZER  
\_\_\_\_\_  
Type/Print Name  
VP  
\_\_\_\_\_  
Title

UNITED SERVICE CONNECTION,  
INC.  
  
\_\_\_\_\_  
Signature  
JENNIFER S. SETZER  
\_\_\_\_\_  
Type/Print Name  
PRESIDENT  
\_\_\_\_\_  
Title

CONTRACTOR

G:\Govt Operations\JM Cain\HW\Amendments\United Serv Connection.K8877-15.#1.Ped Safety.West.080415.rtf

ENCUMBRANCE & FUNDING INFORMATION:

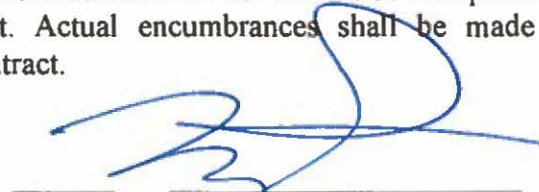
Account.....PWCP31OSD541-06505-PW0360-01

Amount.....\$192,394.00

**Total Maximum Indebtedness: \$500,000.00**

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one or more subsequently issued Purchase Orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Orders are issued.

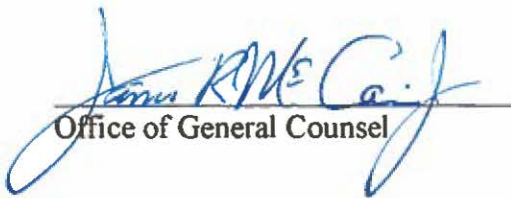
In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequent purchase orders as specified in said Contract.



Director of Finance  
City Contract No.#8877-15, Amd #1



Approved as to form:



Office of General Counsel



SUBJECT: PEDESTRIAN SAFETY IMPROVEMENT PROGRAM-WEST AREA- (JSEB SET-ASIDE)

BID# JCS-0016-15

OPEN DATE: 2014-10-01

**GENERAL GOVERNMENT AWARDS COMMITTEE**

KIND AND BASIS OF CONTRACT:

CONSTRUCTION SUPPLY- DATE OF AWARD THROUGH SEPTEMBER 30, 2015, WITH FOUR (4) ONE (1) YEAR RENEWALS

AGENCY: ROW & GROUNDS

BASIS OF AWARD: LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED 2 NUMBER RECEIVED 1 OTHER 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**

Subject bid was awarded on 10/17/14 to United Service Connection, Inc.(Contract #8877-15), in the amount of \$307,606.00.

Recommend approval to utilize the First Renewal Option with United Service Connection, Inc., in the annual expenditure amount of \$192,394.00, for a revised total award amount not-to-exceed \$500,000.00. Period of Service will be from October 1, 2015 through September 30, 2016, with three (3) one (1) year renewal options.

Funding for this award to be encumbered by account: PWCP31OSD541-06505-PW0360-01 to be executed by contract amendment #1 through Office of General Counsel and then processed by individual Purchase Order(s).

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2015. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event the funds are appropriated.

Attachments: Recommendation Memo, Vendor Letter, Contract Terms, Previous Award

BUYER: [Signature]  
DANIEL PEARSON

RESPECTFULLY SUBMITTED: [Signature]  
GREGORY PEASE, CHIEF  
PROCUREMENT DIVISION

CONCURRENCE BY: Steve Long, Jr., P.E., Chief, Right of Way and Stormwater Maintenance Division

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

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING \_\_\_\_\_ DATE: 8/30/15

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

ACTION OF AWARDING AUTHORITY \_\_\_\_\_ DATE: 7/30/15

APPROVED [Signature] DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

SIGNATURE OF AUTHENTICATION [Signature]

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

SUBJECT: PEDESTRIAN SAFETY IMPROVEMENT PROGRAM-WEST AREA- (JSEB SET-ASIDE)

BID# JCS-0016-15

OPEN DATE: 10/1/2014

**GENERAL GOVERNMENT AWARDS COMMITTEE**

KIND AND BASIS OF CONTRACT:  
CONSTRUCTION SUPPLY

AGENCY: ROW & GROUNDS

BASIS OF AWARD: LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED 2 NUMBER RECEIVED 1 OTHER 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**

Recommend approval of award to United Service Connection, Inc., as the lowest responsive, responsible bidder in the total base bid amount of \$307,606.00. Period of Service will be from date of award through September 30, 2015, with four (4) one (1) year renewal options.

Funding for this award to be encumbered by account: PW3060 to be paid by various Purchase Order(s).

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

BUYER: Marilyn Aidler  
MARILYN AIDLER

RESPECTFULLY SUBMITTED: Gregory Pease  
GREGORY PEASE, CHIEF  
PROCUREMENT DIVISION

CONCURRENCE BY: Steve D. Long, Jr., P.E., Chief, Right of Way and Grounds Maintenance Division

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

**ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE**

MEMBERS APPROVING 3 MEMBERS DISAPPROVING \_\_\_\_\_ DATE: 10/16/14

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

ACTION OF AWARDED AUTHORITY \_\_\_\_\_ DATE: 10/17/14

APPROVED  \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

SIGNATURE OF AUTHENTICATION Karen Bowling

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



# CERTIFICATE OF LIABILITY INSURANCE

UNITE-B

OP ID: ED

DATE (MM/DD/YYYY)  
03/23/2015

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).

<b>PRODUCER</b> GHG Insurance A Division of Sihle Ins Group 751 Oak St. Suite 100 Jacksonville, FL 32204 Tim Gaskin	<b>CONTACT NAME:</b> Edra Waller <b>PHONE (A/C, No, Ext):</b> 904-421-8612 <b>E-MAIL ADDRESS:</b> ewaller@ghgins.com	<b>FAX (A/C, No):</b> 904-421-8601													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Westfield Insurance Group</td> <td>24112</td> </tr> <tr> <td>INSURER B : FFVA Mutual Ins Co</td> <td>10385</td> </tr> <tr> <td>INSURER C : Underwriters at Lloyd's Londo</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westfield Insurance Group	24112	INSURER B : FFVA Mutual Ins Co	10385	INSURER C : Underwriters at Lloyd's Londo		INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> United Service Connection Inc. 8638 Philips Hwy Suite7 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CWP4295129	03/22/2015	03/22/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CWP4295129	03/22/2015	03/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION S						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC84000236232015A	01/05/2015	01/05/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liab.			PGIARK01472903	10/17/2014	10/17/2015	Occurrenc 1,000,000
							Aggregate 2,000,000

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

City of Jacksonville is additional insured as respects General Liability per form CG2037 0413 and Pollution Liability per form RHIC6227 01 08 when required by written contract or agreement. A Waiver of Subrogation applies in favor of the City of Jacksonville on the General Liability and Pollution Liability policies.

**CERTIFICATE HOLDER**

CITYJA1

City of Jacksonville  
 Public Works Department  
 Right of Way & Grounds Mainten  
 609 St. Johns Bluff Rd. N.  
 Jacksonville, FL 33225

**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

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**CONTRACT NUMBER** 8877-15  
(Contract Number to be inserted by the City of Jacksonville)

**PERFORMANCE BOND NUMBER** 3231614

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: United Service Connection, Inc.

Principal Business Address: 8638 Philips Highway, Suite #7, Jacksonville, Florida 32256

Telephone: 904-838-1015

As to the Surety:

Name: Bankers Insurance Company

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

Telephone: (727) 804-4182

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) 998-5396

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 concrete sidewalks and appurtenant work in the West Area, including but not limited to enclosing existing drainage ditches as required for installation of sidewalks, and all other related work shown on construction plans and described in the Scope of Work.

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**CITY OF JACKSONVILLE, FLORIDA**

**PERFORMANCE BOND**

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

KNOW ALL MEN BY THESE PRESENTS, that UNITED SERVICE CONNECTION, INC., as Principal (hereinafter the "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 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 Hundred Ninety Two Thousand Three Hundred Ninety Nine 00/100ths** (\$192,394.00) 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 8877-15 (to be inserted by the City) (the "Contract"), dated as of the 17th day of October, 2014, for furnishing, not by way of limitation, all labor, materials, and equipment, and performing all operations necessary for the construction of concrete sidewalks and appurtenant work in the West Area, including but not limited to enclosing existing drainage ditches as required for installation of sidewalks, and all other related work shown on construction plans and described in the Scope of Work, all in accordance with plans and specifications entitled **SPECIFICATIONS FOR PEDESTRIAN SAFETY IMPROVEMENT PROGRAM WEST**

AREA DUVAL COUNTY for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by the Department of Public Works, bid numbered JCS-0016-15, bid date October 1, 2014, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor, and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hercof 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 that 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.

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.]**

Northwithstanding the provisions of the Contract, the term of this bond shall apply from ~~October 2, 2015~~ Until September 30, 2016, and may be extended by the Surety by continuation certificate. However, neither non-Renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

SIGNED AND SEALED this 26 day of Oct, 2015.

ATTEST:

[Signature]  
Signature  
JIMMY L. SETZER  
Type/Print Name  
VP.  
Title

UNITED SERVICE CONNECTION, INC.

[Signature]  
Signature  
Jennifer Setzer  
Type/Print Name  
President  
Title

AS PRINCIPAL

Signed, Sealed and Delivered  
in the Presence of:

[Signature]

Bankers Insurance Company  
By [Signature]  
Its Attorney-in-Fact

AS SURETY

Name of Agent: Carol A Hopson  
Address: 1163 Natures Hammock Rd. N.  
St. Johns, Florida 33259  
904-230-1140

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

Form Approved:

[Signature]  
Office of General Counsel

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

CONTRACT NUMBER 8877-15  
(Contract Number to be inserted by the City of Jacksonville)

PAYMENT BOND NUMBER 3231614

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: United Service Connection, Inc.

Principal Business Address: 8638 Philips Highway, Suite #7, Jacksonville, Florida 32256

Telephone: 904-803-1015

As to the Surety:

Name: Bankers Insurance Company

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

Telephone: (727) 803-4182

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) 998-5396

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 concrete sidewalks and appurtenant work in the West Area, including but not limited to enclosing existing drainage ditches as required for installation of sidewalks, and all other related work shown on construction plans and described in the Scope of Work.



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**CITY OF JACKSONVILLE, FLORIDA**

**PAYMENT BOND**

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

KNOW ALL MEN BY THESE PRESENTS, that UNITED SERVICE CONNECTION, INC., as Principal (hereinafter the "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 the "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 THREE HUNDRED SEVEN THOUSAND SIX HUNDRED SIX AND 00/100 USD (\$307,606.00), 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 8877-15 (to be inserted by the City) (the "Contract"), dated as of the 17th day of October, 2014, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the construction of concrete sidewalks and appurtenant work in the West Area, including but not limited to enclosing existing drainage ditches as required for installation of sidewalks, and all other related work shown on construction plans and described in the Scope of Work, in strict accordance with plans and specifications prepared by the Department of Public Works, entitled SPECIFICATIONS FOR PEDESTRIAN SAFETY IMPROVEMENT

PROGRAM WEST AREA DUVAL COUNTY, bid numbered JCS-0016-15, bid date October 1, 2014, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

**NOW, THEREFORE, THE 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 supplies that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work and any authorized extensions or modifications of such Contract; and

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

(3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including 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.

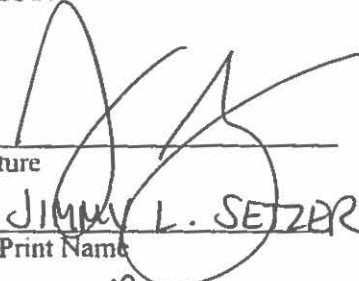
**PROVIDED FURTHER**, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies in accordance with the requirements 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 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 26 day of Oct, 2014.

ATTEST:

  
\_\_\_\_\_  
Signature  
JIMMY L. SETZER  
\_\_\_\_\_  
Type/Print Name  
VP  
\_\_\_\_\_  
Title

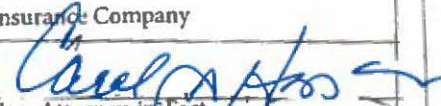
UNITED SERVICE CONNECTION,  
INC.

  
\_\_\_\_\_  
Signature  
Jennifer Setzer  
\_\_\_\_\_  
Type/Print Name  
President  
\_\_\_\_\_  
Title

AS PRINCIPAL

Signed, Sealed and Delivered  
in the Presence of:

  
\_\_\_\_\_  
Notary Public

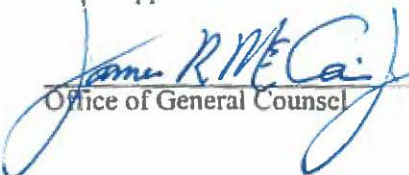
Bankers Insurance Company  
By:   
\_\_\_\_\_  
Its Attorney-in-Fact

AS SURETY

Name of Agent: Carol A Hopson

Address: 1163 Natures Hammock Rd. N.  
St. Johns Florida 33259  
904-230-1140

Form Approved:

  
\_\_\_\_\_  
Office of General Counsel

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



# Power of Attorney

3231614

## 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 St. Johns , 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 4<sup>th</sup> day of April, 2013.

ATTEST:

Ian Barber  
Ian Barber, Assistant Secretary

**BANKERS INSURANCE COMPANY**  
By: Wilbur L. Martin IV  
Wilbur L. Martin IV, President

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me 4th day of April, 2013 by Wilbur L. Martin IV and Ian Barber, as President and Assistant Secretary, respectively, of Bankers Insurance Company, a Florida corporation, on behalf of the corporation.

Personally known  OR Produced Identification - Type of Identification Provided \_\_\_\_\_

(SEAL) 

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 26 day of October , 20 13

(SEAL) Ian Barber  
Ian Barber, Assistant Secretary