

8877-11  
Amd 2

**AMENDMENT NUMBER TWO TO UNIT PRICE CONTRACT**  
(Paid by Subsequent Funding Releases to Master Blanket Purchase Order)  
**BETWEEN**  
**THE CITY OF JACKSONVILLE**  
**AND**  
**UNITED SERVICE CONNECTION, INC.**  
**FOR**  
**CONSTRUCTION OF PEDESTRIAN SAFETY IMPROVEMENTS IN WEST AREA**

**THIS SECOND AMENDMENT** to Agreement is made and entered into this 11 day of Oct, 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, FL 32257.

**RECITALS:**

**WHEREAS**, on December 6, 2011, City and Contractor made and entered into City of Jacksonville Contract No. 8877-11 (hereinafter the "Agreement") retroactive to October 1, 2011; and

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

**WHEREAS**, said Agreement should be amended further by exercising the second and final one (1) year renewal option so as to extend the service period from October 1, 2013 to September 30, 2014, with no renewal options remaining, and by increasing City's maximum indebtedness by \$500,000.00 to a new total maximum not-to-exceed \$1,750,000.00, 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 3 of said Agreement is amended, in part, by increasing the City's maximum indebtedness by \$500,000.00 to a new total maximum not-to-exceed \$1,750,000.00 and, as amended, shall read as follows:

“3. This Contract is a unit price supply contract based upon unit prices submitted by the Contractor as detailed in the Contract Documents. The City does not guarantee any work or any quantities to Contractor under this Contract; accordingly, the parties agree that the City’s financial obligation under this Contract is ZERO AND 00/100 DOLLARS (\$0.00).

An amount not-to-exceed ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND 00/100 USD (\$1,750,000.00) has been set aside for this Project but such funds shall not be encumbered by this Contract. Financial obligations of the City, if any, and encumbrances of lawfully appropriated funds shall be created only by subsequent funding releases from a Master Blanket Purchase Order, in variable fixed maximum monetary indebtednesses, subject to the above stated Project amount. Funds control checking for each such subsequent funding release and all of them shall be made at the time of issuing said funding release. Such funding releases must reference and incorporate by reference the terms and conditions of this Contract. Such purchase order[s] shall be binding upon the parties hereto.”

3. Section 8 of said Agreement is amended, in part, by exercising the second and final one (1) year 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 October 1, 2011 and shall continue in full force and effect until September 30, 2014.”

5. Section 9 of said Agreement is deleted in its entirety.

**SAVE AND EXCEPT** as expressly amended in this instrument, the provisions, terms, and conditions of said Agreement of December 6, 2011 shall remain unchanged and shall continue in full force and effect.

[ REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS  
IMMEDIATELY]

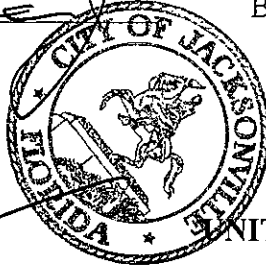
IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment Number Two in duplicate the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

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

By *Karen Bowling*  
Alvin Brown, Mayor



OWNER

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

*Jennifer S. Setzer*  
Signature

JIMMY L. SETZER  
Type/Print Name

JENNIFER S. SETZER  
Type/Print Name

VP.  
Title

PRESIDENT  
Title

CONTRACTOR



**Encumbrance and funding information for internal City use:**

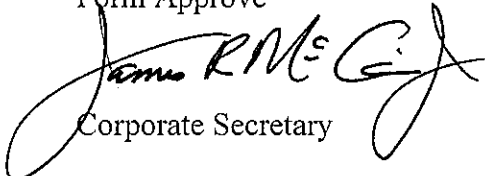
**Account..... 069505-PW0360-01**

**Amount.....\$1,750,000.00**

**This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.**

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

  
Director of Finance  
City Contract #8877-11 **AMD # 2**  


Form Approve  
  
Corporate Secretary

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

**CONTRACT NUMBER** 8877-11 2nd Renewal

*(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. N. St. Petersburg, Florida 3716

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, transportation, supervision and performing all operations necessary for construction of pedestrian safety improvements on any street, highway, or other City property in the west area, as depicted in plans and specifications for City Bid # CP-0117-11 within the city limits of Jacksonville, Florida (hereinafter referred to as the "Project") including, but not limited to: construction of concrete sidewalks, enclosing existing drainage ditches, as required for installation of sidewalk at designated locations, together with all appurtenant work necessary to accomplish and complete the Project, all in accordance with plans and specifications, for City Bid # CP-0117-11.

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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 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 Oblige (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 8877-11 <sup>2nd</sup> *(to be inserted by the City)* (the "Contract"), dated as of the 11 day of Oct, 2013 <sup>2013</sup> for furnishing, not by way of limitation, all labor, materials, equipment, transportation, supervision and performing all operations necessary for construction of pedestrian safety improvements on any street, highway, or other City property in the west area, as depicted in plans and specifications for City Bid #CP-0117-11 within the city limits of Jacksonville, Florida (hereinafter referred to as the "Project") including, but not limited to: construction of concrete sidewalks, enclosing existing drainage ditches, as required for installation of sidewalk at designated locations, together with all appurtenant work necessary to accomplish and

complete the Project, all in accordance with plans and specifications, for City Bid # CP-0117-11, of 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 City of Jacksonville, Department of Public Works, Right-of-Way and Grounds Maintenance Division, bid numbered CP-0117-11, bid date July 20, 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 11 day of Oct, 2013

ATTEST:

UNITED SERVICE CONNECTION, INC.

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

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

Signed, Sealed and Delivered  
in the Presence of:

[Signature]  
Kathleen H. Collins Secretary

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 32257  
904-230-1140 Fax 230-1399

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 8877-11 2nd Renewal**

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

**PAYMENT 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 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-0117-11.

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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 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 8877-11 (to be inserted by the City) (the "Contract"), dated as of the 11 day of Oct 2013 for furnishing, not by way of limitation, all labor, materials, equipment, transportation, supervision and performing all operations necessary for construction of pedestrian safety improvements on any street, highway, or other City property in the west area, as depicted in plans and specifications for City Bid # CP-0117-11 within the city limits of Jacksonville, Florida (hereinafter referred to as the "Project") including, but not limited to: construction of concrete sidewalks, enclosing existing drainage ditches, as required for installation of sidewalk at designated locations, together with all appurtenant work necessary to accomplish and

complete the Project, all in accordance with plans and specifications, for City Bid # CP-0117-11 , of 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 City of Jacksonville, Department of Public Works, Right-of-Way and Grounds Maintenance Division, bid numbered CP-0117-11, bid date July 20, 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 11 day of Oct, 2013  
~~2011.~~

ATTEST:

UNITED SERVICE CONNECTION, INC.

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

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

AS PRINCIPAL

Signed, Sealed and Delivered  
in the Presence of:  
[Signature]  
Kathleen H. Collins Secretary  
Its

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

AS SURETY

Name of Agent: Carol A. Hopson

Address: 1163 Natures Hammock Rd. N. St. Johns Florida 32259  
904-230-1140 Fax 904-230-1399

Form Approved:  
[Signature]  
Office of General Counsel

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

**Power of Attorney**

3219875

**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 1<sup>st</sup> 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 1<sup>st</sup> 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.

Jacket 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 27<sup>th</sup> day of September , 20 13

(SEAL)

Nancy C. Haire  
Nancy C. Haire, Assistant Secretary