5

SUBJECT: **BROWARD ROAD ROADWAY IMPROVEMENTS- SITES 1&2**

BID #: JCF-0082-22 OPEN DATE: APRIL 27, 2022

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT – From date of contract execution through project completion.

AGENCY: PUBLIC WORKS

BASIS OF AWARD: LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: **12** NUMBER RECEIVED: **03** OTHER: **0**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the lowest responsive, responsible bidder, EltonAlan, Inc. Period of service is from date of contract execution through project completion. Total not to exceed expenditure amount is $252,976.65.

Funding Source: 32111.153101.565051.009023.00000000.00000.0000000 – To be encumbered by purchase order

Attachments: Recommendation Memo, Tabulation EBO Memo, and Terms and Conditions

ANALYST: JACLYN STAMOS

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Robin G. Smith, Chief, Engineering &Construction Management Division

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

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE

May 11, 2022

TO: Gregory W. Pease
Chief of Procurement

THRU: John P. Pappas, P.E.
Director

FROM: Robin G. Smith, P. E.
Chief, Engineering & Construction Management

SUBJECT: RECOMMENDATION TO AWARD

RE: Broward Road Roadway Improvements Sites 1 & 2

Bid No.:	JCF-0082-22
Bid Date:	April 27, 2022
Award Amount:	$252,976.65
Internal Services Account No.	PWEN011AD

The Department of Public Works has tabulated and reviewed the Three (3) bid received on the referenced project for accuracy and compliance with the contract documents. The apparent low bid by EltonAlan, Inc. has also been reviewed by the EBO Office who has determined that the bidder is in compliance with the set-aside JSEB requirements established for this project. In addition, Public Works has confirmed through www.myfloridalicense.com the appropriate licenses for this contractor and listed subcontractors, if applicable.

Accordingly, we recommend that the Bid for Broward Road Roadway Improvements, Sites 1 & 2 be awarded to EltonAlan, Inc.11420 Sweet Cherry Ln., S, Jacksonville, Florida 32225, in accordance with the attached bid documents in the amount of $252,976.65.

Funding for this project should be encumbered as follows:

ACCOUNTS:	TOTAL
32111.153101.565051.009023.00000000.00000.0000000	
009023	
PWCP Public Works Capt'l Proj-Oth Trans Svcs	
565051	
1	
32111-384020	
$252,976.65	$252,976.65

RGS/lw

Attachments

cc: Lori West, Engineering and Construction Management
Richard Cooper, Engineering and Construction Management
Michael Derbaum, P.E. Engineering and Construction Management

Department of Finance and Administration
Procurement Division

CITY OF JACKSONVILLE

May 6, 2022

To: Gregory A. Pease, Chief
Procurement Division

From: Sandy Simpson, Business Analyst
Equal Business Opportunity Office
Jacksonville Small & Emerging Business Program

Re: **JCF-0082-22 - Broward Road Roadway Improvements - Sites 1 & 2**

The Equal Business Opportunity Office has reviewed the lowest bidder/proposer for compliance with the Jacksonville Small and Emerging Business (JSEB) program. Based upon the review, and the areas of certification, the lowest bidder/proposer is **EltonAlan, Incorporated**, with a total base bid of **$252,976.65** which does meet the JSEB goal of utilizing 100% JSEB.

Our review efforts are documented and available upon request. Please let us know if you have any questions or concerns. I can be reached at (904) 255-8828.

cc: Jaclyn Stamos
Dinah Coleman Mason

TITLE: Broward Road Roadway Improvements Sites 1 & 2

BID NO.: JCF-0082-22

OPEN DATE: April 27, 2022 @ 2 P.M.

ANALYST: Annette Burney

No. Invited: (4) No. Received (3) No Bids: (0)

Recorded By: Announcer:

ITEM	DESCRIPTION	EST. QTY	UNIT	ELTON ALAN INC UNIT PRICE	ELTON ALAN INC EXTENDED TOTAL	ERS CORP UNIT PRICE	ERS CORP EXTENDED TOTAL	MAER HOMES LLC DBA MAER CONSTRUCTION UNIT PRICE	MAER HOMES LLC DBA MAER CONSTRUCTION EXTENDED TOTAL
1	Broward Road Roadway Improvements Site 1	1	EA	$ 66,984.85	$ 66,984.85	$ 97,970.59	$ 97,970.59	$ 178,101.35	$ 178,101.35
2	Broward Road Roadway Improvements Site 2	1	EA	$ 185,991.80	$ 185,991.80	$ 226,144.65	$ 226,144.65	$ 327,386.20	$ 327,386.20
	GRAND TOTAL			$ 252,976.65		$ 324,115.24		$ 505,487.55	
	CONFLICT OF INTEREST:			YES		YES		YES	
	BONDS			YES		YES		YES	
	EX-OFFENDER			YES		YES		YES	
	ADDENDUM( ):			N/A		N/A		N/A	

BROWARD ROAD ROADWAY IMPROVEMENTS - SITES 1 & 2
SECTION 3
PROPOSAL

PROJECT NO.

BID NO.: JCF-0082-22

BID DATE: APRIL 27, 2022
2:00 P.M.

TO: THE CITY OF JACKSONVILLE, FLORIDA

FROM: EltonAlan, Incorporated

In accordance with the Invitation to Bid to construct **BROWARD ROAD ROADWAY IMPROVEMENTS - SITES 1 & 2** for the City of Jacksonville, Florida, subject to the Drawings, Specifications, Standard Specifications and Details, and Addenda thereto, if any, all of which are made a part of this Proposal, the undersigned proposes to construct **BROWARD ROAD ROADWAY IMPROVEMENTS - SITES 1 & 2** for the Total Bid as follows:

PART A - SITE 1:

PART A - SITE 1 TOTAL $ $66,984.85 (Numerals) (Total of Page 3-2)

Sixty six thousand nine hundred eighty four dollars and eighty five cents. (Written) (Total of Page 3-2)

PART B - SITE 2:

PART B - SITE 2 TOTAL $ $185,991.80 (Numerals) (Total of Page 3-3)

One hundred eight five thousand nine hundred ninety one dollars and eighty cents (Written) (Total of Page 3-3)

TOTAL PARTS (A+B):

TOTAL BID (PART A+B) $ $252,976.65 (Numerals) (Total of Page 3-3)

Two hundred fifty two thousand nine hundred seventy six dollars and sixty five cents/ (Written) (Total of Page 3-3)

A. PROPOSAL SCHEDULE

A Bidder must provide a price on each item listed. All entries in the entire Proposal must be made clearly in ink. Prices bid must be written in figures. Bidder must insert extended prices obtained by multiplying the proposed quantities times the unit prices. In case of errors, unit prices will govern. The corrected extended prices and corrected Total Base Bid will be used to determine the lowest qualified Bid. Proposals in which the prices obviously are unbalanced will be rejected.

BROWARD ROAD ROADWAY IMPROVEMENTS – SITES 1 & 2

Section 3
Proposal

BID NO: JCF-0082-22

Bid Item No.	Item Description	Unit	Est Qty	Unit Cost	Total Cost
	PART A – SITE 1				
1	Site Preparation	LS	1	$ 1,705.00	$ 1,705.00
2	Mobilization	LS	1	$ 16,538.50	$ 16,538.50
3	Maintenance of Traffic	LS	1	$ 3,696.00	$ 3,696.00
4	Erosion Control and Pollution Abatement	LS	1	$ 880.00	$ 880.00
5	Regular Excavation	CY	20.00	$ 36.30	$ 726.00
6	Embankment (Contingency)	CY	22.00	$ 13.20	$ 290.40
7	Type SP Asphalt (2") (Traffic B)	TN	18.92	$ 98.95	$ 1,872.13
8	Friction Course FC 9.5 (1") (PG 76-22)	TN	9.46	$ 100.05	$ 946.47
9	Asphalt Base (Type B 12.5)(8")	SY	172.00	$ 89.05	$ 15,316.60
10	Stabilization/Subbase	SY	181.00	$ 31.69	$ 5,735.89
11	Sidewalk Concrete (4" Thick)	SY	22.22	$ 48.85	$ 1,085.45
12	Curb and Gutter - City Std (Including Transitions)	LF	40.00	$ 27.50	$ 1,100.00
13	24"x36" ERCP	LF	80	$ 147.43	$ 11,794.40
14	Connect to Existing Structure	EA	2	$ 990.00	$ 1,980.00
15	Sod (Bahia)	SY	36.67	$ 12.19	$ 447.01
16	Traffic Stripe Thermoplastic (6" White Solid)	GM	0.01	$ 60,500.00	$ 605.00
17	Traffic Stripe Thermoplastic (6" Yellow Solid)	GM	0.01	$ 88,000.00	$ 880.00
18	Thermoplastic, Standard, Yellow, Skip, 6"	GM	0.01	$ 44,000.00	$ 440.00
19	Retro-Reflective Pavement Markers	EA	8	$ 8.25	$ 66.00
20	As-Builts Production	EA	1	$ 880.00	$ 880.00
PART A – SITE 1 TOTAL (ITEM NOS. 1-20):					$ 66,984.85
Bid Item No.	Item Description	Unit	Est Qty	Unit Cost	Total Cost
	PART B – SITE 2				
21	Site Preparation	LS	1	$ 6,871.26	$ 6,871.26
22	Mobilization	LS	1	$ 16,538.50	$ 16,538.50
23	Maintenance of Traffic	LS	1	$ 13,200.00	$ 13,200.00

24	Erosion Control and Pollution Abatement	LS	1	$ 9,284.55	$ 9,284.55
25	Regular Excavation	CY	61 00	$ 36.30	$ 2,214.30
26	Embankment (Contingency)	CY	68 00	$ 13.20	$ 897.60
27	Milling 3" (Avg.)	SY	514.18	$ 24.76	$ 12,731.10
28	Type SP Asphalt (2") (Traffic B)	TN	116.95	$ 98.95	$ 11,572.20
29	Friction Course FC 9 5 (1") (PG 76-22)	TN	58.47	$ 100.05	$ 5,849.92
30	Asphalt Base (Type B 12.5)(8")	SY	549 00	$ 89.05	$ 48,888.45
31	Stabilization/Subbase	SY	571.00	$ 31.69	$ 18,094.99
32	Geogrid	SY	566.00	$ 6.77	$ 3,831.82
33	Sidewalk Concrete (4" Thick)	SY	53.89	$ 48.85	$ 2,632.53
34	Curb and Gutter - City Std (Including Transitions)	LF	97.00	$ 27.50	$ 2,667.50
35	Curb Inlet	EA	2	$ 4,783.49	$ 9,566.98
36	15" RCP	LF	80.00	$ 186.67	$ 14,933.60
37	Connect to Existing Structure	EA	2	$ 495.00	$ 990.00
38	Sod (Bahia)	SY	67.00	$ 12.19	$ 816.73
39	Traffic Stripe Thermoplastic (6" White Solid)	GM	0 09	$ 6,336.00	$ 570.24
40	Traffic Stripe Thermoplastic (6" Yellow Solid)	GM	0 18	$ 11,066.00	$ 1,991.88
41	Thermoplastic, Standard, Yellow, Skip, 6"	GM	0.01	$ 51,664.80	$ 516.65
42	Retro-Reflective Pavement Markers	EA	28	$ 8.25	$ 231.00
43	As-Builts Production	EA	1	$ 1,100.00	$ 1,100.00
PART B – SITE 2 TOTAL (ITEM NOS. 21-43):					$ 185,991.80
TOTAL BID – (PART A + B) (ITEM NOS. 1-43):					$ 252,976.65

B. **BASIS OF AWARD**

The project may be awarded to the lowest responsive, responsible Bidder contingent on the availability of funds within the project's approved budget. Both Sites 1 & 2 will be awarded and the Total Bid (Part A + B) will be used to determine the lowest bidder. The CITY has the right to reject any or all bids.

C. **REVISIONS OF BID PROPOSAL FORM**

Request for revision of the Bid Proposal Form must be made to the ENGINEER at least ten (10) days prior to date of opening of Bids. Revision of the Bid Proposal by the Bidder will void the Bid.

D. **CONTRACT EXPIRATION DATE**

The Contract expiration date shall be established as follows:

The notice to proceed date plus ten (10) calendar days for mobilization, plus the construction time established in the Proposal, plus time extensions pursuant to valid change orders (which shall establish the construction completion date), plus 120 days to assure a contract exists beyond the scheduled construction completion date in order to comply with Executive Order Number 2013-05.

E. **BID CHANGES**

No changes in the amount of Bids appearing on the outside of Bids will be considered. Only the amounts shown on bidding documents inside the envelope will be considered. All changes, corrections and erasures must be initialed by the person signing the bid.

F. **CONSTRUCTION COMPLETION**

The CONTRACTOR shall begin work within ten (10) calendar days, including Sundays and holidays, after the date of written notice from the owner to begin work, and shall complete the Base Bid work within **60 calendar days** including Sundays and holidays, after the expiration of such ten (10) day notice. If the Bidder determines that "off-hours" work is anticipated to complete the project within such allotted times, a schedule therefore shall be attached to this proposal as required by Section 20.3.4 of the General Conditions.

G. **BID SECURITY**

If Bid Security is required for this project, a Certified Check on _____ (or) Cashier's Check on _____ (or) Bid Bond properly executed by the undersigned and by qualified surety in the sum of _____ representing not less than five percent (5%) of the total amount of Bid, made payable to the Tax Collector, City of Jacksonville, Florida, which the undersigned Bidder hereby deposits as a guarantee of good faith and which it agrees to forfeit to the CITY of Jacksonville, not as a penalty, but as fixed and liquidated damages in the event it fails to enter into Contract, or fail to furnish the contract bond required in accordance with the Special Conditions within ten (10) days after receipt of the contract.

H. **SUBMITTAL STATEMENT**

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other entity bidding on this work.

The undersigned Bidder has examined and read (cover to cover) all Drawings, Specifications, General and Special Conditions, and other Contract Documents, and all Addenda thereto; and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements, for the proposed work.

The undersigned Bidder certifies that no officer or agent of the CITY will directly or indirectly benefit from this bid.

The undersigned Bidder states that this Proposal is made in conformity with the Contract Documents, and agrees that in case of any discrepancy or differences between its Proposal and the Contract Documents, the provisions of the latter shall prevail.

The undersigned Bidder certifies that it has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the CITY against any cost, damage or expense which may be incurred or caused by any error in the Bidder's preparation of same.

The undersigned Bidder states that all applicable taxes are included in the unit prices or Lump Sum Bid and acknowledges this project is not exempt from the State or Local Sales or Use taxes, and payment of such taxes is the responsibility of the Bidder.

The undersigned Bidder certifies that it has reviewed the provisions of the Jacksonville Ethics Code contained in Chapter 602, Jacksonville Ordinance Code, and the provisions of the purchasing Code contained in Chapter 126, Jacksonville Ordinance Code.

The undersigned Bidder agrees to keep its bid in effect for **120** calendar days after the Bid Opening date to allow the CITY time to award the bid, should it be awarded, and time to prepare and execute the contract (or issue the purchase). This time period begins at the time bids are opened and ends upon the issuance of Notice to Proceed (NTP) by the CITY. The bid prices shall remain in effect throughout the life of the Contract. Failure of the CITY to issue NTP within the specified time period shall allow Bidder to withdraw its Bid and terminate its contract without penalty or forfeiture of Bid Bond. Failure of the CITY to issue NTP within the specified time period shall not entitle Bidder to an adjustment of its Bid prices, unless mutually agreeable by the CITY.

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The undersigned Bidder certifies, under penalty of perjury and contract rescission, that it has all required licenses to perform the work required to fulfill the terms of the contract resulting from a successful bid. Furthermore, the undersigned Bidder affirms that all subcontractors requiring to be licensed are listed in Appendix "C" and are properly licensed to perform work on their respective portions of this project. The successful bidder will be required to sign an affidavit in accordance with the above provision prior to award of the project.

Rebecca Helms
PRESIDENT

Rebecca Helms
SECRETARY

Rachel Jones
TREASURER

If Corporation, Affix
Corporate Seal

EltonAlan, Incorporated
NAME OF BIDDER

Rachel Jones VP
SIGNATURE AND TITLE

904-238-2747
BUSINESS TELEPHONE

386-983-3645
EMERGENCY TELEPHONE

11420 Sweet Cherry Ln S
BUSINESS ADDRESS

Jacksonville
CITY

FL 32225
STATE AND ZIP CODE

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APPENDIX A - QUANTITIES

It is understood that the quantities set forth in the Proposal Form are calculated estimates, and that payment will be made only upon the actual quantities of work complete in place, measured as defined in the Contract Documents. It is the Bidder's responsibility to verify the scope and quantity of work included in lump sum bid items. No Adjustment in a lump sum bid price will be allowed for errors in quantity tabulations unless there is a change in the defined scope of work after receipt of the bids.

It is anticipated that the quantities set forth in the Bid Proposal Form are reasonable and will not be exceeded. During the bid process, any Bidder finding a discrepancy larger than 10% of the estimated quantity shall bring the discrepancy to the attention of the ENGINEER. The quantity estimated will be checked and if found in error, an addendum will be published and distributed to all Bidders. Notwithstanding the foregoing, however, if during construction any quantity is exceeded, the overrun must be approved by the ENGINEER prior to proceeding with work to incorporate the item in the construction. No change order for this additional work will be required other than a final change order for the amount installed, except when any one pay item is exceeded by more than 20% of the quantity listed or when the total amount of all overruns exceeds $50,000. If any one of said quantities is adjusted greater than twenty percent (20%), then the unit price is subject to negotiation.

It is expressly understood and agreed that the foregoing Total Bid(s) is/are the basis for establishing the amount of the Bid Security and is not to be construed to be a Lump Sum Proposal.

APPENDIX B - OFF-HOURS WORK

Off-hours work as provided in Section 20.3.4 of the General Conditions is ( ) or is not (X) anticipated. (Attach schedule of off-hours work if anticipated.)

APPENDIX C - LIST OF ALL SUBCONTRACTORS AND SHOP FABRICATORS

For all bids, the Bidder expressly agrees that:

1. In accordance with section 2.16.1, hereof, as part of its bid submission in response to this solicitation, each bidder must complete the following Schedule of Licensed Subcontractors by providing the company name, license number, and phone number of the subcontractor(s) it intends to utilize to perform the scopes of work listed below that are applicable to the project in question (attach additional sheets if necessary).

SCHEDULE OF LICENSED SUBCONTRACTORS

Scope of Work	Self-Perform / License No.	Subcontractor's Company Name	License No.	Phone No.
Underground Utility	N/A			
Electrical	N/A			
Plumbing	N/A			
Mechanical	N/A			
Sheet metal	N/A			

Roofing	N/A			
Structural Welding	N/A			
Carpentry	N/A			
Pool/Spa	N/A			
Irrigation Installation	N/A			
Non-structural Siding	N/A			
Water Treatment Equip.	N/A			
Natural Gas Specialty	N/A			
Non-electrical Signage	N/A			

* To the extent applicable, bidders are required to indicate, as part of completing the above schedule, all scopes of work that they intend to self-perform and to provide their license numbers to evidence that they currently hold the required certifications, qualifications, or licensing necessary to self-perform the same (see § 489.131, Florida Statutes).

2. In accordance with section 2.16.2, hereof, bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors and/or shop fabricators, that are NOT required to be certified, qualified, or licensed in accordance with chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work which shall: (i) list ALL subcontractors and shop fabricators for each of their respective scope(s) of work; and (ii) certify that each listed subcontractor and shop fabricator is financially responsible, properly licensed and insured, experienced and qualified to perform their respective scope(s) of work necessary to construct the project in question in a good and workmanlike manner. (Attach additional sheets if necessary)

SCHEDULE OF NON-LICENSED SUBCONTRACTORS & SHOP FABRICATORS

Scope of Work	Subcontractor's and/or Shop Fabricator Company Name	Phone No.	Address
N/A			

3. In accordance with section 2.25.1, hereof, bidder hereby furnishes the following schedule of Major Items of Equipment to be furnished and installed. (Attach additional sheets if necessary)

SCHEDULE OF MAJOR ITEMS OF EQUIPMENT

Item	Manufacturer	Description
N/A		

APPENDIX D - ADDENDA ACKNOWLEDGMENT

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: none Acknowledged By: _____

Addendum No. 2 Date: _____ Acknowledged By: _____

Addendum No. 3 Date: _____ Acknowledged By: _____

Addendum No. 4 Date: _____ Acknowledged By: _____

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APPENDIX E - TRENCH SAFETY ACT ACKNOWLEDGMENT

If this project involves trench excavations which will exceed a depth of five (5) feet, pursuant to Chapter 90-96, Laws of Florida, the requirements of the Florida Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this project.

The undersigned Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Quantity	Unit Cost	Extended Cost
A.	N/A				
B.					
C.					
D.					
E.					
				TOTAL	

Failure to complete the above may result in the bid being declared non-responsive.

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APPENDIX F: CONFLICT of INTEREST STATEMENT BID NO.:

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City of independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Rachel Lewis
Signature

Rachel Lewis
Name of Official (type or print)

EltonAlan, Incorporated
Company Name

11420 Sweet Cherry Ln S
Business Address

Jacksonville FL 32225
City, State, Zip Code

SECTION II

I hereby certify that the following named City officials(s) and or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

Signature

Name of Official (type or print)

Company Name

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official

Position Held

Position or Relationship with Bidder

GB Form 105 (revised 1/2013)

Appendix G

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Appendix H

SCHEDULE OF JSEB SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

NAME OF BIDDER EltonAlan, Incorporated

PROJECT TITLE Broward Rdwy Improvements Sites 1 & 2

BID NUMBER JCF-0082-22 TOTAL BASE BID AMOUNT $252,976.65

***Please list all JSEBs**

NAME OF SUB FIRM	ADDRESS OF FIRM	TYPE OF SUB (if certified)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE
EltonAlan, Incorporated	11420 Sweet Cherry Ln S	JSEB	Concrete	$105,000

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: Rachel Lewis Title: VP Date: 4/27/2022
Signature of Prime Contractor

Print Name: Rachel Lewis

Attach additional list of subcontractors/subconsultants as needed
JSEB FORM 1

Appendix I

LETTER OF INTENT

TO PERFORM AS A SUPPLIER/CONSULTANT/SUBCONTRACTOR and to be utilized by JSEBs only

EltonAlan, Incorporated

(Name of JSEB Supplier/Consultant/Subcontractor)

NAME OF PROJECT Broward Rdwy Improvements Sites 1 & 2 BID NO JCF-0082-22

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Scope of Work	*Total Price of work to be performed or materials to be supplied including Sales Tax
Concrete	$105,000

Rachel Jenis
Signature of JSEB Supplier/Consultant/ Subcontractor

VP
Title

4/27/2022
Date

*Scope of Work and Price are covered under Base Bid only.

Total price must be filled in on this form in order for participation to be considered valid. This form must be used for Letter of Intent.

JSEB FORM 2

Appendix K

Appendix J

DISQUALIFIED/PROBATIONARY Vendors List

In accordance with the City's Procurement Code 126.201 (1) (1), the Chief of Procurement and all agencies are advised to cease doing business with disqualified vendors as they appear on this list. However, any existing contracts held by the vendors listed below should be completed.

VENDOR	VENDOR-FEIN #	Date of Disqualification	Eligibility Reinstatement Date
Able Lumber and Supply	593198312	07/18/1997	07/18/1998
*Aquino Construction Company, Inc.	00001424	04/19/2018	04/19/2021
Armored Car Services	593191058	02/10/2000	02/10/2001
*Arnett Contracting, Inc.	223965485	06/04/2010	06/04/2013
Ashland Technologies, Inc.		12/03/2021	PERMANENTLY
*Aztec American Builders, Inc.	00012849	01/10/2018	01/10/2021
**B. Robinson Corporation	00008704	10/24/2018	10/24/2019
C & H Construction	593216284	03/07/2002	03/07/2003
Carolina Paper Mill	593579372	10/20/1980	10/20/1981
*Cleft Landscape Mgmt.	590036843	10/26/2000	10/26/2001
Concerned Citizens of Developing the Disable, Inc. d/b/a A.I.C.R.		07/23/1998	07/23/1999
Court Yard Concepts	593198312	05/07/1997	05/07/1998
Creed Company	45357941	03/07/1990	03/07/1991
D&D Site Work, Inc.		10/9/2013	10/9/2016
Elite Public Safety		03/25/2000	03/25/2001
Fire Defense Centers	593035606	06/08/1987	06/08/1988
*First Coast Site Contractors	273995727	10/26/2012	10/26/2013
**Franebeth, Inc.	593658944	07/9/2014	07/9/2015
*GA Janitorial Cleaning Svcs., Inc.	010684614	08/31/2009	08/31/2010
George Patterson & Assoc.	59317759	06/05/1998	06/05/1999
G K Solutions	593541756	09/08/1999	09/08/2000
**J&J Recycling and Demo, LLC	*****1758	04/21/2015	10/21/2015
Kingdom Cleaning	*****6694/*****9585	10/20/2015	10/20/2017
*Process Server Enterprises, LLC	263336079	04/29/2010	04/29/2011
**Ray T. Freiha Construction, Inc.	593615599	06/01/2010	06/01/2012
*The Real Dirt Busters	*****3042	10/26/2012	10/26/2015
**Sheza General Contractors, Inc.	593430930	11/02/2010	11/02/2011
Tiger Tale Publication		05/21/1998	05/21/1999
Whittle & Sons		07/25/1980	07/25/1981

*Vendors disqualified/debarred from bidding as Prime and/or Sub Contractors
**Vendors placed on probation for a period of 6 months or more

Revised 12/07/21

NO BID FORM

Bid #

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

City of Jacksonville
Procurement Division
214 North Hogan St, Ste #105
Jacksonville, Florida 32202

We are unable to submit a bid at this time due to the following reason(s):

- ☐ Insufficient time to respond
- ☐ Conflicts with production schedule
- ☐ Don't meet minimum requirements
- ☐ Do not offer these commodities/svcs
- ☐ Unable to meet bond requirements
- ☐ Other (please state below)

Suggestions:

Company Name:

Signature & Title:

Street:

City: State: Zip: Phone:

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE
This form may be faxed to 904-255-8839

SECTION 4

Full and Fair Consideration of Ex-Offenders For Awarded Contractor

4.1 POLICY

It is the policy of the City of Jacksonville that the rehabilitation of ex-offenders is an essential component in a community fight against criminal activity; the hiring of ex-offenders into fair paying jobs helps restore the economic stability of ex-offenders, perpetuates their rehabilitation, reduces recidivism and contributes to a community crime free environment; providing consideration and opportunities to ex-offenders with companies doing business with the City of Jacksonville can be accomplished without compromising the security of the businesses, or the City and its citizens, and without unnecessarily depriving others of opportunities; and that the City of Jacksonville should take a leading role in the rehabilitation of ex-offenders, and has done so through the City's third-party service provider ex-offender re-entry programs that provide job training and/or job placement services to Ex-Offenders.

4.2 DEFINITIONS

For the purpose of this Section, the following definitions apply:

(1) *City Ex-Offender Program Providers* shall collectively mean the Jacksonville Sheriff's Office Jacksonville Re-Entry Center and any entity under contract with the City to provide job training and/or job placement services to Ex-Offenders.

(2) *Contractor* for purposes of this Section only shall mean a person or entity awarded a City contract in the amount of $200,000 or greater.

(3) *Ex-Offender* means a person who has pled guilty, no contest or nolo contendere to a felony offense; or has been found guilty of a felony offense by a judge or jury; regardless of adjudication of guilt.

(4) *Ex-Offender Program Provider* shall mean the Jacksonville Sheriff's Office Jacksonville Re-Entry Center, any entity under contract with the City to provide job training and/or job placement services to Ex-Offenders, or any other entity that specializes in job training and/or job placement services for Ex-Offenders.

4.3 CONSIDERATION FOR AWARD

No contract for construction, remediation or capital improvement in an amount of $200,000 or greater shall be awarded unless the responding bidder agrees in writing, by submission of its bid, including FORM 4A, to fully comply with Section 4 requirements as outlined herein. **Failure to submit the referenced FORM 4A at the time of bid submission may be grounds for determining a bid submission as non-responsive bid(s). The City reserves the right to reject any/all bids. A contractor complies with this section by indicating its intent on FORM 4A to provide full and fair consideration for ex-offenders who seek employment. A contractor is not required to actually employ an ex-offender at the time it bids for or is awarded a contract, subject to this policy.**

4.4 COMPLIANCE WITH THIS SECTION

Each awarded contractor will be required to report on its compliance with this section via a notarized Compliance Report to be submitted by the Contractor at the time of submission of progress payments.

And shall include the following information:

(i) The number of Ex-Offenders hired and currently working, or an explanation as to why no Ex-Offenders have been hired;

(ii) The number of Ex-Offenders interviewed for employment under the project;

(iii) An explanation as to why any Ex-Offender who applied for employment was refused employment;

(iv) Whether the Contractor maintains an employment policy that Ex-Offenders will be given full and fair consideration in employment;

(v) Whether the Contractor indicates on recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the Contractor;

(vi) Whether a job opening under the project was available during the reporting period; and

(vii) Statement from the Contractor that the Contractor has contacted an Ex-Offender Program Provider no later than 30 days after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment.

Additionally, each awarded Contractor must agree to do the following during the contracted period:

(1) Identify potential job opportunities under the project that may be available for Ex-Offenders after contract award;

(2) Consider for job placement after contract award at least one otherwise qualified Ex-Offender, to the extent a job opportunity is available under the project and an otherwise qualified Ex-Offender has applied for such job;

(3) Assist the City in addressing the goal of securing employment for Ex-Offenders by complying with the City's Procurement Rules Regarding Ex-Offenders, as may be amended.

Nothing in this Section 4.4 creates any cause of action by an individual or ex-offender against the City or the contractor for failure to hire. Nothing in this Section 4.4 requires a contractor to retain an ex-offender in employment for any definite length of time. However, a contractor should give consideration to ex-offenders pursuant to this section for replacement of personnel and or additional personnel.

4.5 NON-COMPLIANCE

If an awarded contractor fails to comply with the requirement of this section, the City may withhold payment due under the contract until the awarded contractor complies with Section 4.4. Upon determination by the City that an awarded contractor is not in compliance with this section, the awarded contractor will receive written notice of such non-compliance, and the awarded contractor will be required to reply to the Notice of Non-Compliance within ten (10) days. The written response must include the required documentation to show full compliance as specified in Section 4.4 herein. **Failure to comply with the section and/or failure to respond to the Notice of Non-Compliance may result in, but not be limited to, withholding of payment(s), breach of contract, cancellation of contract, filing against performance bond(s) and disciplinary action, including contractor debarment, in accordance with Chapter 126, specifically Section 126.201(1). In the event a dispute arises as to whether the contractor has complied with Section 4.4, the Contract Administration Section of the Public Works Department shall engage the Office of the Ombudsman of the Finance and Administration Department to rule whether the contractor has complied. Such determination shall be made within (30) days from receipt by the Office of the Ombudsman. During the period of any contest or dispute, the contractor shall otherwise continue to perform under the contract.**

FORM 4A - Acknowledgement/Commitment Form
Full and Fair Consideration of Ex-Offenders For
Awarded Contractor Direct Hiring

The bidder agrees to cooperate with the City of Jacksonville in addressing the goal of increasing public safety, reducing recidivism and securing employment for ex-offenders by affixing its signature below and by submission of a bid response. The bidder need not actually employ an ex-offender at the time of submitting its bid, but agrees to comply with Section 4 if awarded the contract. **Failure to submit signed FORM 4A at the time of bid submission may be grounds for determining a bid submission as "non-responsive," resulting in rejection of non-responsive bid(s). The City reserves the right to reject any/all bids.**

Bidder, by signing below, agrees to fully comply with Section 4 of the Bid Specification and do the following during the contract award term:

(1) Identify potential job opportunities under the project that may be available for Ex-Offenders after contract award;

(2) Consider for job placement after contract award at least one otherwise qualified Ex-Offender, to the extent a job opportunity is available under the project and an otherwise qualified Ex-Offender has applied for such job;

(3) Execute a notarized compliance tally report ("Compliance Report") at the time of submission of progress payment(s) on such Contractor's employment practices and experience during the project with respect to the hiring of Ex-Offenders that includes the following information: (i) the number of Ex-Offenders hired and currently working, or an explanation as to why no Ex-Offenders have been hired; (ii) the number of Ex-Offenders interviewed for employment under the project; (iii) an explanation as to why any Ex-Offender who applied for employment was refused employment; (iv) whether the Contractor maintains an employment policy that Ex-Offenders will be given full and fair consideration in employment; (v) whether the Contractor indicates on recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the Contractor; (vi) whether a job opening under the project was available during the reporting period; and (vii) a statement from the Contractor that the Contractor has contacted an Ex-Offender Program Provider no later than 30 days after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment; and

(4) Assist the City in addressing the goal of securing employment for Ex-Offenders by complying with the City's Procurement Rules Regarding Ex-Offenders, as may be amended.

After the award of contracts, failure of the awarded contractor to comply with this policy on providing full and fair consideration to ex-offenders for employment may result in the City exercising its remedies under Section 4.5.

EltonAlan, Incorporated
Name of Bidder

Broward Riley Improvements Sites 1 & 2 JCF-0082-22
Project Name and Bid Number

Rachel Lewis VP
Authorized Signature and Title

Rachel Lewis
Printed Name

4/27/2022
Date

2021 - 2022 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 630-1916, option 3 Fax: (904) 255-8403
https://taxcollector.coj.net/

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2021 through September 30, 2022 .

ELTONALAN, INCORPORATED
1450 SAINT JOHNS BLUFF RD N
JACKSONVILLE, FL 32225

ACCOUNT NUMBER: 217845
BUSINESS NAME: ELTONALAN, INCORPORATED
PHYSICAL ADDRESS: 1450 SAINT JOHNS BLUFF RD N
JACKSONVILLE, FL 32225

CLASSIFICATION CODE: 307001 CONTRACTOR- ALL TYPES

STATE LICENSE NO: RG291104002

COUNTY TAX:	11.25
MUNICIPAL TAX:	31.25
COUNTY LATE PENALTY:	0.00
MUNICIPAL LATE PENALTY:	0.00
TOTAL TAX:	42.50

VALID UNTIL September 30, 2022

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid 2021-5503320 07/19/2021 $ 42.50

2021 - 2022 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 630-1818, option 3 Fax: (904) 255-5403
https://taxcollector.coj.net/

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2021 through September 30, 2022 .

HOLCOMB, MICHAEL
1450 SAINT JOHNS BLUFF RD N
JACKSONVILLE 32225

ACCOUNT NUMBER: 231815
BUSINESS NAME: HOLCOMB, MICHAEL
PHYSICAL ADDRESS: 1450 SAINT JOHNS BLUFF RD N
JACKSONVILLE, FL 32225

CLASSIFICATION CODE: 5 QUALIFYING AGENT, CONTRACTORS

STATE LICENSE NO: RG291104002

COUNTY TAX:	0.00
MUNICIPAL TAX:	100.00
COUNTY LATE PENALTY:	0.00
MUNICIPAL LATE PENALTY:	0.00
TOTAL TAX:	100.00

VALID UNTIL September 30, 2022

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid 2021-5503095 07/19/2021 $ 100.00

SECTION 10

CITY OF JACKSONVILLE, FLORIDA

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, EltonAlan, Inc. as Principal and The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound unto the City of Jacksonville, Florida, in the sum of Five Percent of Amount Bid dollars ($ 5% of BID) as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The Conditions of the above obligation are such that whereas the Principal has submitted to the City of Jacksonville, Florida, a certain Proposal attached hereto and hereby made part hereof, to enter into a Contract Agreement in writing, for construction of JCF-0082-22.

NOW THEREFORE,

(a) If said Proposal shall be rejected or withdrawn as provided in the Instructions to Bidders attached hereto or, in the alternative,

(b) If said Proposal shall be accepted and the Principal shall sign and deliver a formal contract document in the form of the Contract Agreement attached hereto (properly completed in accordance with said Proposal) and shall furnish the specified Bonds required by Section 12 of the Contract Documents in the amount equal to one hundred percent (100%) of the base bid within ten (10) consecutive days after the receipt of said contract,

thence this obligation shall be void, otherwise, it shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which

such Proposal may be accepted, and said Surety does hereby waive notice of any such extension.

The sum herein stated shall be due and payable to the City of Jacksonville, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Jacksonville, Florida in good and lawful money of United States of America; as liquidated damages for failure thereof of said "Principal".

IN WITNESS WHEREOF, the said EltonAlan, Inc., as "Principal" herein, has caused these presents to be signed in its name by its President and attested by its Witness under its corporate seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its Attorney in Fact and attested by its Witness under its corporate seal, this 25th day of April A.D., 2022.

*The Ohio Casualty Insurance Company

(SEAL)
AS PRINCIPAL Mike Holcomb, President, EltonAlan Inc.

ATTEST:

Its Witness

Its Attorney in Fact, Nicholas Stevens

Signed, Sealed and Delivered in the presence of:

Witness

By The Ohio Casualty Insurance Company
AS SURETY

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.

Liberty Mutual. SURETY

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

Certificate No: 8207097-989719

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That the Ohio Casualty Insurance Company is a corporation 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, Lee R Stevens, Nicholas J Stevens

all of the city of Denton state of TX 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 6th day of January, 2022.

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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of January 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: 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 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 25th day of April, 2022.

By: Renee C. Llewellyn, Assistant Secretary

Seal No. 1991

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.