

6880-17

RECEIVED

SEP 28 2015

CONTRACT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
C. C. BORDEN CONSTRUCTION, INC.  
FOR

RECEIVED  
SEP 18 2015

C.C. BORDEN  
CONSTRUCTION, INC.

C.C. BORDEN  
CONSTRUCTION, INC.

THIS CONTRACT is executed as of this 6 day of NOV., 2015, by

and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida (hereinafter the "Owner" or the "City"), and C. C. BORDEN CONSTRUCTION, INC., a Florida profit corporation with principal office at 1019 Rosselle Street, Jacksonville, Florida 32204 (hereinafter the "Contractor"), for the Cecil Commerce Center Athletic Facility Renovations Project.

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for selected demolition, renovations, and improvements to the existing Cecil Commerce Center Athletic Facility, located at 13531 Lake Newman Drive, Jacksonville, Florida 32221 (hereinafter the "Project"), including but not limited to new plumbing, HVAC, electrical power, lighting, fire alarms, new telephones, new concrete sidewalks, painting and cleaning the existing structure, and all other related work as shown on the construction plans, all in accordance with plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made August 20, 2015.

2. The Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said Project in accordance with plans and

specifications prepared by the Engineering Division of the Public Works Department and VRL Architects, bid numbered JCF-0140-15, bid date June 24, 2015, designated as *Bid Specifications for Cecil Commerce Center Athletic Facility Renovations*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are by this reference specifically made a part hereof to the same extent as if fully set out herein, for a total lump sum amount not-to-exceed FOUR HUNDRED FORTY-TWO THOUSAND THIRTY-FOUR AND 00/100 USD (\$442, 034.00), at and for the prices and on the terms contained in the Contract Documents.

3. On Contractor's faithful performance of this Contract, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.

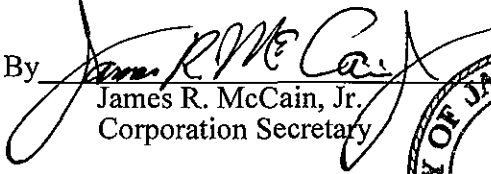
5. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, Owner has the absolute right to terminate this Contract without cause for convenience by giving the Contractor thirty (30) days' advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested, or by any other delivery method with evidence of receipt to the Contractor's representative who signed this Contract at the address specified in the Contract Documents.

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


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

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By   
James R. McCain, Jr.  
Corporation Secretary

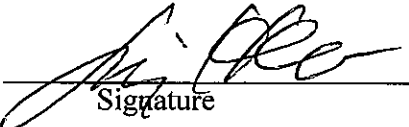


By   
Lenny Curry, Mayor

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

WITNESS:

C. C. BORDEN CONSTRUCTION, INC.

  
Signature

  
Signature

Liz Hess - Assistant P.M.  
Type/Print Name

Camille C. Borden, President  
Type/Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

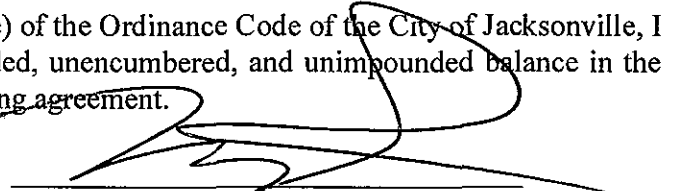
**CONTRACTOR**

**Encumbrance & funding information is found on the next page.**

**ENCUMBRANCE & FUNDING INFORMATION:**


<b>Account No.</b>	<b>Amount</b>
PRCP1DC-06505	\$442,034.00

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.



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Director of Finance

City Contract # 6880-17 

Form Approve

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Assistant General Counsel

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

CONTRACT NUMBER 6880-17  
(Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND NUMBER 9192553

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: C. C. Borden Construction, Inc.

Principal Business Address: 1019 Rosselle Street, Jacksonville, Florida 32204

Telephone: 904-354-3458

As to the Surety:

Name: Fidelity and Deposit Company of Maryland

Principal Business Address: 1400 American Lane, tower I 19th Fl. Schaumburg, IL 60196

Telephone: ( ) 1-800-382-2150

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

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

Principal Business Address: 214 North Hogan Street, 10<sup>th</sup> Floor, Jacksonville, Florida 32202

Telephone: (904) 255-8763

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 selected demolition, renovations, and improvements to the existing Cecil Commerce Center Athletic Facility, located at 13531 Lake Newman Drive, Jacksonville, Florida 32221, including but not limited to new plumbing, HVAC, electrical power, lighting, fire alarms, new telephones, new concrete sidewalks, painting and cleaning the existing structure, and all other related work described in the Scope of Work.

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

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that C. C. BORDEN CONSTRUCTION, INC., as Principal (hereinafter the "Contractor"), and Fidelity and Deposit Company of Maryland, a corporation organized and existing under the laws of the State of Maryland 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 FOUR HUNDRED FORTY-TWO THOUSAND THIRTY-FOUR AND 00/100 USD (\$442,034.00), 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 0880-17 (to be inserted by the City) (the "Contract"), dated as of the 4 day of Nov, 2015, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for selected demolition, renovations, and improvements to the existing Cecil Commerce Center Athletic Facility, located at 13531 Lake Newman Drive, Jacksonville, Florida 32221 (hereinafter the "Project"), including but not limited to new plumbing, HVAC, electrical power, lighting, fire alarms, new telephones, new concrete sidewalks, painting and cleaning the existing structure, and all other related work as shown on the construction plans, all

in strict accordance with plans and specifications prepared by the Engineering Division of the Public Works Department and VRL Architects, bid numbered JCF-0140-15, bid date June 24, 2015, designated as *Bid Specifications for Cecil Commerce Center Athletic Facility Renovations*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor, and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

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

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

**PROVIDED FURTHER**, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the

Surety shall, at the City's sole option, take one (1) of the following actions:

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



remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

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

**PROVIDED FURTHER**, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

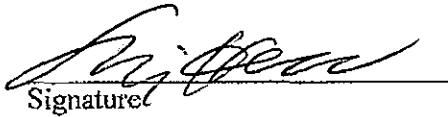
**PROVIDED FURTHER**, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site, including but not limited to the physical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

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

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

SIGNED AND SEALED this 6 day of Nov., 2015.

WITNESS:

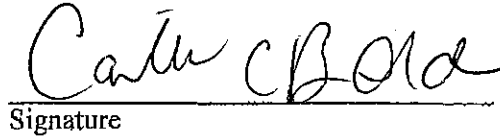
  
Signature

Liz Hess

Type/Print Name

Assistant Project Mgr.  
Title

C. C. BORDEN CONSTRUCTION, INC.

  
Signature

Camille C. Borden


Type/Print Name

President  
Title

AS PRINCIPAL

Signed, Sealed and Delivered  
in the Presence of:

  
Haley Spiers

  
By Teresita A. Love  
Its Attorney-in-Fact

AS SURETY

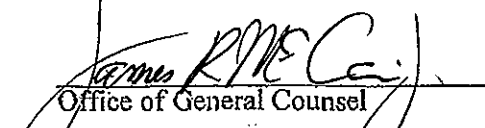
Name of Agent: GHG Insurance

Address: 751 Oak St

Jacksonville FL 32202

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

Form Approved:

  
Office of General Counsel

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Files\Content.Outlook\LS6KA6C3\C.C.Borden.CecilCommerceAthleticRenovs.Bonds 091415.rtf

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **William R. HARDAKER, Teresita Aranjuez LOVE and Sarah Ann LAMBERT**, all of **Jacksonville, Florida**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of William R. HARDAKER, Teresita Aranjuez LOVE, dated November 20, 2008.

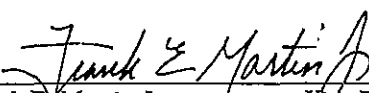
The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of December, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

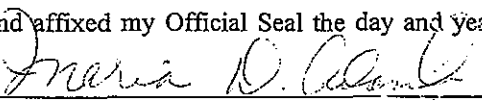
  
\_\_\_\_\_  
Gregory E. Murray      Assistant Secretary

By:   
\_\_\_\_\_  
Frank E. Martin Jr.      Vice President

State of Maryland }  
City of Baltimore } ss:

On this 2nd day of December, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

  
\_\_\_\_\_  
Maria D. Adamski      Notary Public  
My Commission Expires: July 8, 2015

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

CONTRACT NUMBER 6880-17  
(Contract Number to be inserted by the City of Jacksonville)

PAYMENT BOND NUMBER 9192553

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: C. C. Borden Construction, Inc.

Principal Business Address: 1019 Rosselle Street, Jacksonville, Florida 32204

Telephone: 904-354-3458

As to the Surety:

Name: Fidelity & Deposit Company of Maryland

Principal Business Address: 1400 American Lane, tower 1 19th Fl. Schaumburg, IL 60196

Telephone: ( ) 1-800-382-2150

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

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

Principal Business Address: 214 North Hogan Street, 10<sup>th</sup> Floor, Jacksonville, Florida 32202

Telephone: (904) 255-8763

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 selected demolition, renovations, and improvements to the existing Cecil Commerce Center Athletic Facility, located at 13531 Lake Newman Drive, Jacksonville, Florida 32221, (hereinafter the "Project"), including but not limited to new plumbing, HVAC, electrical power, lighting, fire alarms, new telephones, new concrete sidewalks, painting and cleaning the existing structure 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 C. C. BORDEN CONSTRUCTION, INC., as Principal (hereinafter the "Contractor") and Fidelity & Deposit Company of Maryland, a corporation organized and existing under the laws of the State of Maryland 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 FOUR HUNDRED FORTY-TWO THOUSAND THIRTY-FOUR AND 00/100 USD (\$442,034.00), 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 6880-17 (to be inserted by the City) (the "Contract"), dated as of the 6 day of NOV, 2015, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for selected demolition, renovations, and improvements to the existing Cecil Commerce Center Athletic Facility, located at 13531 Lake Newman Drive, Jacksonville, Florida 32221 (hereinafter the "Project"), including but not limited to new plumbing, HVAC, electrical power, lighting, fire alarms, new telephones, new concrete sidewalks, painting and cleaning the existing structure, and all other related work as shown on the construction plans, all in strict accordance with plans and specifications prepared by the Engineering Division of the

Public Works Department and VRL Architects, bid numbered JCF-0140-15, bid date June 24, 2015, designated as *Bid Specifications for Cecil Commerce Center Athletic Facility Renovations*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

**NOW, THEREFORE, THE CONDITIONS OF THIS BOND** are such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials, or equipment that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work and any authorized extensions or modifications of such Contract; and

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

(3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including those incurred in appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the

laws of the State of Florida and specifically Section 255.05, Florida Statutes.

**PROVIDED**, no suit or action for labor, materials, or equipment 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 equipment in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

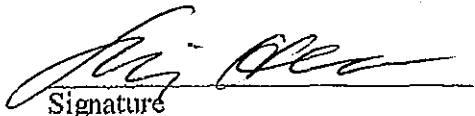
**PROVIDED FURTHER**, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or equipment, or within ninety (90) days after the Principal's receipt of final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

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



SIGNED AND SEALED this 6 day of Nov, 2015.

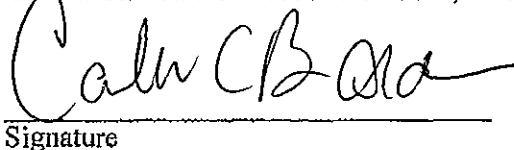
WITNESS:

  
Signature

Liz Hess  
Type/Print Name

Assistant Project Mgr.  
Title

C. C. BORDEN CONSTRUCTION, INC.

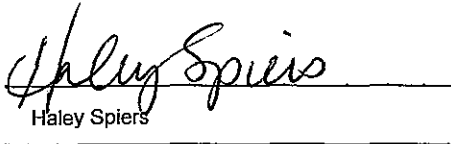
  
Signature

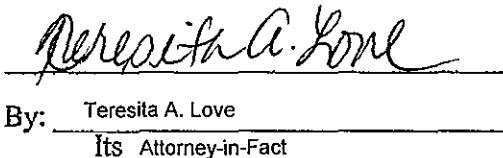
Camille C. Borden  
Type/Print Name

President  
Title

AS PRINCIPAL

Signed, Sealed and Delivered  
in the Presence of:

  
Haley Spiers

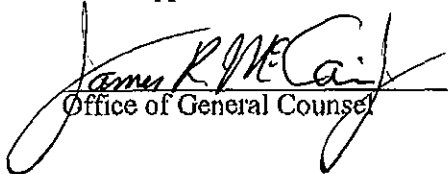
  
By: Teresita A. Love  
Its Attorney-in-Fact

AS SURETY

Name of Agent: GHG Insurance

Address: 751 Oak St, Jacksonville FL 32202

Form Approved:

  
Office of General Counsel

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



# CERTIFICATE OF LIABILITY INSURANCE

CCBOR-2

OP ID: HP

DATE (MM/DD/YYYY)

09/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>GHG Insurance</b> A Division of Sihle Ins Group 751 Oak St. Suite 100 Jacksonville, FL 32204 William R Hardaker	CONTACT NAME: <b>William R Hardaker</b>	PHONE (A/C, No, Ext): <b>904-421-8600</b>	FAX (A/C, No): <b>904-421-8601</b>
	E-MAIL ADDRESS:		NAIC #
INSURED <b>C.C. Borden Construction Inc.</b> 1019 Rosselle Street Jacksonville, FL 32204	INSURER(S) AFFORDING COVERAGE <b>INSURER A : FCCI Insurance Group</b>		<b>10178</b>
	<b>INSURER B : Zurich Insurance Services Inc</b>		<b>19682</b>
	INSURER C :		
	INSURER D :		
	INSURER E :		

**COVERAGES****CERTIFICATE NUMBER:**
**C.C. BORDEN CONSTRUCTION INC**  
**CONSTRUCTION**

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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Proj Aggregate <input checked="" type="checkbox"/> Per Loc Aggregate GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL0005609	06/23/2015	06/23/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA0007614	06/23/2015	06/23/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			UMB0019139	06/23/2015	06/23/2016	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			001WC15A57384	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Equipment Floater			CM0003139	06/23/2015	06/23/2016	LsdRented	50,000

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

**CERTIFICATE HOLDER**

COJAXFL

 City of Jacksonville  
 Office of General Counsel  
 117 West Duval Street, Ste 335  
 Jacksonville, FL 32202
**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

*Halcy Spino*

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SUBJECT: CECIL COMMERCE CENTER ATHLETIC FACILITY RENOVATIONS

BID# JCF-0140-15

OPEN DATE: 2015-06-24

**GENERAL GOVERNMENT AWARDS COMMITTEE**

KIND AND BASIS OF CONTRACT:

CONSTRUCTION FIXED- JSEB SET-ASIDE

AGENCY: PUBLIC WORKS

BASIS OF AWARD: TOTAL LUMP SUM BASE BID- LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED 10 NUMBER RECEIVED 4 OTHER 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**

Recommend approval to reject Dajis Construction, Inc., due to company's failure to provide required bonds and is considered non-responsive.

Recommend approval of award to the lowest responsive, responsible bidder C.C. Borden Construction, Inc., in the total lump sum base bid amount of \$442,034.00.

Funding for this award to be encumbered by account: PRCP1DC-06505 to be executed by formal contract through Office of General Counsel.

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

BUYER: Marilyn Laidler RESPECTFULLY SUBMITTED: Gregory Pease  
MARILYN LAIDLER GREGORY PEASE, CHIEF  
PROCUREMENT DIVISION

CONCURRENCE BY: William J. Joyce, P.E., Chief, Engineering and Construction Management Division

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

**ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE**

MEMBERS APPROVING 3 MEMBERS DISAPPROVING \_\_\_\_\_ DATE: 08/20/15

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

ACTION OF AWARDING AUTHORITY DATE: 8/10/15

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

OTHER \_\_\_\_\_

SIGNATURE OF AUTHENTICATION Sam E. Mousa

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

FORM GB-108, Revised 12/2007