

**CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
JAX UTILITIES MANAGEMENT, INC.
FOR
STORM SEWER REPLACEMENT AND NEW CONSTRUCTION – NORTH AREA**

THIS CONTRACT for storm sewer replacement and new construction in the North Area (hereinafter the “Project”) is made and entered into this 23rd day of January, 2025, retroactive to October 1, 2024 (hereinafter the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the “Owner” or the “City”), and **JAX UTILITIES MANAGEMENT, INC.**, a Florida profit corporation with principal address at 5465 Verna Boulevard, Jacksonville, Florida 32205 (hereinafter the “Contractor”).

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 the repair, replacement, and new construction of storm sewer systems, roadways, and all other supporting, appurtenant work as deemed necessary at various locations within the North Area resulting in a complete storm sewer and roadway infrastructure, all in accordance with plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made October 3, 2024.

2. 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 Robert Young for the Right of Way and Stormwater Maintenance Division of the Department of Public Works, bid number ITB-15893-24, bid date August 29, 2024, designated as *Bid Specifications for Storm Sewer Replacement and New Construction – North Area*, 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 amount not to exceed FOURTEEN MILLION FIVE HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 04/100 DOLLARS (\$14,591,777.04), at and for the prices and on the terms contained in the Contract Documents; *provided however*, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase orders are issued.

3. The term of this Contract shall commence upon the Effective Date and shall remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through September 30, 2027, with one (1) two-year renewal option.

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

5. 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.

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

7. This Contract and all amendments hereto 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.

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

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

ATTEST:

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



CITY OF JACKSONVILLE

By Donna Deegan
Donna Deegan, Mayor

OWNER

Karen Bowling
Chief Administrative Officer
For Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

WITNESS:

Anne-Marie James
Signature
Anne-Marie James
Type/Print Name
Secretary/Treasurer
Title

JAX UTILITIES MANGEMENT, INC.

Charles D. Freshwater
Signature
Charles D. Freshwater
Type/Print Name
President
Title

CONTRACTOR

Encumbrance & funding information is found on the next page.

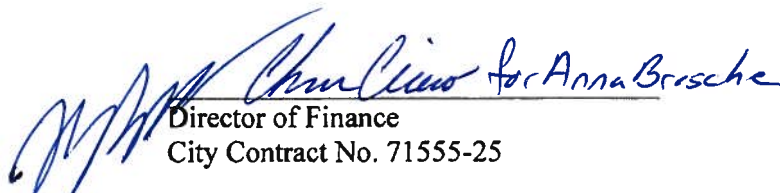
Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount
	\$14,591,777.04

Total Maximum Indebtedness: \$14,591,777.04

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

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


Director of Finance
City Contract No. 71555-25

Form Approve:


Office of General Counsel

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

CONTRACT NUMBER 71555-25

PERFORMANCE BOND NUMBER US006685

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Jax Utilities Management, Inc.

Principal Business Address: 5465 Verna Boulevard, Jacksonville, Florida 32205

Telephone: (904) 779-5353

As to the Surety:

Name: Euler Hermes North America Insurance Company

Principal Business Address: 100 International Drive, 22nd Floor, Baltimore, MD 21202

Telephone: 877 883-3224

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, 10th 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 the repair, replacement, and new construction of storm sewer systems, roadways, and all other supporting, appurtenant work as deemed necessary at various locations within the North Area resulting in a complete storm sewer and roadway infrastructure, all in accordance with plans, drawings, and specifications.

**RENEWAL REQUIRES A CONTINUATION CERTIFICATE APPROVED BY THE SURETY COMPANY.
THE TERM OF THIS BOND SHALL BE FROM OCTOBER 1, 2024 TO SEPTEMBER 30, 2027.**

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 **JAX UTILITIES MANAGEMENT, INC.**, as Principal (hereinafter the "Contractor"), and Euler Hermes North America Insurance Company, a corporation organized and existing under the laws of the State of MD 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 **FOURTEEN MILLION FIVE HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 04/100 DOLLARS (\$14,591,777.04)**, 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 71555-25 (the "Contract"), effective as of the 1st day of October, 2024, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the repair, replacement, and new construction of storm sewer systems, roadways, and all other supporting, appurtenant work as deemed necessary at various locations within the North Area resulting in a complete storm sewer and roadway infrastructure, in strict accordance with plans and specifications prepared for the Right of Way and Stormwater Maintenance Division of the Department of Public Works, bid number ITB 15893-24, bid date August 29, 2024, designated as *Bid Specifications for Storm Sewer Replacement and New Construction – North Area*, 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 at law, in accordance with the laws and statutes of the State of Florida.

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

PROVIDED FURTHER, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days after the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

(2) **(A)** Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; **(B)**

alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. (C) Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

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

PROVIDED FURTHER, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including

all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

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 left blank intentionally. Signature page follows immediately.]

SIGNED AND SEALED this 9th day of January, 2025.

WITNESS:

JAX UTILITIES MANAGEMENT, INC.

[Signature]
Signature

Anne-Marie James
Type/Print Name Type/Print Name

Secretary/Treasurer
Title

[Signature]
Signature

Charles D. Freshwater

President
Title

AS PRINCIPAL

Signed, Sealed, and Delivered
in the Presence of:

[Signature]
Gia Tavella, Witness

Euler Hermes North America
Insurance Company

By [Signature]
Its Attorney-In-Fact, Patti K. Lindsey

AS SURETY

Name of Agent: Seubert & Associates, Inc.

Address: 225 North Shore Drive, Suite 300

Pittsburgh, PA 15212



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

Form Approved:

[Signature]
Office of General Counsel



Allianz
Trade

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this
Power of Attorney is not more than: **11**

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.


NAME	ADDRESS	LIMIT OF POWER
Wendy A. Bright; Cheri L. Ritz; Natasha Kerr William M. Chapman; Madeline P. Lovett Barbara A. Leeper; Giavonna D. Tavella Pamela M. Anderson; Nancy L. Jirku Patti K. Lindsey; Joshua Restauri	225 North Shore Drive Suite 300 Pittsburgh, PA 15212	Unlimited

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December, 20 23.

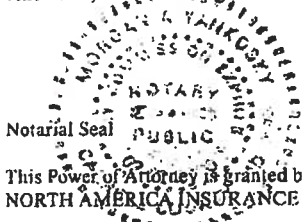



James Daly, President and CEO-The Americas


Nicholas P. Verna II, Senior Vice President
and Regional Head of Surety and
Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December, 20 23, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.




Morgan A. Yankovsky
Notary Public

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.


RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of January, 20 25.




Nicholas P. Verna II, Senior Vice President and Regional
Head of Surety and Guarantee, Americas

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

CONTRACT NUMBER 71555-25

PAYMENT BOND NUMBER US006685

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Jax Utilities Management, Inc.

Principal Business Address: 5465 Verna Boulevard, Jacksonville, Florida 32205

Telephone: (904) 779-5353

As to the Surety:

Name: Euler Hermes North America Insurance Company

Principal Business Address: 100 International Drive, 22nd Floor, Baltimore, MD 21202

Telephone: 877-883-3224

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, 10th 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 the repair, replacement, and new construction of storm sewer systems, roadways, and all other supporting, appurtenant work as deemed necessary at various locations within the North Area resulting in a complete storm sewer and roadway infrastructure, all in accordance with plans, drawings, and specifications.

**RENEWAL REQUIRES A CONTINUATION CERTIFICATE APPROVED BY THE SURETY COMPANY.
THE TERM OF THIS BOND SHALL BE FROM OCTOBER 1, 2024 TO SEPTEMBER 30, 2027.**

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

CITY OF JACKSONVILLE, FLORIDA

PAYMENT BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that **JAX UTILITIES MANAGEMENT, INC.**, as Principal (hereinafter the "Contractor") and ^{Euler Hermes North America} Insurance Company, a corporation organized and existing under the laws of the State of MD 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 **FOURTEEN MILLION FIVE HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 04/100 DOLLARS (\$14,591,777.04)**, 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 71555-25 (the "Contract"), effective as of the 1st day of October, 2024, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the repair, replacement, and new construction of storm sewer systems, roadways, and all other supporting, appurtenant work as deemed necessary at various locations within the North Area resulting in a complete storm sewer and roadway infrastructure, in strict accordance with plans and specifications prepared for the Right of Way and Stormwater Maintenance Division of the Department of Public Works, bid number ITB-15897-24, bid date August 29, 2024, designated as *Bid Specifications for Storm Sewer Replacement and New Construction – North Area*, 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 at 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

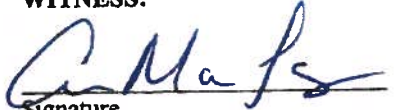
delivery of the materials or equipment, or within ninety (90) days after the Principal's receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes later, 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.


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

SIGNED AND SEALED this 9th day of January, 2025.

WITNESS:



Signature
Anne-Marie James
Type/Print Name
Secretary/Treasurer
Title

JAX UTILITIES MANAGEMENT, INC.


Signature
Charles D. Freshwater
Type/Print Name
President
Title

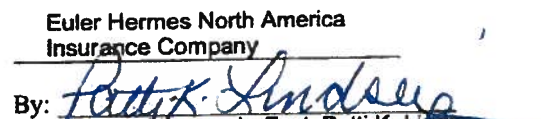
AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:


Gia Tavella, Witness



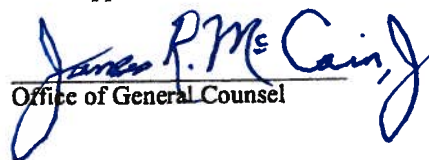
Euler Hermes North America
Insurance Company

By: 
Its Attorney-In-Fact, Patti K. Lindsey

AS SURETY

Name of Agent: Seubert & Associates, Inc.
225 North Shore Drive, Suite 300
Address: Pittsburgh, PA 15212

Form Approved:


Office of General Counsel

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



Allianz
Trade

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this
Power of Attorney is not more than: **11**

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.


NAME	ADDRESS	LIMIT OF POWER
Wendy A. Bright; Cheri L. Ritz; Natasha Kerr William M. Chapman; Madeline P. Lovett Barbara A. Leeper; Giavonna D. Tavella Pamela M. Anderson; Nancy L. Jirku Patti K. Lindsey; Joshua Restauri	225 North Shore Drive Suite 300 Pittsburgh, PA 15212	Unlimited

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December, 20 23.

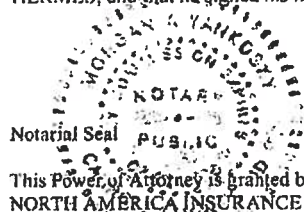


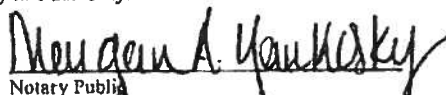

James Daly, President and CEO-The Americas


Nicholas P. Verna II, Senior Vice President
and Regional Head of Surety and
Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December, 20 23, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.




Morgan A. Yankovsky
Notary Public

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.


RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of January, 20 25.




Nicholas P. Verna II, Senior Vice President and Regional
Head of Surety and Guarantee, Americas

**Part 1: Form Type** JPAC Award Request and Administrative Details

Goods and/or Services: ITB-15893-24 Storm Sewer Replacement and New Construction - North Area

Requested Action/Authority:

Recommend approval of award to Jax Utilities Management, Inc. as the lowest responsive, responsible bidder in the total not-to- exceed award amount of \$14,591,777.04 for the initial three-year term. Period of service will be from October 1, 2024 through September 30, 2027 with one (1) two-year renewal option.

Justification/Explanation:

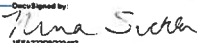
Jax Utilities Management, Inc. submitted the lowest responsive, responsible bid. Funding source - be determined based on projects

Legal Contract #:	TBD	Contract Date:	10/01/2024	Change Order/AMD #:	N/A
PO/Release #:	N/A	Bid Date:	08/29/2024	Awarded Supplier:	Jax Utilities Management, Inc.
Licenses Verified:	Yes	Effective Date:	10/03/2024	Basis of Award:	LPTA
Federally Funded:	No	No. Invited:	142	Responses Received:	2
Solicitation:	ITB - 15893 - 24	Procurement Contract #:	POA - TBD	Attachments:	
Executed By:	Office of General Counsel				
PoP:Base:	3 years	Options:	one (1) two-year renewal option	Extension(s):	N/A
JSEB Rec.:	Participation	%:	25	Bonds Waived Pursuant To:	N/A

Fund:	00000	Center:	000000	Acct:	000000	Proj:	00000000	Activity:	0000000000	\$	14,591,777.04
Fund:		Center:		Acct:		Proj:		Activity:		\$	
Fund:		Center:		Acct:		Proj:		Activity:		\$	
New NTE/GMP:	\$ 14,591,777.04	Contingent Amount:	\$ 0.00	DMP/ODPO Amount:	\$ 0.00						

Using Agency/BU: PWGM:R-O-W_AND_STORMWATER_MAINTENANCE

Concurrence:  Title: CHIEF OF RIGHT OF WAY AND STORMWATER MAINTENANCE 9/16/2024

Concurrence:  Title: DIRECTOR OF PUBLIC WORKS 9/18/2024

Concurrence: Title:

Concurrence: Title:

Procurement Analyst/Buyer:  Chief of Procurement:  9/23/2024

Name: David Klages Name: Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations

All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve: 3

Members Who Disapprove: 0


Other Action: N/A

Date: 10/3/2024

Part 3: Final Awarding Authority Action

Action: Approved

Date: 10/3/2024

Signature: 

DS
Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of
Executive Order No. 2023-02

Contract Purchase Agreement POA-71555-25



Agreement	POA-71555-25
Agreement Date	04-OCT-2024
Revision	0
Agreement Amount	14,591,777.04 USD
Solicitation Number	ITB-15893-24 (CP-0095-24)

Sold To **City of Jacksonville**
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier **Jax Utilities Management, Inc.**
5465 Verna Boulevard
JACKSONVILLE, FLORIDA 32205

Notes In accordance with ITB-15893-24 (CP-0095-24) Storm Sewer Replacement and New Construction - North Area (contract #71555-25).

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20506	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	End Date	Confirm To		
30-Sep-2024	29-Sep-2027	David Klages dklages@coj.net		

This Order is subject to the General Conditions attached here to.
 Manufacturer's Federal excise tax exempt no 59-89-0120K
 Florida State sales and use tax exemption no. 85-8012621607C-8

Approved by Dustin L. Freeman, Chief of Procurement Division