

9638.01

**CONTRACT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
CONCRETE PRESERVATION AND REPAIR, LLC  
FOR  
YATES BUILDING PARKING GARAGE REPAIRS**

THIS CONTRACT is executed as of this 3 day of March, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and CONCRETE PRESERVATION AND REPAIR, LLC (hereinafter the "Contractor"), a Florida limited liability company with principal office at 11468 New Berlin Road, Jacksonville, Florida 32226, for repair of the Yates Building Parking Garage.

**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 to repair the concrete deck, the structural deterioration on the 6<sup>th</sup> (top) level, and the stairs of the Yates Building Parking Garage, located at 211 East Adams Street, Jacksonville, Florida 32202 (hereinafter the "Project"), including, but not limited to repair of the slab, curb, beams, and columns, removal and replacement of existing damaged floor and vertical expansion joints at the stairs, slab crack routing and sealing, curb epoxy injection, removal and reinstallation of traffic cables at column, repair, removal and replacement of topping for drainage and connection angles, cleaning and coating of beam and joist plates, and all other related work required to complete the Project, all in accordance with plans and specifications hereinafter

referred to and has been awarded this Contract for said work pursuant to award made December 13, 2013.

2. The Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said work in accordance with plans and specifications prepared by City of Jacksonville - Engineering & Construction Management Division and V·R·L Architects, Inc., bid numbered JCF-0007-14, bid date October 8, 2013, designated as *City of Jacksonville Bid Specifications for Yates Building Parking Garage Repairs*, 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, hereby specifically made a part hereof to the same extent as if fully set out herein, for an amount not-to-exceed ONE HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED NINETY-EIGHT AND 00/100 USD (\$144,698.00), 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, 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.

6. 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 intentionally left blank. Signature page follows immediately.]**

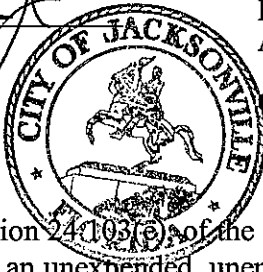
IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

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

By Alvin Brown  
Alvin Brown, Mayor



OWNER

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

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, and that provision has been made for the payment of monies provided therein to be paid.

C. Russell Belton  
Director of Finance  
9638-01

Encumbrance & funding information is found on the next page.

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

ATTEST:

CONCRETE PRESERVATION AND REPAIR, LLC

Max Hjelm  
Signature  
Max Hjelm  
Type/Print Name  
Project Manager  
Title

Jason Bonsquet  
Signature  
Jason Bonsquet  
Type/Print Name  
MCOR  
Title

CONTRACTOR

ENCUMBRANCE & FUNDING INFORMATION:

Account.....	PWCP31OPB519-06505-PW0749-01
Amount.....	\$144,698.00
TOTAL.....	\$144,698.00