

7920-38

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
ONAS CORPORATION
FOR
HALSEMA ROAD LIVESTOCK FARM TRAILHEAD**

THIS CONTRACT is executed as of this 9 day of June, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida (hereinafter the "Owner" or the "City"), and ONAS CORPORATION, a Florida profit corporation with principal office at 2050 University Boulevard North, Jacksonville, Florida 32211 (hereinafter the "Contractor"), for construction of the Halsema Road Livestock Farm Trailhead (hereinafter the "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 to construct the Halsema Road Livestock Farm Trailhead at 1382 Halsema Road North, Jacksonville, Florida 32220, including but not limited to the installation of a pavilion, a well and pump system, a dirt parking lot, and a horse wash rack, the removal and disposal of fencing, the removal of existing concrete culvert pipe, the installation of a new electrical pole, drop conduit, access gates, and concrete sidewalk, 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 April 2, 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 work in accordance with plans and specifications prepared for the Engineering Division of the Department of Public Works of the City of Jacksonville, bid numbered JCF-0053-15, bid date January 21, 2015, designated as *Specifications for Halsema Road Livestock Farm Trailhead*, 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 TWO HUNDRED THIRTEEN THOUSAND ONE HUNDRED SIXTY-TWO AND 00/100 DOLLARS (\$213,162.00), at and for the prices and on the terms contained in the Contract Documents.

3. 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.

4. 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 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 Contractor's representative who signed this Contract at the address specified in the Contract Documents.

5. 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.

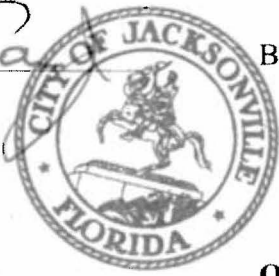
IN WITNESS WHEREOF, the parties hereto have ~~readily~~ executed this Contract, in duplicate, the day and year first above written.

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

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



By: Alvin Brown, Mayor
Alvin Brown, Mayor
OWNER

WITNESS:

Renee Gadling
Signature

Renee Gadling
Type/Print Name
Admin. Assistant.
Title

ONAS CORPORATION

Bande Onasanya
Signature

Bande Onasanya
Type/Print Name
President
Title
CONTRACTOR

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. Ronald Bell
Director of Finance
City Contract No. 7920-38

Encumbrance & funding information is found on the next page.

Form Approved:

James R. McCain
Office of General Counsel

ENCUMBRANCE & FUNDING INFORMATION:

Account PRCP331F5720-06505-PR0312-06-PRC104-04:	\$33,688.34
Account PRCP331F5720-06503-PR0312-06-PRC104-04:	\$96,500.00
Account PRCP331F5720-06505-PR0312-06-PRC103-04:	<u>\$82,973.66</u>
TOTAL:	\$213,162.00