

CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
THE TOURING COMPANY, INC.
FOR

9.435-14

HOWALT COURT NORTH UNDERDRAIN REPLACEMENT

THIS CONTRACT is executed as of this 12 day of Feb, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and THE TOURING COMPANY, INC. (hereinafter the "Contractor"), a Florida profit corporation with principal office at 8833 Perimeter Park Boulevard, Suite 201, Jacksonville, Florida 32216.

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 replacing the underdrain at Howalt Court North (hereinafter the "Project"), including, but not limited to clearing, earthwork, turf seeding and sodding, temporary surface water control, underdrain installation, drainage structure modification, concrete removal, curb and gutter construction, roadway construction, and other related work shown on construction plans, all in accordance with plans and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made January 31, 2014.

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 Connelly & Wicker Inc., bid numbered JCF-0041-14, bid date January 3, 2014, designated as *Specifications for Howalt Court North Underdrain Replacement*, 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 TWELVE THOUSAND FIVE HUNDRED FIFTY-SIX AND 68/100 USD (\$112,556.68), 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. 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 above.

5. 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.

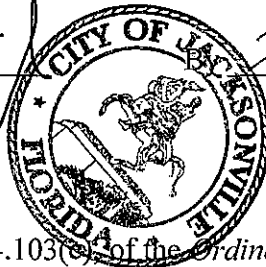
[Remainder of page intentionally left blank. Signature page follows immediately.]

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



Alvin Brown
Alvin Brown, Mayor
OWNER

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 Belton
Director of Finance
9/23/14

Encumbrance & funding information is found on the next page.

Form Approved:

James R. McCain
Office of General Counsel

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

WITNESS:

[Signature]
Signature
JASON LABINTE
Type/Print Name
Project Manager
Title

THE TOURING COMPANY, INC.

[Signature]
Signature
DAVID E TOURING
Type/Print Name
PRESIDENT
Title

CONTRACTOR

ENCUMBRANCE & FUNDING INFORMATION:

Account PWCP462SD-06505-PW0072-01.....	\$75,187.93
Account PWCP341SD541-06505-PW0072-01.....	\$1,021.08
Account PWCP31FSD541-06505-PW0072-01.....	<u>\$36,347.67</u>
TOTAL.....	\$112,556.68