

9161-15

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
PINNACLE CIVIL AND GENERAL CONTRACTORS, LLC
FOR
FERNANDINA AVENUE DRAINAGE IMPROVEMENTS**

THIS CONTRACT is executed as of this 7 day of March, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter the "Owner" or the "City"), and PINNACLE CIVIL AND GENERAL CONTRACTORS, LLC, a Florida limited liability company with office at 13816 Deer Chase Place, Jacksonville, Florida 32224 (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 and best responsible bidder for furnishing all labor, materials, and equipment and performing all operations necessary for the Fernandina Avenue drainage improvements (hereinafter the "Project") including, but not limited to, installing drainage structures and pipes, clearing, earthwork, topsoil and sodding, and temporary surface water control, all in accordance with plans and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made February 7, 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-0039-14, bid date January 10, 2014, designated as *SPECIFICATIONS FOR FERNANDINA AVENUE DRAINAGE IMPROVEMENTS*, 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 hereby specifically made a part hereof by reference to the same extent as if fully set out herein

for the total amount of FORTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-FOUR AND 09/100 DOLLARS (\$48,174.09), at and for the prices and on the terms contained in the Contract Documents.

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

4. 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



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. Ronald Bolton
Director of Finance
9161-15
BT

Form Approved:

James R. McCain
Office of General Counsel

ATTEST:

PINNACLE CIVIL & GENERAL CONTRACTORS, LLC

Tammy Hester
Signature
Tammy Hester
Type/Print Name
Administrative
Title

Javier Garcia
Signature
Javier Garcia
Type/Print Name
President
Title

CONTRACTOR