

9600-10

**CONTRACT**  
**BETWEEN**  
**THE CITY OF JACKSONVILLE**  
**AND**  
**JB UNDERGROUND, INC.**  
**FOR**  
**OSPREY COURT DRAINAGE IMPROVEMENTS**

**THIS CONTRACT** is executed as of this 14 day of October, 2013, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter sometimes the "Owner" or the "City"), and JB UNDERGROUND, INC., a Florida profit corporation with office at 17053 Oak Hill Road, Hilliard, FL 32046 (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 to construct drainage improvements at Osprey Court (hereinafter the "Project"), including, but not limited to, installing new underdrain, replacing driveways, relocating utilities, performing pavement and curb replacement, and all other related work as shown on the 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 July 24, 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 Eisman & Russo, bid numbered JCF-0065-13, bid date May 24, 2013, designated as *OSPREY COURT DRAINAGE IMPROVEMENTS*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Division 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 EIGHTY-NINE THOUSAND THREE HUNDRED NINETY-THREE AND 70/100 DOLLARS (\$89,393.70), 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

In accordance with Section 24.105(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  
9600-10 BT

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

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

ATTEST:

J.B. UNDERGROUND, INC.

Bridget Boyd  
Signature  
Bridget Boyd  
Type/Print Name  
Vice President  
Title

Joseph E. Boyd  
Signature  
Joseph Boyd  
Type/Print Name  
President  
Title

CONTRACTOR