

9571-05

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
KIRBY DEVELOPMENT, INC.
FOR
RENNE DRIVE NORTH CULVERT REPLACEMENT**

THIS CONTRACT is executed as of this 26 day of NOV, 2013, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter sometimes the "Owner" or the "City"), and KIRBY DEVELOPMENT, INC., a Florida profit corporation with office at 4312 Pablo Professional Court, 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 to install drainage structures and pipes on Renne Drive North, including but not limited to clearing, earthwork, topsoil, sodding, temporary surface water control, and all other related work, all in accordance with contract drawings, plans, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to amended award made October 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 Connelly & Wicker, Inc. for the Right-of-Way and Grounds Maintenance Division of the City of Jacksonville, bid numbered JCF-0094-13, bid date August 9, 2013, designated *Specifications for Renne Drive North Culvert 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 hereby specifically made a part

hereof by reference to the same extent as if fully set out herein for the total amount of TWO HUNDRED TWENTY-ONE THOUSAND FOUR HUNDRED THIRTY-SEVEN AND 48/100 DOLLARS (\$221,437.48) for Part A, at and for the prices and on the terms contained in the Contract Documents. Parts B and C in the amount of \$23,549.53 will be funded by JEA in a separate agreement for a revised total not-to-exceed \$244,987.01.

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 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.]

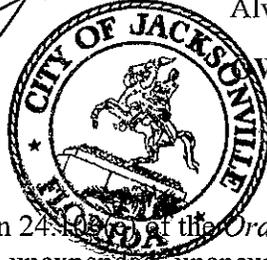
IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in duplicate the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

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

By Karen Bowling
Alvin Brown, Mayor



OWNER

In accordance with Section 24.102(7) 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
9571-05 785

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:

KIRBY DEVELOPMENT, INC.

Lisa Kirby
Signature
Lisa Kirby
Type/Print Name
Sec/Treas.
Title

Peter B. Kirby
Signature
Peter B. Kirby
Type/Print Name
President
Title

CONTRACTOR