

10018

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
FLORIDA NATIVES NURSERY, INC.
FOR**

STORMWATER OUTFALL DITCH CLEANING AND REHABILITATION

THIS CONTRACT is executed as of this 2nd day of July, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and FLORIDA NATIVES NURSERY, INC. (hereinafter the "Contractor"), a Florida profit corporation with principal office at 4115 Native Garden Drive, Plant City, FL 33565, for stormwater outfall ditch cleaning and rehabilitation.

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 qualified to furnish, not by way of limitation, all labor, materials, and equipment, and performing all operations necessary for the complete cleaning and rehabilitation of various outfall ditches and Storm Water Management Facilities (SWMF) ponds located within the City's rights-of-way and easements, and all other related work shown on construction plans and described in the Scope of Work by use of mechanical equipment or manual labor (hereinafter the "Project"), all in accordance with plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made May 5, 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 the Right of Way and Stormwater Maintenance Division of the City of

Jacksonville's Department of Public Works, RFQ numbered RFQ-0053-14, RFQ date March 26, 2014, designated as *Request for Qualifications for Stormwater Outfall Ditch Cleaning and Rehabilitation*, 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, in a total amount not-to-exceed ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 USD (\$1,500,000.00), at and for the prices and on the terms contained in the Contract Documents.

3. This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until September 30, 2015, or earlier termination. This Agreement may be renewed for two (2) additional two (2) year periods upon provisions, terms, and conditions mutually agreeable to the parties.

4. 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.

5. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.

6. 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 in the Contract Documents.

7. 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.

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

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.

~~Director of Finance~~

Encumbrance & funding information is found on the next page.

Form Approved:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

FLORIDA NATIVES NURSERY, INC.

Sandra L. Cover
Signature

Laurie Milum
Signature

Sandra L. Cover
Type/Print Name

Laurie Milum
Type/Print Name

Office Manager
Title

President
Title

ENCUMBRANCE & FUNDING INFORMATION:

Account..... PWGM461SW-03410 & PWCP462SD-06505-PW0072-01
Amount..... \$1,500,000.00
TOTAL..... \$1,500,000.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.

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; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.



Director of Finance

City Contract # 10018

