7920---

CONTRACT BETWEEN THE CITY OF JACKSONVILLE AND ONAS CORPORATION FOR HALDUMAR TERRACE ROADWAY IMPROVEMENTS

THIS CONTRACT is executed as of this 23 day of _____, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida (hereinafter the "Owner" or the "City"), and ONAS CORPORATION, a Florida profit corporation with principal office at 2050 University Boulevard North, Jacksonville, Florida 32211 (hereinafter the "Contractor"), for the Haldumar Terrace Roadway Improvements (hereinafter the "Project").

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 the Project, including but not limited to concrete and asphalt removal, drainage removal, roadway construction, drainage construction, paver sidewalk, curb and gutter, sidewalks, driveways, utility adjustments, sodding, dewatering, maintenance of traffic, erosion control, pollution abatement, and all other related work required to complete the Project, all in accordance with plans and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made June 23, 2015.

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 for the Department of Public Works of the City of Jacksonville by Waitz & Moye, bid numbered JCF-0131-14, bid date August 27, 2014, Project No. 12-50237, designated as *Haldumar Terrace Roadway Improvements Contract Documents & Specifications*, 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 TWO HUNDRED SEVEN THOUSAND THREE HUNDRED FIFTY-FOUR AND 00/100 DOLLARS (\$207,354.00), at and for the prices and on the terms contained in the Contract Documents.

3. On Contractor's faithful performance of this Contract, 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, Owner has the absolute right to terminate this Contract without cause for convenience by giving 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 Contractor's representative who signed this Contract at the address specified in the Contract Documents.

5. 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.

IN WITNESS WHEREOF, the parties	hereto have duly executed this Contract in	354
duplicate the day and year first above written.		- zuio-05
ATTEST: By: Armes R. McCain, Jr. Corporation Secretary	CITY OF JACKSONVILLE, FLORIDA By: Lenny Curry, Mayor Curry Administrative Chief Administrativ	5
WITNESS: Mence Accellan Signature Renee Gadling Type/Print Name	ONAS CORPORATION Signature Bandele Onasanya Type/Print Name	
Administrator Title	<u>President</u> Title	

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in

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 , Ac City Contract No. ______

Encumbrance & funding information is found on the next page.

Form Approved:

ame fice of General

G:\Gov't Operations\JMCain\PW\Contracts\OnasCorp.HaldumarTerrace.062915.docx

ENCUMBRANCE & FUNDING INFORMATION:

.

Account: PWCP462SD-06505-PW745-02

Amount: \$207,354.00

waye i and a manager and an and a set

Ą	CORD CERT	ΊF	IC	ATE OF LIA	BIL	ITY IN	SURA	NCE		(MM/DD/YYYY) 7/2015		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to												
the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).												
_	RETTREAM FICTORY IN THEY OF SUCH ENGINE		ш(с),		CONTAI NAME:	er		 ·		<u></u>		
Insureon (BIN Insurance Holdings LLC.)			nsurance Holdings LLC.)	FAX (AND)								
4				xpy. South, Suite 115	E MAR. ACTRESS. PRODUCER							
Allen, TX 75013				5	PRODUCER CUSTOMER HD #:							
NSU					INBURER(8) AFFORDING COVERAGE NAK							
				F			Speciany Insu	irance Company	,	12537		
	is Corporation 0 University N			F	NSURER B :							
Jac	ksonville, FL 32211			r	INCURE							
					NSURE	RE:						
					WISLINE	RF:				l		
	VERAGES CER		_	NUMBER:		N ISSUED TO		REVISION NUMBER:		ICY PEDION		
IN Cl E)	DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I (CLUSIONS AND CONDITIONS OF SUCH	equir Perti Polk	emei Ain, Cies,	NT, TERM OR CONDITION (THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	of an' Ed by	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER E S DESCRIBED PAID CLAIMS.	OCUMENT WITH RESP	ECT TO	WHICH THIS		
LTR	TYPE OF INSURANCE	ADOL	SUBR WVD	POLICY WUNSER		POLICY EFF (MM/DD/YYYY)	POLICY EXP MIN/CONYYYY		ITS .			
	GENERAL LIABILITY							EACH OCCURRENCE	\$ 1.00			
								DAMAGE TO RENTED PREMISES (En pocurrence)	\$ 50,0			
A	CLAIMS-MADE 🖌 OCCUR			PHI1006812139		3/31/2015	3/31/2016	MED EXP (Any one person) PERSONAL & ADV INJURY	\$ 5,00			
~								GENERAL AGGREGATE	\$ 2,00			
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMPIOP AGO	\$ 1,00	0,000		
							•		\$			
			_					COMBINED SINGLE LIMIT (Es accident)	\$			
	ANY AUTO					1		BODLY INJURY (Per person)	1			
	ALL OWNED AUTOS							BOOLY NURY (Per acciden	8			
	HIRED AUTOS					ļ		PROPERTY DAMAGE (Per accident)				
	NON-OWNED AUTOS			1					8			
									S			
		ļ						EACH OCCURRENCE				
	EXCESS LIAB CLAMS-MADE					· ·		AGGREGATE				
	DEDUCTIBLE		ł	1		-						
_	RETENTION S WORKERS COMPENSATION	┢───				 .	<u> </u>	WC STATU- OT	- \$			
	AND EMPLOYERS' LIAMUJTY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N OFFICER/MEMBER EXCLUDED?			1			1	E.L. EACH ACCIDENT	\$			
•	(Mandalory In NH)	["""	ŀ				{	E.L. DISEASE - EA EMPLOY	E \$			
	If yes, describe under DESCRIPTION OF OPERATIONS below			<u> </u>		<u> </u>	<u> </u>	E.L. DISEASE - POLICY LIMI	<u>r]</u>			
	1		1									
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LEA (L	ACORD 101, Additional Remarks	Schedul	e. Miniora sicaca i	s required)	<u> </u>				
		•				-,						
CERTIFICATE HOLDER CANCELLATION												
Insured Copy			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
						Jul Kan						

The BOARD same and loss on an electric deside of BOARD

.

© 1988-2009 ACORD CORPORATION. All rights reserved.

SUBJECT: HALDUMAR TERRACE ROADWAY IMPROVEMENTS

BID# JCF-0131-14

• • •

OPEN DATE: 2014-08-27

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

JSEB SET-ASIDE- CONSTRUCTION FIXED

AGENCY: PUBLIC WORKS

BASIS OF AWARD: TOTAL BID- LOWEST RESPONSIVE, RESPONSIBLE BIDDER, PARTS A AND B

NUMBER OF BIDS INVITED <u>4</u> NUMBER RECEIVED <u>9</u> OTHER <u>0</u>

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval of award to Onas Corporation, as the lowest responsive, responsible bidder for Haldumar Terrace Roadway Improvements. Total award amount for Part A \$207,354.00 (City's Portion); Part B- \$10,800.00 (JEA) for a total bid amount not-to-exceed \$218,154.00. JEA portion of \$10,800.00 to be awarded in a separate agreement.

Funding for this award to be encumbered by account: PWCP462SD-06505-PW0745-02- to be executed by formal contract through Office of General Counsel.

Attachments: Recommendation Memo, Bid Tabulation Sheet, JSEB Letter, Basis of Award, Scope of Work

BUYER: MARILYN

RESPECTFULLY SUBMITTED:

GH CHIEF PI ISION

CONCURRENCE BY: William J. Joyce, P.E., Chief, Engineering and Construction Management Division

(ALL AWARD ACTIONS SUBJECT TO I ACTION-OF GGAC COMMITTEE O MEMBERS APPROVING	N RECOMMENDATIONS ABOVE
(alhoring)	OTHER:
James KIK Cil	
ACTION OF AWARDING AUTHORITY	DATE: 6/27/14
APPROVED DISAPPR	OVED
OTHER	-6 150
SIGNATURE OF AUTHENTIGATION	-PAI
Deputy Chief Administrative Officer (For: Mayor Alvin Brown Under Authority of: Executive Order No. 2015-01	FORM GB-108, Revised 12/2007