9424.21

CONTRACT BETWEEN THE CITY OF JACKSONVILLE AND PARS CONSTRUCTION SERVICES, LLC FOR SOUTHSIDE TENNIS COURTS

THIS CONTRACT is executed as of this And day of ______, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter the "Owner" or the "City"), and PARS CONSTRUCTION SERVICES, LLC, a Florida limited liability company with office at 7643 Gate Parkway, Suite 104-82, Jacksonville, Florida 32256 (hereinafter the "Contractor") for the Southside Tennis Courts 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 and best responsible bidder for furnishing all labor, materials, and equipment and performing all operations necessary for the Southside Tennis Courts Project, Parts A and B (hereinafter the "Project"), including but not limited to demolition and construction of six asphalt tennis courts and resurfacing of one practice court, including mobilization, site preparation, maintenance of traffic, storm drainage, erosion control, replacement of existing fencing, and all other related work, all in accordance with plans and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made May 23, 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 Engineering & Construction Management Division of the Public Works Department and Hanson Professional Services, Inc., bid numbered JCF-0056-14, bid date March 12, 2014, designated as *SPECIFICATIONS FOR SOUTHSIDE TENNIS COURTS*, 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 THREE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-SEVEN AND 28/100 DOLLARS (\$348,987.28), 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 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.

CITY OF JACKSONVILLE, FLORIDA Den Brown, Mayor VNER **ATTEST:** Bγ James R. McCain, Jr. *Corporation* Secretary

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonvike, 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. Romel Botton

Director of Finance 9424-21

Form Approved:

fice of General Counse

WITNESS:

<u>UD. (amp</u> Signature

April Campbell

Type/Print Name

Project Manager Title PARS CONSTRUCTION SERVICES, LLC

IAN

Signature

Ali Hakimi Type/Print Name

President

Title

CONTRACTOR

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ENCUMBRANCE & FUNDING INFORMATION:

Account.....RCCP329F5720-069505-PR0409

Amount.....\$348,000.00

Account......RCCP329-F5720-069505-PR0597-01

Amount.....\$987.28

TOTAL.....\$348,987.28