

9424-22

**CONTRACT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
PARS CONSTRUCTION SERVICES, LLC  
FOR  
WATER STREET PARKING GARAGE  
PHASE I IMPROVEMENTS & CANOPY**

THIS CONTRACT is made and entered into as of this 25 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 PARS CONSTRUCTION SERVICES, LLC (hereinafter the "Contractor"), a limited liability company with principal office at 7643 Gate Parkway, 104-82, Jacksonville, Florida 32256.

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, transportation, equipment and supervision, and performing all operations necessary for Phase I construction of the Water Street Parking Garage (hereinafter referred to as the "Project"), including but not limited to complete construction of concrete and brick paver, curb cut ramps and sidewalks, landscape improvements (including retaining wall), pre-cast planter units, security gate and entrance grille, new aluminum canopy and railings, structural framing and foundation for the canopy and railings, new electrical lighting, electrical work and power, new card access and frame hardware, and all other related work not specified herein but which is necessary to complete the Project in accordance with plans and specifications hereinafter referred to, and has been awarded this Contract for said work pursuant to award made June 12, 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 City of Jacksonville Department of Public Works, Engineering Division and VRL Architects, Inc. bid numbered JCF-0069-14, bid date April 30, 2014, designated as *BID SPECIFICATIONS FOR WATER STREET PARKING GARAGE PHASE I IMPROVEMENTS AND CANOPY* (hereinafter the "Project 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 THREE HUNDRED TWENTY-NINE THOUSAND TWO HUNDRED SEVENTY-ONE AND 00/100 USD (\$329,271.00), at and for the prices and on the terms contained in the Contract Documents.

3. 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.

4. 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 on the signature page.

5. 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.

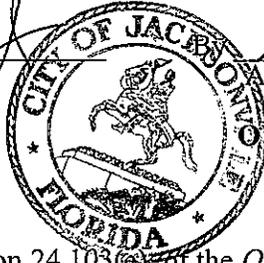
**[Remainder of page intentionally left blank. Signature page follows immediately.]**

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.  
Corporation Secretary



Alvin Brown, Mayor

OWNER

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.

A. Ronald Belton  
Director of Finance 9424-22

Encumbrance & funding information is found on the next page.

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

ATTEST:

PARS CONSTRUCTION SERVICES, LLC

April D. Campbell  
Signature

Ali Hakimi  
Signature

April Campbell  
Type/Print Name

Ali Hakimi  
Type/Print Name

Project Manager  
Title

President  
Title

CONTRACTOR

ENCUMBRANCE & FUNDING INFORMATION:

Account: PWCP329PB519-069505-PW0320-02 - 277,544.27 ✓  
Amount: \$329,271.00 - 51,726.73 ✓

TOTAL... \$329,271.00 ✓