

9045-22

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
AQUINO CONSTRUCTION, INC.
FOR**

ACME STREET POND DRAINAGE IMPROVEMENTS PROJECT

THIS CONTRACT, executed as of this 24th day of Sept, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter sometimes called the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and AQUINO CONSTRUCTION, INC. (hereinafter called the "Contractor"), a Florida corporation with offices at 8638 Stanmoor Court, Jacksonville, Florida 32244.

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, equipment and performing all operations necessary for the Acme Street Pond Drainage Improvement project, all in accordance with plans and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made August 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 HNTB Corporation, project number 12-52048, bid numbered JCF-0125-14, bid date July 8, 2014, designated as *SPECIFICATIONS FOR ACME STREET POND DRAINAGE IMPROVEMENTS*, 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 called the "Contract

Documents”) now on file in the Office of the Division 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 FIFTY-THREE THOUSAND SIX HUNDRED SIXTY AND 65/100 (\$53,660.65), 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.

6. In the event this Contract meets the statutory threshold, Contractor has certified that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., contractor agrees the CITY may terminate this Contract immediately without penalty if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

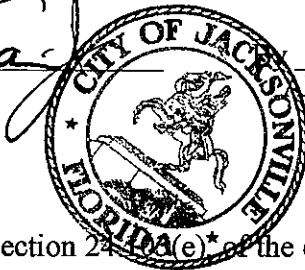
IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in

duplicate, the day and year first above written.

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
CITY OF JACKSONVILLE, FLORIDA
Under Authority of:
Executive Order No. 2013-04

ATTEST:

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



Karen Bowling
Alvin Brown, Mayor

OWNER

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.

C. Ronald Beltrami
Director of Finance 9045-22
BT

Encumbrance & funding information is found on the next page.

Form Approved:

James R. McCain, Jr.
Office of General Counsel

ATTEST:

AQUINO CONSTRUCTION, INC.

Valerie Aquino
Signature
Valerie Aquino
Type/Print Name
Vice President
Title

Elmo Aquino
Signature
ELMO AQUINO
Type/Print Name
PREHIDENT
Title

CONTRACTOR

ENCUMBRANCE & FUNDING INFORMATION:

Account.....PWCP462SD-06505-PW0072-01
Amount.....\$53,660.65
TOTAL.....