

CONTRACT FOR DESIGN AND INSTALLATION OF SHADE STRUCTURES  
IN CITY PARKS

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and SHADE STRUCTURES, INC. (“CONTRACTOR”).

The parties in consideration of the mutual covenants recited below agree as follows:

1. The CONTRACTOR shall furnish the labor, materials, and equipment to perform the contract as provided by the following enumerated Specifications and Documents (“Contract Documents”), attached and made part of this Contract:

- ⇒ This Contract
- ⇒ Addendum #3 dated May 22, 2017
- ⇒ Addendum #2 dated May 17, 2017
- ⇒ Addendum #1 dated May 2, 2017
- ⇒ City of Gainesville Request for Proposal #RECP-170039-DM dated May 1, 2017
- ⇒ Proposal of Shade Structures, Inc. dated \_\_\_\_\_

The Contract Documents constitute the entire agreement between the CITY and CONTRACTOR. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

2. The CITY shall pay Three Hundred Seventy Six Thousand Seventy Six Dollars and Eleven Cents (\$376,076.11) to the CONTRACTOR for the faithful performance of this Contract in the sums due upon verified invoice within 30 days of receipt in accordance with the Invitation to Bid.

3. The CONTRACTOR and the CITY further agree that time is of the essence of the CONTRACT and that the work under the CONTRACT is required to be completed within the time specified in the Contract Documents.

4. The term of this Contract shall commence upon execution and shall end on October 31, 2017.

5. This Contract, together with the attached bid documents, constitutes the entire agreement between the parties.

6. CONTRACTOR shall be considered an independent CONTRACTOR and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Contract Documents.

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written in two counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

(SEAL) (If Corporation)

ATTEST OR WITNESS:

SHADE STRUCTURES, INC.:

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST OR WITNESS:

CITY OF GAINESVILLE:

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Title: Anthony Lyons, City Manager

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney