

CONTRACT

THIS CONTRACT is made and entered into this 1st day of March A.D., 2000, by and between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and R. O. CAMP CONSTRUCTION, INC., ("CONTRACTOR").

The parties hereto in consideration of the mutual covenants herein recited, do hereby 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, which are attached hereto and made a part hereof as if fully contained herein:

- Invitation to Bid #000164-PWDE-RW dated November 19, 1999 including Project Manual for Gainesville Technology Enterprise Center, Volumes 1 and 2 and the complete drawing package
- Addenda Numbered 1 though 6
- Bid Form of R.O. Camp Construction, Inc. dated January 4, 2000

2. The CITY and CONTRACTOR acknowledge that the City Commission approved \$1.4 million for this construction project which is less than the bid of the CONTRACTOR. In order to proceed with the project, CONTRACTOR and CITY have broken the CONTRACTOR's base bid into three phases detailed in the Scope of Work outlined in Attachment 1 and summarized as follows:

Phase 1: Construction of Building Shell	\$1,296,435
Phase 2: Completion of 1st floor interior	\$644,658
Phase 3: completion of 2 nd floor interior	\$204,907

3. Upon signing of this contract and receipt of a Notice to Proceed, CONTRACTOR will begin construction of Phase 1 of the project as outlined herein. CITY will continue to work diligently to secure the required funding to finish the building in a timely manner. As funding is secured for Phases 2 and 3, the CITY will issue the appropriate notices to proceed to the CONTRACTOR. CONTRACTOR shall not proceed to construct Phase 2 and/or 3 without proper authorization from the CITY.

4. If Phase 2 is not added by April 18, 2000, CITY acknowledges that Phase 2 pricing may change due to the HVAC subcontractor not being able to maintain prices. Any increase to Phase 2 pricing will be the documented increase from the subcontractor. If Phase 2 cannot be added by April 18, 2000, then, to avoid the increase, CITY and CONTRACTOR may mutually agree to separate the cost of the electrical and HVAC material and release only that portion of Phase 2 work as long as funding is available for those tasks and materials.

5. CITY and CONTRACTOR agree to continue to work diligently to further value engineer the building and to finalize the gifting of construction materials. CITY also agrees to direct purchase materials identified by the CONTRACTOR so as to save sales tax. (potential items for Phase 1 are shown on Attachment 2).

6. As items are direct purchased by the CITY or donations received, or value engineering completed, change orders will be prepared reducing the contracted amount by the appropriate figure.

7. Should the CITY be unsuccessful in finding sufficient funds to complete Phase 2 and/or Phase 3, CONTRACTOR shall be compensated for construction done to the point they are notified to stop work.

8. The contract period for work under this agreement shall commence within ten (10) calendar days after receipt of Notice to Proceed and be substantially completed within eight months and shall be finally completed within thirty (30) calendar days after the date of Substantial Completion. Additional time for any delays caused by the CITY in implementing Phases 2 and 3 shall be added to the above time period for completion.

9. The CITY shall pay to the CONTRACTOR for the faithful performance of this Contract the sums due upon verified invoice within thirty (30) days of receipt.

10. In the case of specific conflict between this Contract, the City's Invitation to Bid(IFB), and the Contractor's Proposal, this Contract shall supersede both the City's IFB and Contractor's Proposal. The City's IFB shall also supersede the Contractor's Proposal.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

(SEAL) (If Corporation)

ATTEST OR WITNESS:

R.O. CAMP CONSTRUCTION,
INC.

D. Brady
Title: Staff Assistant II

Tom Alay
Title: PRESIDENT

ATTEST OR WITNESS:

CITY OF GAINESVILLE

Conchi M. Ossa
Title: Econ. Dev. Director

Wayne Bowen
City Manager

APPROVED AS TO FORM AND LEGALITY
By: Debra S. Babb
Debra S. Babb, Asst. City Attorney
City of Gainesville, Florida

SECTION 00300 - BID FORMS

A. BASE BID Two Million One Hundred Sixty Dollars (\$ 2,163,000)
 Gainesville Technology Enterprise Center Three thousand two ¹⁰⁰

B. The following alternates (as described in the Specifications) shall be additive:

+ ALTERNATE NO. 1 - Second Floor Interior Finishes Dollars (\$ 34,265.00)

+ ALTERNATE NO. 2 - Carpet in Rooms, 105,138,140,141 & 142 Dollars (\$ 2,027.00)

+ ALTERNATE NO. 3 - Brick Veneer Dollars (\$ 11,405.00)

+ ALTERNATE NO. 4 - Exterior Patio Canopy and related Structure Dollars (\$ 12,320.00)

minus +/- ALTERNATE NO. 5 - Alternate Exterior Wall Structure Dollars (\$ -17,000.00)

+ ALTERNATE NO. 6 - Pre-Engineered Fire Sprinkler System Dollars (\$ 11,800.00)

minus - ALTERNATE NO. 7 - Alternate Roof and pre-Engineered Roof Framing System Dollars (\$ -10,000.00)

C. UNIT PRICE NO. 1 - Interior Metal Stud Wall Assembly 9'0" high Dollars (\$ 36.75) /lin. ft

UNIT PRICENO. 1 - Installation of Interior Door and Related Frame and Hardware Dollars (\$ 475.00) /unit

There is enclosed a certified check, cashier's check, treasurer's check, bank draft or Bid Bond in the total amount of not less than five (5%) percent of the Base Bid payable to the City of Gainesville as a guarantee for the purpose set out in your Instructions to Bidders.

The Bidder hereby agrees that:

A. The base bid proposal and alternates shall remain in full force and effect for a period of sixty (60) calendar days after the time of the opening of this proposal and that the Bidder will not revoke or cancel this proposal or withdraw from the competition within the said sixty (60) calendar days.

B. In the event the Contract is awarded to this Bidder, he will enter into a formal written Agreement with the Owner in accordance with the accepted bid within ten (10) calendar days after said Contract is submitted to him and will furnish to the Owner a Contract Performance Bond and Labor and Material Bond with good and sufficient sureties, satisfactory to the Owner, in the amount of 100% of the accepted bid, the form and terms of which shall fully comply with Section 255.05, Florida Statutes. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.