

**ANNUAL CONTRACT FOR PICK-UP
OF REDI-MIX CONCRETE**

THIS CONTRACT is entered into this ___ day of _____, 2019, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and ARGOS USA LLC, a Georgia limited liability company registered to do business in Florida (“CONTRACTOR”).

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

1. The CONTRACTOR is the CITY’S primary vendor and shall furnish ready mix concrete on an “As Needed Basis” in the type and strength and at the prices as provided by the following enumerated Specifications and Documents (“Contract Documents”), attached and made a part of this Contract:

- a. This Agreement
- b. Addendum 1 dated January 18, 2019
- c. City of Gainesville Invitation to Bid dated December 19, 2018, Bid #PWDO-190020-MS
- d. Bid Form dated January 9, 2019

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. This paragraph replaces and supersedes Section 1 Paragraph 3.2 of Instruction to Bidders.

2. This Contract shall become effective on March 1, 2019 and shall continue through September 30, 2021, subject to termination as provided in the Contract Documents. However, upon satisfactory and faithful performance of this Contract by the CONTRACTOR, the parties may agree to extend the term of this contract for a 12-month period with a maximum of two (2) such extensions.

3. The CITY shall pay to the CONTRACTOR for the faithful performance of this Contract the sums due upon verified invoice within 30 days of receipt in accordance with the prices in the Bid Form. The budget for the contract period shall not exceed Ninety Thousand Dollars and Zero Cents (\$90,000.00) on an annualized basis.

4. 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 by the time of placement of the order.

5. 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. CONTRACTOR understands and agrees that as an independent contractor, CONTRACTOR and its officers, agents and employees are not entitled to any wages or benefits due to CITY employees.

6. Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the CITY, CONTRACTOR must:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter (119) or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY.
- D. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-334-5070, pubwrk@cityofgainesville.org, 405 NW 39th Ave, Box 58, Gainesville, FL 32627-0490.

7. This Contract, together with the attached Contract Documents, constitutes the entire agreement between the parties.

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.

CONTRACTOR WITNESS:

ARGOS USA LLC

Title: _____

Title: _____
Date: _____

CITY WITNESS:

CITY OF GAINESVILLE

Title: _____

City Manager
Date: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney