

041219 B

ANNUAL CONTRACT FOR SUPPLIES OR SERVICES

THIS CONTRACT is made and entered into this 6th day of June A D., 2005, by and between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation of the State of Florida ("CITY"), and The Dumont Company, Inc, ("CONTRACTOR").

The parties hereto in consideration of the mutual covenants herein recited, do hereby agree as follows:

1. The CONTRACTOR shall furnish the Sodium Hypochlorite and Storage Vessels and Containment Rental Equipment for the contract period as provided by the following enumerated Specifications and Documents, which are attached hereto and made a part hereof as if fully contained herein:

Bid Proposal No. RECX058520/CC

dated March 2, 2005

Bid Specifications for chlorine tanks, installation, service, and product fill requirements for Westside and Northeast Pools

Bid Fax Form of The Dumont Company, Inc

dated March 8, 2005

Addendum #1 dated March 8, 2005

Clarification Notice dated March 9, 2005

The Dumont Company, Inc letter dated March 9, 2005

Drug Free Workplace Form

Debarred and Suspended Bidders; Breach of Contract

Living Wage Compliance Form


2. The CITY shall pay to the CONTRACTOR for the faithful service of this Contract the sums due upon verified invoice within thirty (30) days of receipt. The maximum to be paid under this contract will be \$42,000.00 for the total two year contract (\$21,000.00 per year) per City Commission approval April 25, 2005, referencing File Number: 041219.

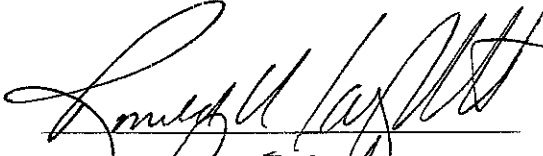
3. The obligations of the City as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement

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)

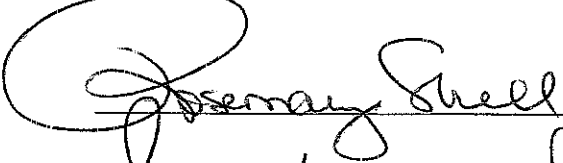
ATTEST OR WITNESS:

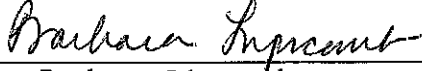

Title: Secy-Treasurer


Title: President

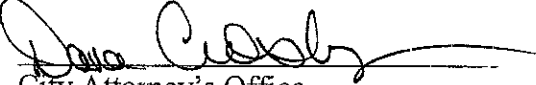
ATTEST OR WITNESS:

CITY OF GAINESVILLE


Title: Administrative Assistant


Barbara Lipscomb
~~Teresa Scott, Interim Assistant~~
City Manager

Reviewed as to form and legality


City Attorney's Office