

CONTRACT FOR BUS STOP IMPROVEMENTS PROJECT

THIS CONTRACT is entered into this ____ day of _____, 2014, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and HICKS SEAL COATING AND STIPING, a Florida Limited Liability company, (“CONTRACTOR”).

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

1. The scope of services includes furnishing all labor, material, equipment, and performing all operations necessary for the construction of concrete sidewalks, curb & gutters, concrete pads with varying dimensions for: ADA compliant landing pads; bench waiting pads; bus shelter pads; bicycle racks; and accessible connections to sidewalks, pedestrian paths, and streets, the installation and/or relocation of fixtures including bus shelters, street furniture and other appurtenances at the assigned locations in accordance with the Contract Documents. The fixtures shall be provided by the City of Gainesville and shall be delivered to a location to be determined at a later date within the City limits of Gainesville, Florida.

2. 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 a part of this contract:

- This Contract
- Addendum No. 1 dated May 22, 2014
- City of Gainesville Invitation to Bid dated May 8, 2014, Bid #PWDA-140044-DS
- Proposal of Hicks Seal Coating and Striping, LLC dated June 2, 2014

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.

3. The CITY shall make payment to the CONTRACTOR for the faithful performance of this contract the sum of One Hundred Seventeen Thousand Five Hundred Sixty dollars (\$117,560) in accordance with Section 20 of the General Conditions, which are attached hereto and incorporated herein by reference as stated above.

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 in the Contract Documents.

5. The CONTRACTOR shall begin work within ten (10) days of issuance of a purchase order. The term of this agreement shall commence upon execution of the Contract and shall end sixty (60) calendar days after issuance of Notice-To-Proceed, subject to termination as provided in the Contract Documents.

6. The CONTRACTOR shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the CITY. These records shall be kept for a minimum of five (5) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

7. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

- All new employees hired by the Vendor/Contractor during the term of the Contract; and
- All persons, including subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

CONTRACTOR must enroll and participate in the E-Verify Program within thirty days of the Contract and provide the CITY a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available upon request. Failure to comply is a material breach of this Contract.

8. 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.

(SEAL) (If Corporation)

ATTEST OR WITNESS:

HICKS SEAL COATING AND STRIPING, LLC

Title: _____

Title: _____

ATTEST OR WITNESS:

CITY OF GAINESVILLE

Title: _____

City Manager

APPROVED AS TO FORM AND LEGALITY

City Attorney