

ANNUAL CONTRACT FOR PROVISION OF REDI-MIX CONCRETE

THIS CONTRACT is entered into this 1st day of October, 2017, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and CONTRACTOR INC., a Florida Corporation, (“CONTRACTOR”).

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

1. The CONTRACTOR is the CITY’S secondary 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:

- This Agreement
- City of Gainesville Invitation to Bid dated April 27, 2015
Bid #PWDO-160000- DD
- Proposal of Contractor. dated May 13, 2015

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 Paragraph 2.2 of Section 1, of Instruction to Bidders.

2. The contract period for work under this agreement shall commence on October 1, 2017 and shall end on September 30, 2018, subject to termination as provided in the Contract Documents. However, upon satisfactory and faithful performance of this contract by the CITY and CONTRACTOR, the CITY reserves the right, through negotiation with the

CONTRACTOR, to extend the term of this contract for a a 12-month period with a maximum of three (3) such extensions. This Contract is subject to a change in cost annually in accordance with Paragraph 3 of Section IV, Technical Specifications of the Bid Document.

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 attached Price Proposals. The annual budget for this contract shall not exceed **\$100,000**.

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 Public Works Department at the time of placement of the order.

5. Contractor agrees to indemnify and hold harmless the City, its officers, and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the contract. This Paragraph replaces and supersedes Paragraph 20 of Section II of the Invitation to Bid.

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, CONSULTANT 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT 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 952-334-5070, 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:

CONTRACTOR INC.

Title: _____

Title: _____

CITY WITNESS:

CITY OF GAINESVILLE

Title: _____

Anthony Lyons, City Manager

APPROVED AS TO FORM AND LEGALITY

Lisa Bennett, Assistant City Attorney, II

Date: _____