

## CONTRACT

THIS CONTRACT made effective the 24th day of November, 2015 by and between City of Alachua, hereinafter referred to as CITY and \_Coleman Construction, Inc. hereinafter referred to as CONTRACTOR,

### WITNESSETH:

THAT WHEREAS, CITY has prepared, plans and specifications (Exhibit A), instructions, terms, conditions and incorporated General Conditions (Exhibit B) and the city Purchasing and Sales Policy and Regulations, all of which are incorporated in the Contract Documents and further incorporated herein to make up City of Alachua RFB 2016-01; and

WHEREAS, CONTRACTOR has submitted to CITY a bid, as incorporated herein as Exhibit C, in accordance with the terms of this Contract and the Contract Documents; and

WHEREAS, CITY, has determined and declared CONTRACTOR , has submitted the lowest responsible bid for the work specified herein and hereby awards to CONTRACTOR this contract for the sum or sums named in CONTRACTOR bid as set forth in Exhibit C;

ARTICLE I. CONTRACTOR shall furnish the labor, equipment, materials, supplies and or services as specified and required in the Contract Documents which are incorporated herein as Exhibit B.

ARTICLE II. The work shall be performed by CONTRACTOR in accordance with the Contract Documents and completed as set forth in Article IV.

ARTICLE III. CITY shall pay, upon completion of all work and acceptance by CITY, the sum of **(One hundred four thousand, five hundred fifty nine dollars and 00/100 (\$104,559.00))** plus or minus the dollar amount of any fully executed Change Order.

ARTICLE IV. CITY and CONTRACTOR agree time is of the essence in the completion of the project and the deadline for completion is February 22, 2016 unless CONTRACTOR obtains a Change Order extending the date. A Change Order extending the date will not be granted unless the reason for extension is outside the reasonable control of CONTRACTOR such as a pervasive shortage of materials/supplies necessary for the work, acts of terrorism or war or extremely unusual and severe weather. The parties agree CITY will suffer damages in the event the work is not completed and accepted by the required completion date. Therefore, it is agreed, since the amount of damage from delay is not able to be specifically determined at this point, that a reasonable approximation of damage is \$100.00 per day past the scheduled

completion date. The parties agree the \$100.00 amount is not a penalty but is a reasonable approximation of actual damage that will be suffered by CITY.

ARTICLE V. CONTRACTOR hereby agrees to indemnify CITY for any loss caused directly, indirectly, by a subcontractor, agent, employee acting on its behalf or in its stead or caused by any product, service or work supplied pursuant to this contract. CONTRACTOR will continue to maintain its status and meet requirements as an approved vendor of City of Alachua during the term of the contract and will provide, before beginning work, a certificate of insurance acceptable to CITY reflecting Comprehensive Liability Insurance with Bodily Injury/Property Damage Occurrence Coverage and like Automobile Coverage in the amount of \$1,000,000 per claim and in the aggregate as well as Workers Compensation coverage in accordance with state law.

ARTICLE VI. CONTRACTOR warrants that the work, products and services provided under the contract will be fit for all purposes intended and consistent with all commercial standards.

ARTICLE VII. Notwithstanding any express or implied term or language elsewhere in the contract or any document furnished by CONTRACTOR, CITY has not and does not waive sovereign immunity and reserves the limits of liability as set forth in Section 768.28, Florida Statutes.

ARTICLE VIII. CONTRACTOR shall allow public access to all documents, papers, letters or other material subject to the provisions of 119, F.S. made or received by CONTRACTOR in conjunction with this Contract.


This provision will apply to all services provided unless CONTRACTOR can demonstrate by clear and convincing evidence that it is not acting on behalf of CITY under Florida law (see # 20 General Conditions).

ARTICLE IX. The current version of the Purchasing and Sales Policy and Regulations published at [http://www.cityofalachua.com/images/Departments/Admin\\_Services/Purchasing/Purchasing\\_Manual\\_11-09-15.pdf](http://www.cityofalachua.com/images/Departments/Admin_Services/Purchasing/Purchasing_Manual_11-09-15.pdf) is herein incorporated by reference and made a part of this contract as if set forth in its entirety.

ARTICLE X. Notice to the parties shall be perfected by sending an email to CITY at [dsmith@cityofalachua.org](mailto:dsmith@cityofalachua.org) and CONTRACTOR by email at [Colemanconstructionoffice@gmail.com](mailto:Colemanconstructionoffice@gmail.com).

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year of the last signature affixed.

CONTRACTOR:

  
JoAn E. Coleman

By: JoAn E. Coleman

Name

Its: President

Title

Date: 11-11-15

Signed by CONTRACTOR in the presence of:



Signature

LORI BROOKS

Print Name

CITY OF ALACHUA

By:

Traci L. Gresham

Its: City Manager

Date: