

**CITY OF GAINESVILLE**  
**CONTRACT FOR [brief title]**

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**THIS CONTRACT** ("Contract") is entered into on the date the contract is executed between the CITY OF GAINESVILLE, Florida, a municipal corporation existing under the laws of the State of Florida, with its mailing address at P.O. Box 490, Gainesville, Florida 32627, hereinafter referred to as "CITY," and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_".

**WHEREAS**, [clauses that briefly describe project and history of project (if applicable)].

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

1. **TERM.** The term of this Contract will begin on [the Effective Date OR another specific date] ("Term Begin Date") and shall expire [number of days/months after Term Begin Date OR another specific date], unless earlier terminated pursuant to this Contract. The term of this Contract may be extended for [permissible extensions; example: three additional one-year periods], upon mutual agreement of the Parties.

2. **SCOPE OF SERVICES; CONTRACT DOCUMENTS.** Contractor shall [briefly summarize], as described in the following documents that are hereby incorporated by reference (collectively the "Contract Documents" or simply "Contract"):

[If the following documents are attached, then for each specify "attached hereto and incorporated as Exhibit \_\_\_\_."]

- a. This Contract.
- b. [Addendums/amendments to solicitation documents, identify by title, number, and date, and list in order of most recent].
- c. [Solicitation documents, identified by title, number, and date].
- d. [Contractor's Quote/Proposal/Response, identified by title, number, and date].

The Contract Documents constitute the entire contract 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. **GOODS DELIVERY SCHEDULE.** For any goods provided by Contractor to City pursuant to this Contract, the following provisions apply:

- a. Delivery Schedule. The delivery schedule is hereby defined as the period which will elapse between receipt of a purchase order and the arrival of the materials or equipment at the designated point of delivery. Meeting specified delivery schedules is of the essence of this Contract and is a significant part of the performance of the Contract. Failure to meet such schedules may result in termination of the Contract as provided in this Contract.
- b. Delivery Location. The Contractor shall deliver all materials or equipment F.O.B. Gainesville, Florida.
- c. Delay. Notwithstanding the delivery schedule, the City shall have the right to delay the delivery for up to three months as necessary or desirable and such delay shall not be deemed a breach of contract, but the delivery schedule shall be extended for a period equivalent to the time lost by reason of the City's delay. If the project for which the delivery is required is stopped or delayed for more than three months, either in

whole or in substantial part, and either the City or Contractor elects to terminate this Contract because of such delay, and if such stoppage or delay is due to actions taken by the City within its control, Contractor's sole remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the work to the date of termination.

**4. CONTRACTOR'S ASSURANCES.** Contractor covenants, represents, and warrants to the City that the following are true and correct in all material respects:

[Include here any warranties the City requires from Contractor that are not already provided for in the solicitation documents.]

- a. Contractor shall timely fulfill all the conditions of this Contract that are in the control of Contractor and are the responsibility of Contractor.
- b. During the period in which the obligations of Contractor pursuant to this Contract are in effect, Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by this Contract that are applicable to, and the responsibility of, Contractor.
- c. Contractor is a validly existing legal entity, authorized to do business in the State of Florida. Contractor has all requisite power and authority to carry on its business as now conducted and to enter into and perform its obligations of this Contract and each instrument required to be executed by Contractor pursuant to this Contract, and consents to service of process in the State of Florida by entering into this Contract.
- d. This Contract and each document required to be executed by Contractor pursuant to this Contract has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, Contractor, and neither the execution and delivery nor the compliance with the terms and provisions thereof: (i) requires the approval of any other party, except as has been obtained or noted herein; (ii) contravenes any law, judgment, governmental rule, regulations, or order binding on Contractor; or (iii) results in any default under or creates any lien upon any property of Contractor.
- e. This Contract and each document to be executed by Contractor pursuant to this Contract constitutes a legal, valid, and binding obligation of Contractor, enforceable against Contractor, in accordance with the Contract's terms except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws which affect creditor's rights generally and subject to usual equitable principles if equitable remedies are invoked.
- f. To the best knowledge of Contractor, there are no pending or threatened actions before any court or administrative agency against Contractor that: (i) question the validity of this Contract; or (ii) are likely to materially adversely affect this Contract or the financial condition of Contractor.
- g. The goods and services supplied by Contractor to the City pursuant to this Contract will fully conform to the specifications set forth in the Contract Documents, will be of the highest quality, and will be free from latent and patent defects in materials, workmanship, and title, and will be free from defects in design. In addition, the goods and services supplied by Contractor to the City pursuant to this Contract are suitable for, and will perform in accordance with, the purpose for which they are purchased, fabricated, manufactured, and designed or for such other purposes as are expressly specified in this Contract. In the event the City, in the City's sole discretion, determines that any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Contract Documents, the City may: 1) return any nonconforming or defective items to the Contractor or require correction or replacement of the item at the time the defect is discovered, all at the Contractor's sole risk and expense; and/or 2) unilaterally cancel an order or terminate this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor. The City's acceptance of any product or services shall not relieve the Contractor of its responsibility as provided herein.

h. The Contractor shall take every necessary precaution against damage to the goods, services, or work, from any cause whatsoever, required by Contractor pursuant to this Contract until final acceptance by the City. Contractor will rebuild, repair, restore, or make good at Contractor's sole expense damages to any portion of the goods, services, or work before its completion and final acceptance by the City. Failure to do so will be at Contractor's own risk. Contractor is not relieved of any requirement of the specifications on the plea of error.

**5. COMPENSATION/PAYMENT.** City will pay Contractor [a fixed amount of \_\_\_\_ Dollars (\$\_\_\_\_) OR a total amount not to exceed \_\_\_\_ Dollars (\$\_\_\_\_) based upon the hourly/unit rates/prices in the solicitation documents] for the full and faithful performance of the Contract [upon completion of all work, unless phased/progress payments are appropriate; if there is a payment schedule, the compensation will be in accordance with the payment schedule in the solicitation documents]. City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et seq., Florida Statutes. Contractor will be paid electronically as an electronic funds transfer (EFT). The City's payment terms are net forty-five (45) days from receipt of complete and correct invoice. Contractor shall not submit more than one (1) invoice per thirty-day period [if applicable, such as for phased/progress payments].

The acceptance by Contractor of final payment due on termination of this Contract will constitute a full and complete release of City from any and all claims, demands, and causes of action whatsoever which Contractor, its successors, or assigns have or may have against City under the provisions of this Contract.

**6. SUBJECT TO APPROPRIATIONS.** The obligations of the City as to any funding required pursuant to this Contract is limited in any given year to legally available funds, after monies for essential City services have been budgeted and appropriated. Notwithstanding the foregoing, the City may pledge 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 Contract.

**7. INDEPENDENT CONTRACTOR.** In the performance of this Contract, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the City. Contractor cannot create any obligation or responsibility on behalf of the City or bind City in any manner. The City cannot create any obligation or responsibility on behalf of Contractor or bind Contractor in any manner. Policies and decisions of the Contractor, which are used in its performance of this Contract, shall not be construed to be the policies or decisions of the City. Each party is acting for its own account and has made its own independent decisions to enter into this Contract and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Contract or any responsibility or obligation contemplated herein. Contractor further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Contractor as an inducement to entering into this Contract. 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. Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures used by Contractor in the full performance of this Contract.

**8. INSURANCE.**

a. During the term of this Contract, Contractor shall maintain minimum insurance as follows:

Workers' Compensation insurance	Coverage in compliance with Chapter 440, Florida Statutes
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Professional Liability insurance	[\$contact risk] per occurrence combined single limit for bodily injury and property damage
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	\$500,000.00 per occurrence for BI/PD combined single limit for bodily injury and property damage, including hired/non-owned vehicles regardless of number of passengers transported

- b. Prior to the Effective Date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured (except the City is not an additional insured for Workers' Compensation coverage) and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.
- c. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

## 9. INDEMNIFICATION.

Contractor agrees to and shall defend at Contractor's expense (subject to City's right to choose counsel or defend itself), pay on behalf of, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, and agents (collectively, "Indemnified Parties") from and against any and all liabilities, judgments, losses, claims, demands, damages, fines, fees, expenses, liens, penalties, suits, proceedings, actions, and cost of actions (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses, and reasonable attorneys' fees for trial and on appeal, which Claims of any kind and nature are alleged or found to have arisen out of or to be in any way connected with any of the following, in whole or in part, directly or indirectly:

- a. The Contractor's or its agents', employees', partners', or subcontractors' performance of or obligations under this Contract.
- b. The failure of Contractor or its agents, employees, partners, or subcontractors to comply or conform with any applicable laws, including all applicable federal, state, and local laws, statutes, rules, regulations, and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue.
- c. Any negligent act or omission of the Contractor or its agents, employees, partners, or subcontractors, whether or not such negligence is claimed or found to be solely that of the Contractor or its agents, employees, partners, or subcontractors or claimed or found to be in conjunction with the negligence of others, including but not limited to that of any of the Indemnified Parties.
- d. Any reckless or intentional wrongful act or omission of the Contractor or its agents, employees, partners, or subcontractors.

The provisions of this section are independent of, and will not be limited by, any insurance required to be obtained by the Contractor pursuant to this Contract or otherwise obtained by the Contractor, and this

section will survive the termination or expiration of this Contract with respect to any Claims or liability arising in connection with any event occurring prior to such termination or expiration.

10. **LIMITATION OF LIABILITY.** The City and Contractor each hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the other party. To the fullest extent permitted by law, the City shall not be liable for any incidental, consequential, punitive, exemplary, or indirect damages, lost profits, revenue, or other business interruption damages, including but not limited to, loss of use of equipment or facility. This section will survive the termination or expiration of this Contract.
11. **SOVEREIGN IMMUNITY.** Nothing in this Contract may be interpreted as a waiver of the City's sovereign immunity, as granted under Section 768.28, Florida Statutes, or otherwise.
12. **ANTI-DISCRIMINATION.** Contractor shall not discriminate based on race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, or gender identity, or undertake any other unlawful forms of discrimination in the performance of this Contract. Contractor understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
13. **LIVING WAGE.** The definitions, terms and conditions of the City's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this Contract. These requirements include that the service contractor/subcontractor: shall pay a living wage to each covered employee during the term of this Contract, including any extension(s) to this Contract; shall maintain records sufficient to demonstrate compliance with the living wage requirements; shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation. Failure to comply with the City's living wage requirements shall be a material breach of this Contract, enforceable by the city through all rights and remedies at law and equity. This section is applicable only if the Effective Date of this Contract is on or before September 30, 2026.
14. **E-VERIFY.** The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: 1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Contract; and 2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Contract. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Contract to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Contract.
15. **ANTI-HUMAN TRAFFICKING.** On or before the Effective Date of this Contract and, in addition, on or before the effective date of each renewal or extension of this Contract, the Contractor shall provide the City with an affidavit, pursuant to Section 787.06(13), Fla. Stat., which is signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat. This Section applies only to Contractors that are nongovernmental entities.

16. **TERMINATION.**

- a. For Cause. Either City's or Contractor's failure to comply with their respective obligations contained in this Contract will be a material breach of this Contract ("Default"). The non-defaulting party shall provide written notice of Default to the defaulting party ("Notice of Default"). The defaulting party will have thirty (30) calendar days from the effective date of the Notice of Default, as determined by the "Notices" section of this Contract, to cure such Default ("Initial Cure Period"). In the event the nature of the Default is such that it cannot reasonably be cured within such Initial Cure Period, then the cure period will be extended in writing, so long as the defaulting party has commenced to cure such Default within said Initial Cure Period and the defaulting party diligently undertakes and pursues such cure to completion ("Extended Cure Period"). The defaulting party must provide the non-defaulting party with documentation evidencing that the defaulting party is diligently undertaking and pursuing such cure to completion. The foregoing notwithstanding, all monetary Defaults will be deemed capable of cure within thirty (30) calendar days. During the Initial Cure Period or any Extended Cure Period where the Contractor is the defaulting party, the City may suspend any payment otherwise payable pursuant to this Contract until the Default has been cured. Upon the defaulting party's failure to cure such Default within the Initial Cure Period or any Extended Cure Period, as applicable, the non-defaulting party may choose to immediately terminate this Contract in writing and without prejudice to any other rights or remedies the non-defaulting party may have pursuant to law or equity. The non-breaching party may pursue all remedies available at law.

Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

- b. Without Cause. Either party may terminate this Contract without cause upon thirty (30) calendar days' written notice to the other party. In the event of such termination, the City will compensate Contractor for any services rendered through the effective date of the termination. Contractor will not be entitled to overhead and profit for the unperformed portion of the Contract.
- c. Loss of Funding. In the event City funding for any reason becomes unavailable, the City may terminate this Contract by giving at least twenty-four (24) hours' prior written notice to the Contractor. The City will be the final authority as to the availability of funds. The Contractor will be compensated for services rendered through the effective date of the termination.

**17. PUBLIC RECORDS.** Florida has a very broad public records law and certain records of the Contractor may be subject to the Florida Public Records Act (Chapter 119, Florida Statutes). By entering into this Contract with the City, the Contractor acknowledges that it will comply with this section and that failure by Contractor to comply with this section is a breach of this Contract and the City may pursue all available remedies. A request to inspect or copy any public records, as defined in Section 119.011(12), Florida Statutes, relating to this Contract must be made directly to the City. If the City does not possess the requested public records, the City shall immediately notify the Contractor of the request and the Contractor shall, within a reasonable duration of time, either provide the records to the City or allow the records to be inspected or copied. In addition, the Contractor shall:

- a. Keep and maintain all 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 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 this Contract and following completion or termination of this Contract if the Contractor does not transfer the records to the City.

- d. Upon completion or termination of this Contract, transfer to the City 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 or termination of this Contract, 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 or termination of this Contract, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-334-5015, CLERKS@GAINESVILLEFL.GOV, P.O. BOX 490, STATION 19, GAINESVILLE, FL 32627.**

**18. DISCLOSURE and CONFIDENTIALITY.** Florida's Public Records Act, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public records request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Act is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Act may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- a. Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Act, Contractor shall:
  - i. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.
  - ii. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.
- b. Request for Trade Secret or Otherwise Confidential and Exempt Information.
  - i. In the event the City receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, the City will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.
  - ii. However and notwithstanding the above, in the event that the City in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Act, then the City shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt

under Florida's Public Records Act. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then the City will disclose the information requested.

- iii. If a public records lawsuit is filed against the City requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, the City shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Act.
- iv. Contractor hereby indemnifies and holds the City and its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to the City is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Act.

**19. INTELLECTUAL PROPERTY AND WORK PRODUCT.**

- a. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.
- b. Intellectual Property. Contractor warrants that it owns or has rights to use any and all intellectual property used for the scope of this Contract, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes, or products of a particular manufacturer expressly required by the City. Contractor represents and warrants that Contractor shall not infringe a trademark, copyright, patent, trade secret, or any such intellectual property right in the performance of this Contract. In the event of an infringement suit related to or resulting from this Contract, Contractor shall promptly give written notice to the City of the infringement and Contractor represents and warrants that City will not be liable for any damages or royalties if applicable.

**20. RECORDS AND RIGHT-TO-AUDIT.** Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents, including: 1) financial records and reports relating to use of funding; 2) books, records, documents, invoices, and other evidence and accounting procedures and practices such as will permit the Contractor to sufficiently and properly reflect all direct costs of any nature associated with this Contract; and 3) records sufficient to document Contractor's performance under this Contract. These records shall be subject at all reasonable times to review, inspect, copy, and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals, claims, or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims. This right to audit and inspect includes a right to interview any employees and clients of the Contractor to be assured of satisfactory performance of the terms and conditions of this Contract.

**21. OPEN DATA POLICY.** Contractor shall comply with the City's Open Data (G-8) policy. See <https://cityofgainesville.github.io/opendata/Open%20Data%20Administrative%20Procedure.pdf>

**22. ADVERTISING.** Contractor shall not publicly disseminate any information concerning this Contract without prior written approval from City, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the City as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of the City in any material published, either in print or



electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.

- 23. DISPUTE RESOLUTION.** Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be administratively decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause, each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain, or make definite the provisions of this Contract. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee. Administrative dispute resolution under this section shall be a condition precedent to bringing a suit to resolve a contract dispute.
- 24. APPLICABLE LAW AND VENUE; ATTORNEYS' FEES; WAIVER OF RIGHT TO JURY TRIAL.** This Contract is governed by and must be construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any suit, action, or other proceeding relating to this Contract, venue shall be in Alachua County, Florida, for any state or federal court action and each party agrees not to assert by way of a motion or a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper.
- In the event of any legal proceedings arising from or related to this Contract: (1) each Party shall bear its own attorneys' fees except to the extent that Contractor agrees to indemnify City as described in this Agreement, including any appeals; and (2) for civil proceedings, the Parties hereby waive the right to jury trial.
- 25. SEVERABILITY.** Any provision of this Contract held by a court of competent jurisdiction to be invalid, illegal, or unenforceable will be severable and may not be construed to render the remainder of this Contract to be invalid, illegal, or unenforceable.
- 26. INTEGRATION/MERGER.** This Contract, including the Contract Documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.
- 27. MODIFICATION AND WAIVER.** The provisions of this Contract may only be amended, modified, or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any right in this Contract shall not be considered a waiver of such right. No waiver of a provision of this Contract will apply to any other portion of this Contract. A waiver on one occasion may not be deemed to be a waiver on other occasions.
- 28. CAPTIONS AND SECTION HEADINGS.** Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.
- 29. SUCCESSORS AND ASSIGNS.** The Parties to this Contract may not assign, transfer, or subcontract any interest in this Contract without the prior written consent of the other Parties. The Parties each bind the others and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

- 30. NONEXCLUSIVE CONTRACT.** Nothing in this Contract shall be construed to prohibit the City from awarding, authorizing, or directing work to be performed, whether identified in this Contract or otherwise, to vendors other than Contractor.
- 31. NONEXCLUSIVE REMEDIES.** Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.
- 32. THIRD PARTY BENEFICIARIES.** This Contract does not create any relationship with, or any rights in favor of, any third party.
- 33. CONSTRUCTION.** This Contract may not be construed more strictly against one party than against the other merely because it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.
- 34. COUNTERPARTS.** This Contract may be executed by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
- 35. TIME.** Time is of the essence for this Contract, and Contractor shall complete all obligations and responsibilities by the respective dates specified within this Contract. In computing time periods of fifteen (15) days or less, Saturdays, Sundays, and state or national legal holidays are excluded. Time periods of more than fifteen (15) days will be computed based on calendar days. Whenever a notice or performance is to be done on a Saturday or Sunday or on a legal holiday observed by the City, it will be postponed to the next business day.
- 36. FORCE MAJEURE.** Delays in any performance due to: fire, flood, earthquake, windstorm, or sinkhole; war, declaration of hostilities, revolt, civil strife, altercation, or commotion; strike or labor dispute; epidemic; archaeological excavation; or because of an act of God are deemed to be events of Force Majeure and such delays are excused in the manner herein provided. If such party is delayed for any of the events of Force Majeure, the date required for actions required will be extended by the number of calendar days equal to the total number of calendar days, if any, that such party is actually delayed. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the other party specifying the cause of the anticipated delay, giving its actual or anticipated duration, and weekly thereafter, if such delay is continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify conditions causing a delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.
- 37. NOTICES.** The Parties designate the following persons as the primary contact point for purposes of the day-to-day management of this Contract, including without limitation, the receipt of invoices, scheduling of meetings, and questions regarding this Contract. The Parties understand and acknowledge that the below persons may not be the persons authorized to bind the Party with respect to this Contract. For any notice(s) required to be provided pursuant to this Contract, the Parties shall provide written notice to the persons listed below. Any notice(s) required to be given pursuant to this Contract will be effective, notwithstanding claims about actual receipt, upon being sent in writing by either: (1) email (with the sender receiving a read receipt or an acknowledgement that recipient has received the email; an automated message that the email has not been delivered does not constitute notice); (2) hand delivery; (3) certified or registered mail (return receipt requested); or (4) overnight delivery service to the following addresses:

**CITY:**

City of Gainesville  
[Insert:  
Department Name  
Attn:  
Address  
Email]

**CONTRACTOR:**

[Insert Contractor's Information]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed by duly authorized officials on the dates written below.

**CONTRACTOR:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF GAINESVILLE:**

\_\_\_\_\_

Cynthia W. Curry, City Manager

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
City Attorney

**This form document is a legal instrument approved by the City Attorney. Any deviations must be authorized by the City Attorney. 1/21/2025**