



CONTRACT FOR CONSTRUCTION
(Contract No. 3846)

THIS CONTRACT FOR CONSTRUCTION is dated Feb. 2, 2017, and between the **CITY OF TALLAHASSEE**, a Florida municipal corporation, hereinafter called the "City", and **Sandco, LLC** Florida Corporation, hereinafter called the "Contractor". **Inglewood Neighborhood Stormwater Improvements**

Recitals

The City issued an Invitation for Bid (No 0145-16-RM-BC), and related documents, dated September 16, 2016 (collectively, the "IFB") seeking bids from qualified contractors for the following:

The Contractor submitted a bid in response to the IFB, the City has selected the Contractor for award of a contract for construction of the project described above, and the City and the Contractor desire to enter into a contract providing for construction of the Project upon the terms and subject to the conditions set forth herein.

The parties therefore agree as follows:

1. Construction of the Project. The Contractor, at its own cost and expense, will do the work required to be done and furnish all labor, equipment, and materials required to complete the Project, all in strict accordance with the Contract Documents, as defined herein.

2. Compensation for Performance. The City agrees to compensate Contractor for satisfactory performance of all required work, labor, equipment, and materials in accordance with the Contract Documents, as defined herein. In addition to other remedies available under this Agreement, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Agreement, as a result of breach or termination of this Agreement, or otherwise.

3. Liability of City. The liability of City, as set forth in this Agreement, is intended to be consistent with limitations of Florida law, including without limitation the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this Agreement shall be deemed to alter said waiver or to extend the liability of City beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which City may be entitled. All obligations of City shall be subject to appropriation of funds.

4. Indemnity. The Contractor shall 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 misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

5. Survival. All provisions of the Contract Documents that by their nature survive completion of the Project (including, but not limited to warranty and indemnification) shall be deemed to survive termination of this Contract for Construction.

6. Equal Opportunity. The Contractor agrees to comply with the following requirements:

a. The Contractor will not discriminate against any employee or applicant for employment because of his/her race, creed, color, sex, marital status or national origin and will post in a conspicuous place, available to all employees and job applicants, a copy of this pledge.

b. The Contractor will, in all solicitations or advertisements for job applicants, place or cause to be placed a statement that the Contractor is an Equal Opportunity Employer.

c. In the event the Contractor does not abide by these statements of nondiscrimination, this Contract for Construction may be canceled, terminated, or suspended in whole or in part.

7. Contract Documents.

a. The following shall constitute the "Contract Documents", which comprise the entire agreement between the City and the Contractor concerning the Project, and are by reference incorporated as if set forth fully herein:

(1) This Contract for Construction (pages 1 to 3, inclusive) and all written amendments.

(2) The Contractor's bid (dated October 18, 2016) in the total sum of eight hundred and fifteen thousand, six hundred ninety seven dollars and no cents (\$815,697.00).

(3) IFB 0145-16-RM-BC, dated September 16, 2016, including all addenda thereto, if any.

b. The documents listed in section 7(a) above are on file in the office of the City Treasurer-Clerk (except as expressly noted otherwise).

c. The Contract Documents may only be amended, modified or supplemented as provided in a writing signed by duly authorized representatives of the parties.

d. In the event of an inconsistency between any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence in the following order:

(1) This Contract for Construction (pages 1 to 3, inclusive) and all written amendments.

(2) The Contractor's bid (dated October 18, 2016) in the total sum of eight hundred and fifteen thousand, six hundred ninety seven dollars and no cents (\$815,697.00).

(3) IFB 0145-16-RM-BC, dated September 16, 2016, including all addenda thereto, if any.

The parties are signing this Contract for Construction as of the date stated in the introductory clause.

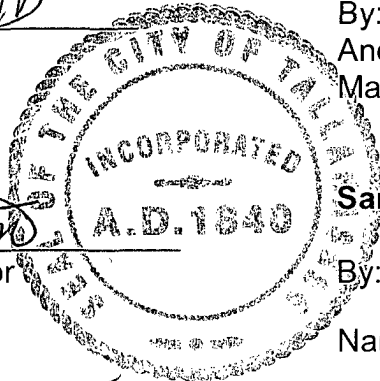
Attest:

By: James O Cooke, IV
James O Cooke, IV
City Treasurer-Clerk

CITY OF TALLAHASSEE

By: Andre Libroth
Andre Libroth
Manager for Procurement Services

Carolyn Sastor
Witness as to Contractor



Sandco, LLC

By: Behzad Ghazvin

Name: Behzad Ghazvin

[Signature]
Witness as to Contractor

Title: Manager

APPROVED AS TO FORM:
[Signature]
PATRICK E. HURLEY
SENIOR ASSISTANT CITY ATTORNEY

RECEIVED
CITY OF TALLAHASSEE
CITY ATTORNEY'S OFFICE
JUN 24 P 4: 05