



Contract

This Contract, made and entered into this 26th day of April 2023 by and between the City of Key West, hereafter called the "Owner, and John Sanchez of Sunshine Gasoline Distributors, Inc. hereafter called the "Contractor"

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor and all appliances, machinery and appurtenances for ITB # 23-004 City Fuel Supply, to the extent of the Bid made by the Contractor: dated this 26th day of April 2023, all in full compliance with the Contract Documents referred to herein: BIDDING REQUIREMENTS, SCOPE OF WORK, CONDITIONS OF THE CONTRACT, CONTRACT FORMS, which consists of City Fuel Supply are referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in the Contract Documents, the Owner Agrees to pay to the Contractor the amount in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees that the Contract period shall be for five (5) years. The Contract shall begin on the date the Contract was entered into.

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work

Any action brought to recover damages or otherwise enforce this agreement shall be brought in Monroe County, Florida. In any such action, the prevailing party shall be entitled to reasonable attorney fees at all trial and appellate levels. Nothing herein shall be construed as waiving the City's rights of Sovereign Immunity pursuant to Section 76B.28 Florida Statutes.

IN WITNESS WHEREOF, we do the parties hereto, each herewith subscribe the same, this

24th day of April 2023.

Attest:



[Signature]
Keri O'Brien, City Clerk

By:

[Signature]

Albert P. Childress, City Manager

Contractor:

Sunshine Gasoline
Distributors, Inc.

Witness:

[Signature]

By:

[Signature]

Print Name: Kathy Poloma

Print Name:

John Sanchez

Title:

GM Commercial Fuels

Reviewed for Legal Sufficiency
RM 10/10/23
Ronald J. Ramsingh, City Attorney