

ANNUAL CONTRACT FOR  
RIGHT-OF-WAY MAINTENANCE SERVICES- SOUTHWEST QUADRANT

THIS CONTRACT is entered into this 1<sup>st</sup> day of October 2017, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and OASIS LANDSCAPE SERVICES, INC., a Florida corporation (“CONTRACTOR”).

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

1. The CONTRACTOR shall furnish the labor, materials, and equipment to perform the contract as provided by the following enumerated Specifications and Documents (“Contract Documents”), attached hereto and made a part of this contract:

- This Contract
- Addendum No. 1 dated June 1, 2017
- City of Gainesville Invitation to Bid dated May 18, 2017, Bid # PWDO-170047-DS
- Proposal of Oasis Landscape Services, Inc. dated June 16, 2017

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.

2. 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. The annual budget for this contract shall not exceed \$123,926.88.

3. 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 in the Contract Documents.

4. The contract period for work under this Contract shall commence upon execution of the Contract and shall end on September 30, 2018. However, upon satisfactory and faithful performance of this Contract by the CONTRACTOR, the CITY reserves the right to extend the term of this Contract for a 12-month period with a maximum of three (3) such extensions. The obligations of the CITY as to any funding required pursuant to this Contract shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging 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.

5. 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 39<sup>th</sup> Ave, Box 58, Gainesville, FL 32627-0490.**

~~Add the public records language here. Even though it is in the ITB, the records custodian is listed as purchasing. But Public works is now the custodian.~~

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6. 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.

(SEAL) (If Corporation)

WITNESS:

OASIS LANDSCAPE SERVICES, INC.

\_\_\_\_\_

\_\_\_\_\_

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

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

CITY OF GAINESVILLE WITNESS:

CITY OF GAINESVILLE

\_\_\_\_\_

\_\_\_\_\_

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

Anthony Lyons, City Manager

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Approved as to Form and Legality