

CONTRACT FOR GROUNDS MAINTENANCE AT EVERGREEN CEMETERY

THIS CONTRACT is entered into this ____ day of _____, 2021, by the CITY OF GAINESVILLE, FLORIDA, a Florida municipal corporation ("CITY"), and WYATT J. COLLINS DBA COLLINS LAWN CARE ("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"), incorporated by reference and made part of this Contract:

- a. This Contract
- b. Addendum #3 dated May 10, 2021
- c. Addendum #2 dated April 27, 2021
- d. Addendum #1 dated April 12, 2021
- e. City of Gainesville Invitation to Bid #REC-210040-DM dated April 7, 2021
- f. Proposal of Wyatt J. Collins dba Collins Lawn Care dated May 10, 2021

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 Ninety-One Thousand Eight Hundred Fifty Dollars and No Cents (\$91,850.00) per year to the CONTRACTOR for the faithful performance of this Contract in the sums due upon verified invoice within forty-five (45) days of receipt of invoice by Electronic Funds Transfer (EFT) or VISA. CONTRACTOR shall submit invoice within 10 business days after services have been provided.

3. Time is of the essence in the performance of this Contract, and all work shall be performed in accordance with the specified schedule.

4. The term of this Contract shall commence October 1, 2021 and shall end on September 30, 2023. However, upon satisfactory and faithful performance of this Contract by the CONTRACTOR, the parties may agree to extend the term of this Contract for a 12-month period with a maximum of three such extensions.

5. This Contract, together with the attached Contract Documents, constitutes the entire agreement between the parties.

6. 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. Except as specifically noted in the Contract Documents, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Contract Documents.

7. This Contract shall be interpreted in accordance with the laws of the State of Florida, except for its conflict of laws' provisions. In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Alachua County, Florida.

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.

WYATT J. COLLINS DBA COLLINS LAWN CARE:

Wyatt J. Collins, Owner

Date: _____

CITY OF GAINESVILLE:

Lee Feldman, City Manager

Date: _____

APPROVED AS TO FORM AND LEGALITY:

City Attorney