CONTRACT

THIS CONTRACT is made and entered into this June _2__, 2022, A.D., by and between the CITY OF EUSTIS, a municipal corporation of the State of Florida, herein called the "CITY" and TIP TOP TREE EXPERTS, LLC, PO BOX 891, WEIRSDALE, FL, 32195, herein called the "CONTRACTOR."

WHEREAS, the Notice to Bidders for City RFP #009-21 – TREE TRIMMING / REMOVAL SERVICES, has been properly advertised and the CONTRACTOR herein was determined the lowest responsible and responsive bidder to provide the services described, in accordance with the bid amounts submitted in writing.

NOW THEREFORE, it is covenanted and agreed as follows:

- 1. All proposal/bid documents and provisions are made a part of this contract as if fully set out herein.
- The CONTRACTOR agrees to furnish the City of Eustis current certificates of Worker's Compensation
 in the amount required by law and Public Liability and Property Damage per terms of City Bid #009-21.
 The CONTRACTOR agrees to maintain said insurance during the life of the Contract.
- 3. The CONTRACTOR agrees to prosecute the work required by the Contract diligently and continuously to complete the scope of services for the City's TREE TRIMMING & REMOVAL SERVICES.
- 4. The initial term of this contract shall be for a three (3) year period, with the option to renew for an additional three (3) year period.
- 5. In prosecution of this Contract, the CONTRACTOR agrees to cooperate with representatives of the City of Eustis, its agents and employees, who might be engaged in inspections.
- 6. In the event that any of the provisions of the contract are violated by the CONTRACTOR, or by any subcontractor, the CITY may serve written notice upon the CONTRACTOR and the Surety of its intention to terminate the contract, and unless within ten (10) working days after the serving of such notice upon the CONTRACTOR, such violation or delay ceases and satisfactory arrangement of correction is made, the contract shall upon the expiration of said ten (10) days, cease and terminate.
- Contractor shall comply with the State of Florida's public records laws pursuant to FS, Section 119.0701,
- 8. As compensation of the work done and as consideration of this Contract, upon satisfactory completion of the work covered by this Contract, in accordance with the terms hereof, the CITY agrees to pay the CONTRACTOR or his assigns the agreed upon amount for work completed, as outlined in the response to this solicitation.

IN WITNESS WHEREOF, the CITY has caused this instrument to be duly signed by its City Manager and its seal attached by the Clerk, and the Contractor has hereunto set his hand and seal, the day and year written above.

OF 7

Signed, sealed and delivered In the presence of:

,

TIP TOP TREE EXPERTS LLC

the State of Florida

City Manage

CITY OF EUSTIS, a municipal corporation of