

## **CONTRACT**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and EARTH TECH ENVIRONMENTAL, LLC a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:
  - A. Specifications for "Exotic Vegetation Removal" dated July 21, 2025, including, without limitation, all General Specifications, General Conditions, Special Provision, Required Contract Provisions, Technical Specifications, and Appendices
  - B. Bidding Documents, including Advertisement, Information to Bidders, and Addenda
  - C. CONTRACTOR'S Proposal in response to RFP-NR-002-0-2025/BS
  - D. This CONTRACT
  - E. Notice of Award
  - F. Notice to Proceed
  - G. Change Order(s)
2. The CONTRACTOR will commence and complete the construction which includes:

### **Exotic Vegetation Removal**

3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.
4. The CONTRACTOR will commence the WORK within 14 calendar days after date of the NOTICE TO PROCEED.
5. The CONTRACTOR agrees to perform all work described in the CONTRACT DOCUMENTS for the sum of: Crew Leader \$155.00/hour  
Crew Worker \$115.00/hour  
As listed on the CONTRACTOR'S proposal form submitted for this project. The fiscal year annual Spend **will not exceed \$230,000.00** or the annual budgeted amount approved by CITY COUNCIL
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.
8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER City of Sanibel

ATTEST \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

CONTRACTOR: Earth Tech Environmental, LLC

ATTEST \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
City Attorney