

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 424

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY (MCRA), APPROVING NOTICE OF TERMINATION FOR LAWN WIZARD USA, INC. AND AN AGREEMENT WITH THE LANDSCAPE COMPANY, INC. FOR LANDSCAPE MAINTENANCE SERVICES.

BE IT RESOLVED BY THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY OF MARGATE, FLORIDA:

SECTION 1: That the Board of the Margate Community Redevelopment Agency, hereby approves a Notice of Termination for Lawn Wizard USA, Inc. and an agreement with The Landscape Company, Inc. for landscape maintenance services.

Section 2: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 12th DAY OF March, 2014.



Chair Frank B. Talerico

RECORD OF VOTE

Ruzzano	Yes
Donahue	Yes
Peerman	Yes
Simone	Yes
Talerico	Aye



CONTRACT

THIS CONTRACT, made and entered into this 20 day of MARCH, 2014, by and between:

MARGATE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a Florida corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "MCRA"); and The Landscape Company, Inc.(hereinafter referred to as "CONTRACTOR").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: Notice Inviting Bid, Instructions to Bidders, Special Conditions, Technical Special Provisions, Bid Proposal Form, Schedule of Bid Prices, Bidders General Information, Reference Sheet, Drug-Free Workplace Form, and Certificate of Insurance, and which are made a part of this contract, or any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents for:

Bid # MCRA 2013-05 MAINTENANCE OF LANDSCAPE AND IRRIGATION

ARTICLE 3

CONTRACT TIME

TIME IS OF THE ESSENCE OF THIS CONTRACT. The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and subject to authorized adjustments. The Contract term shall be for a period of one (1) year and may be renewed for an additional two (2) one (1) year extensions providing all terms and conditions remain the same; providing for availability of funding.

ARTICLE 4

CONTRACT SUM

1. MCRA shall pay to CONTRACTOR an amount not to exceed \$ 157,653.00 for a twelve month period for complete maintenance of landscaping and irrigation for MCRA Properties as per the terms and conditions of Bid # MCRA 2013-05. Payments shall be made upon MCRA'S determination that the invoiced portions of the work have been successfully completed up to and including the full contract amount.

CONTRACTOR agrees that the MCRA shall have the discretion to increase or decrease the contract amount should monies become available or unavailable for this work.

2. Payments shall be made up to the contract amount for work completed. This price shall

be full compensation for all costs associated with completion of all the work in full conformity with the requirements as stated or shown, or both in the Contract Documents.

ARTICLE 5

PAYMENT

1. The CONTRACTOR shall requisition payment for work completed. Payment shall be made as above provided upon full completion of the job as determined by MCRA together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by MCRA. MCRA shall make payment to CONTRACTOR within 30 calendar days after its approval.

2. MCRA may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
- c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
- d. Damage to the MCRA or another contractor not remedied.
- e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract time.
- f. Reasonable evidence that the work will not be completed within the Contract Time.
- g. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the MCRA which will protect the MCRA in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the MCRA to the CONTRACTOR when all outstanding work has been completed and all controversy regarding the preceding has been settled to the MCRA'S satisfaction.

ARTICLE 7

MISCELLANEOUS PROVISIONS

1. Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.
2. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without MCRA'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless MCRA shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the MCRA may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
5. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.

6. MCRA AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

7. DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVOPMENT AGENCY, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVOPMENT AGENCY AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

8. TERMINATION FOR CONVENIENCE OF MCRA: Upon seven (7) days written notice to CONTRACTOR, MCRA may, without cause and without prejudice to any other right or remedy, terminate the agreement for MCRA'S convenience whenever MCRA determines that such termination is in the best interests of MCRA. Where the agreement is terminated for the convenience of MCRA, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of MCRA under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding Subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and Subcontracts. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

IN WITNESSETH WHEREOF, MCRA and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to MCRA and CONTRACTOR. All portions of the Contract Documents have been signed or identified by MCRA and CONTRACTOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

MARGATE COMMUNITY REDEVELOPMENT AGENCY



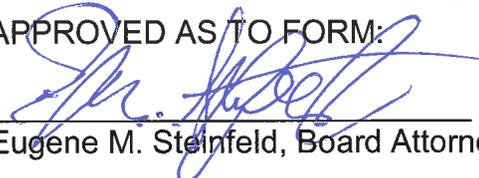
Frank B. Talerico, Chair
19 day of MARCH, 2014



Jerry A. Blough, Executive Director
20 day of MARCH, 2014

ATTEST:


Rita Rodi, CRA Coordinator
20 day of MARCH, 2014

APPROVED AS TO FORM:


Eugene M. Steinfeld, Board Attorney
20 day of MARCH, 2014

FOR CONTRACTOR

FOR CORPORATION: The Landscape Company, Inc.



President

19 day of MARCH, 2014

(CORPORATE SEAL)



Secretary

19 day of MARCH, 2014

AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY (MCRA) AND THE LANDSCAPE COMPANY, INC. (CONTRACTOR) FOR BID # MCRA 2013-05 MAINTENANCE OF LANDSCAPE AND IRRIGATION