



AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between:

MARGATE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, A DEPENDENT DISTRICT of the City of Margate, authorized to do business in the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "**MCRA**"); and Landscape Service Professionals, Inc. whose address is 6115 NW 77 Way, Tamarac, Florida 33321 (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 to enter into an agreement for MAINTENANCE OF LANDSCAPE AND IRRIGATION services as outlined in the REQUEST FOR PROPOSAL (RFP) NO. MCRA 2015-04 MAINTENANCE OF LANDSCAPE AND IRRIGATION attached hereto as Exhibit "A" and part of this AGREEMENT.

ARTICLE I

THE AGREEMENT DOCUMENTS

The AGREEMENT Documents consist of all of the following: RFP No. MCRA 2015-04 Maintenance of Landscape and Irrigation attached hereto as Exhibit "A", and Landscape Service Professionals, Inc., Price Schedule Proposal, Acceptance of Terms and Conditions of RFP, Offeror's Certification, Non-Collusive Affidavit, Offeror's Qualifications Statement, Compliance with Occupational and Safety and Act Form, Drug-Free Workplace Program Form and Certificate of Insurance attached hereto as Exhibit "B" which are made a part of this AGREEMENT, or any additional documents which are required to be submitted under the AGREEMENT, and all amendments, modifications and supplements issued on or after the effective date of the AGREEMENT.

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 AGREEMENT Documents for:

MAINTENANCE OF LANDSCAPE AND IRRIGATION SERVICES FOR MCRA- 2015-04 OWNED PROPERTIES AND MEDIAN AREAS WITHIN VARIOUS RIGHTS OF WAY ON ATLANTIC BOUELVARD, 441/SR 7 AND MARGATE BOULEVARD

ARTICLE 3

AGREEMENT TIME

TIME IS OF THE ESSENCE OF THIS AGREEMENT. The work to be performed under this AGREEMENT shall be commenced upon October 15, 2015 the date of AGREEMENT Commencement specified in the Notice to Proceed and subject to authorized adjustments. The AGREEMENT 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; and providing for availability of funding.

ARTICLE 4

AGREEMENT SUM

The CONTRACTOR shall requisition payment for work completed. Payments shall be based upon the price schedule proposal and attached hereto as part of Exhibit "A" to this agreement as follows:

- MCRA shall pay to CONTRACTOR an amount not to exceed \$171,092.
- Contingency of 10% in an amount not to exceed \$17,109.20.

Any work above the price quoted in Request For Proposal MCRA 2015-04 must have written approval by the MCRA prior to start and completion.

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 AGREEMENT amount.

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

1. Rates shall remain firm and fixed for the initial AGREEMENT term. Rates for any extension term are subject to negotiation between parties and any changes may require MCRA Board approval. In the event the CONTRACTOR wishes to adjust the rates for the extension term, CONTRACTOR shall notify the MCRA in writing ninety (90) days prior to the AGREEMENT anniversary date, and include in the notice the requested adjustments including full documentation of the requested changes. If no notice is received by that date, it will be assumed by the MCRA that no adjustment is requested by the CONTRACTOR and that the rates will remain the same for the extension term. If the MCRA wishes an adjustment it will notify the CONTRACTOR under the same terms and schedule. Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on rates for the extension term (not to exceed a maximum of 5% increase). In the event that the rates cannot be resolved to the MCRA's satisfaction the Executive Director or designee reserves the right to terminate the AGREEMENT at the end of the initial AGREEMENT term.

2. Payments shall be made up to the AGREEMENT 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 AGREEMENT Documents.

ARTICLE 5

PAYMENT

1. The CONTRACTOR shall requisition payment for work completed. Payments shall be based upon the price quoted on the Price Schedule Proposal Submittal attached here to as Exhibit "A".

Under this Agreement, additional work not specified herein may be ordered in writing by the MCRA. For the work, the Contractor shall be paid at the rate named in the Contract for the work of similar nature and character.

The MCRA is not responsible for payment of any additional work not authorized beforehand in writing.

Payment shall be made as above provided upon full completion of the job as determined 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 AGREEMENT time.
- f. Reasonable evidence that the work will not be completed within the AGREEMENT Time.
- g. Persistent failure to carry out the work in accordance with the AGREEMENT Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or 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

MISCELLANEOUS PROVISIONS

1. Terms used in this Agreement which are defined in the Special and General Conditions of the AGREEMENT 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 AGREEMENT or its rights, title or interests therein without MCRA'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the AGREEMENT 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 AGREEMENT by CONTRACTOR and the MCRA may, at its discretion, cancel the AGREEMENT 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 AGREEMENT, 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 AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT 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 thirty (30) 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 AGREEMENT 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 AGREEMENT, and refrain from placing further orders and Subcontracts. CONTRACTOR shall be paid for all work completed satisfactorily up to the effective termination date. 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, the MCRA and CONTRACTOR have signed this AGREEMENT in duplicate. One counterpart each has been delivered to MCRA and CONTRACTOR. All portions of the AGREEMENT Documents have been signed or identified by MCRA and CONTRACTOR.

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

MARGATE COMMUNITY REDEVELOPMENT AGENCY

Frank Talerico, Chair

____ day of _____, 2015

Diane Colonna, Executive Director

____ day of _____, 2015

WITNESS:

Courtney Easley, CRA Coordinator

____ day of _____, 2015

APPROVED AS TO FORM:

Eugene M. Steinfeld, Board Attorney

____ day of _____, 2015

FOR CONTRACTOR

FOR CORPORATION: Landscape Service Professionals, Inc.

President

____ day of _____, 2015

(CORPORATE SEAL)

Secretary

____ day of _____, 2015

**AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY
(MCRA) AND LANDSCAPE SERVICE PROFESSIONALS, INC.**