



CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2015, 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 Service Professionals, 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 1

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:

MAINTENANCE OF LANDSCAPE AND IRRIGATION

ARTICLE 2

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 temporary and on a month-to-month basis until the MCRA secures a permanent contractor to perform Maintenance of Landscape and Irrigation services through a Request For Proposal process.

ARTICLE 3

CONTRACT SUM

1. MCRA shall pay to CONTRACTOR an amount not to exceed \$ 6,400.00 monthly for temporary services related to maintenance of landscaping and irrigation for MCRA Properties as per the terms and conditions of Exhibit "A". 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 4

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 5

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 6

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. Venue: 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.

8. 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.

9. 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 HER 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.

10. 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

____ day of _____, 2015

ATTEST:

Rita Rodi, CRA Coordinator

____ day of _____, 2015

Diane Colonna, Executive Director

____ day of _____, 2015

APPROVED AS TO FORM:

Eugene M. Steinfeld, Board Attorney

____ day of _____, 2015

FOR CONTRACTOR

FOR CORPORATION: The Landscape Company, Inc.

President

____ day of _____, 2014

(CORPORATE SEAL)

Secretary

____ day of _____, 2014

AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY (MCRA) AND THE LANDSCAPE SERVICE PROFESSIONAL INC. (CONTRACTOR) FOR MAINTENANCE OF LANDSCAPE AND IRRIGATION.



SCHEDULE OF BID PRICES – BID NO. MCRA 2013-05

TO: BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY

(Please fill in all blanks and return with your proposal.)

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

AREAS TO BE SERVICED

COST PER YEAR *

Bid Item 1 - Map Area 1 - Vacant Lot located at intersection of NW 17th St & Banks Rd

\$ 50.00

Bid Item 2 - Map Area 2 - Western Vacant Lot located at intersection of NW 15th St & SR 7

\$ 50.00

Bid Item 3 - Map Area 3 - Eastern Vacant Lot located at intersection of NW 15th St & SR 7

\$ 50.00

Bid Item 4 - Map Area 4 - Western Vacant Lot located at the intersection of Coconut Creek Parkway & SR 7

\$ 50.00

Bid Item 5 - Map Area 5 - Vacant Lot located at the intersection of Seton Drive & SR 7

\$ 50.00

Bid Item 6 - Map Area 6 - Vacant Lot located on SR 7

\$ 50.00

Bid Item 7 - Map Area 7 - Vacant Lot located on SR 7

\$ 150.00

Bid Item 8 - Map Area 8 - Vacant Lot located NW of the intersection of Margate Blvd. & SR 7

\$ 70.00

Bid Item 9 - Map Area 9 - Shopping Center located NW of the intersection of NW 58th Ave & Margate Blvd.

\$ 235.00

Bid Item 10 - Map Area 10 - Vacant Lot located on Margate Blvd., south of the City Hall Municipal Complex

\$ 50.00

Bid Item 11 - Map Area 11 - Shopping Center located SW of the intersection of Margate Blvd. & SR 7	<u>\$ 625.00</u>
Bid Item 12 - Map Area 12 - Vacant Lot located SW of the intersection of Margate Blvd. & SR 7	<u>\$ 170.00</u>
Bid Item 13 - Map Area 13 - Vacant Lot parcel located NW of the intersection of Park Drive & SR 7	<u>\$ 120.00</u>
Bid Item 14 - Map Area 14 - 1000 North SR 7	<u>\$ 600.00</u>
Bid Item 15 - Map Area 15 - 911 North SR 7	<u>\$ 315.00</u>
Bid Item 16 - Map Area 16 - Medians located along Margate Blvd. between E. River Drive & North SR 7	<u>\$ 900.00</u>
Bid Item 17 - Map Area 17 - Medians located along Atlantic Blvd. just East of SR 7 & continuing east to the City limits	<u>\$ 615.00</u>
Bid Item 18 - Map Area 18 - Medians in the area of the divided road on SR 7 outlined in brick pavers between SW 8th Court and SW 7th Street and medians in the area of the divided road on SR 7 north of the C-14 canal to a point approximately 922 feet north of the intersection of SR 7 & NW 31st Street	<u>\$ 2250.00</u>
Bid Item 19 - Fertilization - As per specification in Technical Special Provisions 4.19	<u>n/a</u>
Bid Item 20 - Pruning and Trimming - As per specification in Technical Special Provisions 4.20	<u>Included</u>
Bid Item 21 - Pesticide Treatment - As per specification in Technical Special Provisions 4.21	<u>n/a</u>
Bid Item 22 - Herbicide Treatment - As per specification in Technical Special Provisions 4.22	<u>n/a</u>
Bid Item 23 - Mulch - As per specification in Technical Special Provisions 4.23	<u>n/a</u>
Bid Item 24 - Litter Removal - As per specification in Technical Special Provisions 4.24	<u>Included</u>
TOTAL	<u>\$ 6400.00 *</u>

NAME OF COMPANY: Landscape Service Professionals Inc.

AUTHORIZED SIGNATURE: Kathleen Brown

* Cost per month based
on 2 cuts per month.