



## **CONTRACT**

THIS CONTRACT, made and entered into this \_\_\_\_ day of June, 2016, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "CITY"); and LANDSCAPE SERVICE PROFESSIONALS, INC., 6115 NW 77<sup>TH</sup> WAY, TAMARAC, FL 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 as follows:

### **ARTICLE I**

#### **THE CONTRACT DOCUMENTS**

The Contract Documents consist of all of the following: RFP No. 2016-006 document and all terms and conditions set forth within, CONTRACTOR response to RFP 2016-006 and all required forms and attachments including but not limited to price schedules, references, and Certificate of Insurance 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:

### **RFP 2016-006 CITY-WIDE LAWN MAINTENANCE (AREAS "A", "B", AND ALTERNATE FOR "D")**

## **ARTICLE 3**

### **CONTRACT TIME**

TIME IS OF THE ESSENCE OF THIS CONTRACT. The work to be performed under this Contract shall be based on an agreed upon schedule of work to be completed on a frequency specified within the RFP document and/or a frequency stipulated as needed by the user department. Failure to achieve timely completion of scheduled work shall be regarded as a breach of this Contract and subject to appropriate remedies. The Contract term shall be for a period of three (3) years from Notice of Award with automatic renewals for two (2) additional one year terms providing both parties agree, providing all terms and conditions remain the same and providing for funding.

## **ARTICLE 4**

### **CONTRACT SUM**

1. CITY shall pay CONTRACTOR an amount not to exceed the unit cost for each location within CONTRACTOR'S awarded area(s) upon its determination that work has been satisfactorily completed. The total contract amount of \$126,150.00 for Area "A" North, and \$122,060.00 for area "B" South shall be based on the estimated annual service schedule as stipulated in the RFP document. CONTRACTOR shall serve as alternate contractor for Area "D" Code Related Lot Cuttings. Services for Area "D" shall be performed only when the primary contractor is not available and on an as needed basis for \$69.00 per cut with additional maintenance services performed as needed for \$24.00 per man hour.

2. Payment 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 CITY together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by CITY. CITY shall make payment to CONTRACTOR within 30 calendar days after its approval.

2. CITY 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 CITY or to 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 CITY which will protect the CITY 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 CITY to the CONTRACTOR when all outstanding work has been completed and all controversy regarding the preceding has been settled to the CITY'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 only in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. No waiver of any provision, covenant or condition within this agreement or of the breach of any provision, covenant or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.
4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'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 CITY 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 CITY 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. CITY 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 CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**

## **ARTICLE 8**

### **PUBLIC RECORDS**

- a. CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CITY.
- b. Upon request from the CITY custodian of public records, CONTRACTOR shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY.
- d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the CITY MANAGER, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the CITY'S information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- f. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

### **Section 119.0701(2)(a), Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: JOSEPH KAVANAGH, CITY CLERK**

**Mailing address: 5790 Margate Boulevard, Margate, FL 33063**

**Telephone number: 954-935-5325**

**Email: JJKAVANAGH@MARGATEFL.COM**

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

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

**CITY OF MARGATE**

\_\_\_\_\_  
Tommy Ruzzano, Mayor

\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Douglas E. Smith, City Manager

\_\_\_\_ day of \_\_\_\_\_, 2016

ATTEST:

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

\_\_\_\_ day of \_\_\_\_\_, 2016

APPROVED AS TO FORM:

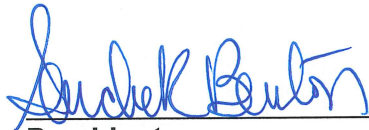
\_\_\_\_\_  
Douglas R. Gonzales, City Attorney

\_\_\_\_ day of \_\_\_\_\_, 2016



**FOR CONTRACTOR**

**FOR CORPORATION:**

  
**President**

23 day of May, 2016

**(CORPORATE SEAL)**

  
**Secretary**

23 day of May, 2016

**AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR THE  
PROJECT – RFP 2016-006 CITY-WIDE LAWN MAINTENANCE.**