

AGREEMENT

Between

THE CITY OF COCONUT CREEK

And

ALLSTATE RESOURCE MANAGEMENT, INC.

For

**MAINTENANCE OF PRESERVE AREAS & AQUATIC VEGETATION CONTROL SERVICES
RFP No. 11-09-22-11**

THIS AGREEMENT is made and entered into this ___ day of January, 2023 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Allstate Resource Management, Inc. with offices located at 6900 SW 21 Court, Unit 9, Davie, FL 33317 (the "Vendor") to provide Maintenance of Preserve Areas & Aquatic Vegetation Control Services pursuant to 11-09-22-11.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 11-09-22-11, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The Vendor shall perform all work for the City required by the contract documents and RFP No. 11-09-22-11, as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Vendor/Contractor further warrants that there has been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the work of the contract.

- 3) **Contract Price**
Vendor shall perform all contract requirements pursuant to Exhibit "A", Schedule of Proposal Prices.
- 4) **Contract Term**
The initial Agreement period shall be for three (3) years commencing on the date written on the first page of this Agreement.
- 5) **Contract Extension**
The City reserves the right to extend the Agreement for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

- 6) **Conditions for Emergency/Hurricane or Disaster**
It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Vendor/Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.
- 7) **Independent Contractor**
Vendor is an independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.
- 8) **Assignment and Subcontracting**
Vendor shall not transfer or assign the performance required by this Agreement without the prior written consent of the City Contract Administrator. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City nor shall the Vendor assign any monies due or to become due to him or her, without the previous written consent of the City Contract Administrator.
- 9) **Notice**
Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt

requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

Andres Fuhrman, Vice President
Allstate Resource Management, Inc.
6900 SW 21 Court, Bldg. 9
Davie, FL 33317
Phone: 954-382-9766
Fax: 954-382-9770
Email: Afuhrman@allstatemanagement.com

10) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

11) Choice of Law and Venue

The parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and U.S. Government. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

12) Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

13) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14) Changes in the Work

a) Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions or revisions in the work; these shall be authorized by an Amendment. Upon receipt of an Amendment approved in writing by the Contract Administrator and / or City Manager, the Vendor will proceed with the work involved. All such work shall be performed under the applicable conditions of the Contract Documents. If any Amendment causes an increase or decrease in the Contract price, payment shall be adjusted or pro-rated by the unit price of the pay items in the Contract or based on mutually accepted price if there are no unit prices. If applicable, an extension or shortening of the contract time may be granted by the City depending

upon the changes in the scope of work. An Amendment signed by the Vendor indicates his/her agreement therewith.

b) Additional work performed by the Vendor without written authorization and City-signed Amendment will not entitle him/her to an increase in the Contract Price or an extension of the contract time.

15) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

16) Interpretation

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

17) Waiver of Jury Trial

VENDOR AND THE CITY EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

18) Public Entity Crimes Statement

Pursuant to Section 287.133(2)(a), Fla. Stat., as amended from time to time, Vendor hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Vendor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Allstate Resource Management, Inc. signing by and through Andrew Fuhrman, Vice-President, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Karen M. Brooks, City Manager

Date

Joseph J. Kavanagh
City Clerk

Date

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney

Date

[Vendor's Signature to Follow]

VENDOR

ATTEST:

Allstate Resource Management

[Signature]
(Corporate Secretary)

[Signature]
Signature of President/Owner

12/22/2022
Date

Jodi Weinger
Type/Print Name of Corporate Secy.

Andres Fuhrman, Vice President

(CORPORATE SEAL)

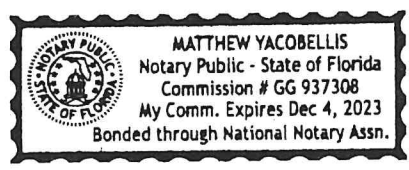
CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :

COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of DECEMBER, 2022, by ANDREW FUHRMAN as VICE PRESIDENT for ALLSTATE RESOURCE MANAGEMENT

[Signature]
Signature of Notary Public
State of Florida at Large



Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

**CITY OF COCONUT CREEK
EXHIBIT "A"
SCHEDULE OF PROPOSAL PRICES**

LINE	DESCRIPTION	UOM	QTY	Allstate Resource Management	
				Unit Price	Ext.
1	Maintenance of Preserve Areas	PKG	EA.	Unit Price	Ext.
1.1	Copans Road Preserve	EA	6	\$265.00	\$1,590.00
1.2	Cypress Park Preserve	EA	6	\$403.00	\$2,418.00
1.3	Cypress Walk Preserve	EA	6	\$66.00	\$396.00
1.4	Recreation Complex Preserve	EA	6	\$225.00	\$1,350.00
1.5	Sabal Pines Preserve	EA	6	\$676.00	\$4,056.00
1.6	Township Estates Preserve	EA	6	\$66.00	\$396.00
1.7	Veterans Park Preserve	EA	6	\$131.00	\$786.00
1.8	Windmill Park Preserve	EA	6	\$354.00	\$2,124.00
1.9	Winston Park Preserve	EA	6	\$1,370.00	\$8,220.00
1.10	74th Street Preserve	EA	6	\$131.00	\$786.00
1.11	Wiles Road Cypress Dome	EA	6	\$1,031.00	\$6,186.00
1.12	Banyan Trails Parcel "F"	EA	6	\$444.00	\$2,664.00
1.13	Cypress Lake Preserve	EA	6	\$238.00	\$1,428.00
1.14	Lauren's Turn Preserve	EA	6	\$22.00	\$132.00
1.15	Whispering Trail Greenway	EA	6	\$26.00	\$156.00
1.16	Lake Julie Island	EA	6	\$8.00	\$48.00
1.17	Future Equestrian Park	EA	6	\$40.00	\$240.00
1.18	Goldenraintree Park	EA	6	\$110.00	\$660.00
1.19	Pond Apple Park	EA	6	\$131.00	\$786.00
Total Preserve Areas					\$34,422.00
2	Maintenance of Aquatic Areas	PKG	EA.	Unit Price	Ext.
2.1	Coral Tree Canal	Mo.	12	\$128.00	\$1,536.00
2.2	Donaldson Park (2) Finger Inlets	Mo.	12	\$77.00	\$924.00
2.3	City Hall (2) Govt. Center Lakes	Mo.	12	\$170.00	\$2,040.00
2.4	Hammocks Canal System	Mo.	12	\$267.00	\$3,204.00
2.5	Home Depot Retention Area	Mo.	12	\$23.00	\$276.00

2.6	Pond Apple Canal	Mo.	12	\$125.00	\$1,500.00
2.7	Sabal Pines Park	Mo.	12	\$139.00	\$1,668.00
2.8	Windmill Park Lake	Mo.	12	\$211.00	\$2,532.00
2.9	Veteran's Park Canal	Mo.	12	\$89.00	\$1,068.00
2.10	Utilities & Engineering Retention	Mo.	12	\$42.00	\$504.00
2.11	Tamarind Village Canal	Mo.	12	\$82.00	\$984.00
2.12	Community Center Canal	Mo.	12	\$86.00	\$1,032.00
2.13	Windmill Park Retention Area	Mo.	12	\$40.00	\$480.00
Total Aquatic Areas					\$17,748.00
3	Storm / Natural Disaster Clean-Up	PKG	EA.	Unit Price	Ext.
3.1	Boardwalk 20 ft. wide	Sq.Ft.	22600	\$0.125	\$2,825.00
3.2	Natural Area Access Trails	Sq.Ft.	38000	\$0.125	\$4,750.00
Total Storm / Disaster Clean-up					\$7,575.00
4	Future Add-Ons	PKG	EA.	Unit Price	Ext.
4.1	Preserve Area, Future Add-ons	Acre	1	\$45.00	\$45.00
4.2	Aquatic Area, Future Add-ons	Acre	1	\$55.00	\$55.00
Total Future Add-Ons					\$100.00
Bid Total				\$59,845.00	