

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
ELAN LAWN AND LANDSCAPE SERVICES, INC.
for
LANDSCAPE MAINTENANCE SERVICES – FACILITIES AND PARKS
RFP NO. 08-27-14-10

THIS AGREEMENT is made and entered into this 22nd day of September, 2014 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 Elan Lawn and Landscape Services, Inc., a Florida corporation with principal offices located at 800 Poinciana Dr., Pembroke Pines, FL 33025 (the "Contractor") to provide landscape maintenance services for City facilities and parks pursuant to RFP No. 08-27-14-10.

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

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of Bid No. 08-27-14-10, 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 Contractor shall perform all work for the City required by the contract documents and Bid No. 08-27-14-10, as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c) Contractor shall provide the City with seventy-two (72) hours written notice prior to any schedule change.
- d) Contractor 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 Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

- 3) **Contract Price**
All prices shall be in accordance with Exhibit "B" – Schedule of Proposal Prices.
- 4) **Performance Probation Period**
Contractor shall enter into a six (6) month probationary period beginning on October 1, 2014. During this time, the Contractor's performance will be closely scrutinized by City staff. The City has the right to terminate the Agreement during the probationary period with or without cause, and this right shall be solely at the discretion of the City.
- 5) **Contract Term**
If the Contractor passes the probation period, the initial contract period will begin on October 1, 2014, for four (4) year(s).
- 6) **Contract Extension**
The City reserves the right to extend the contract for two (2) additional contract terms of one (1) years, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Contractor 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. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.
- 7) **Extension Beyond Expiration**
In the event services are scheduled to end because of the expiration of this contract, the Contractor 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 Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.
- 8) **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.
- 9) **Non-Discrimination**
The Contractor agrees that it shall not discriminate against any of its employees or applicants for employment because of their age, handicap, race, color, religion, sex, or national origin, and to abide by all federal and State laws regarding non-discrimination. The Contractor further agrees to insert the foregoing provisions in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

10) Independent Contractor

Contractor is an independent Contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor 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 Contractor.

11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) 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.

CONTRACTOR

Michael Garcia, President
Elan Lawn and Landscape Services, Inc.
800 Poinciana Drive
Pembroke Pines, FL 33025
Phone: 954-961-6138
Fax: 954-961-5052
Email: office@elanlawn.com

13) 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.

14) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is situated in Broward County, Florida.

15) Signatory Authority

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

16) 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.

17) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor 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 Contractor and the City.

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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 Elan Lawn and Landscape Services, Inc. (Name of party with whom Agreement is made), signing by and through its President, Michael Garcia (President, Owner, CEO, etc.) duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi 10/14/14
Mary C. Blasi, City Manager Date

Leslie Wallace May 10/22/14
Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn 10/15/14
Terrill C. Pyburn, City Attorney Date

CONTRACTOR

ATTEST:

ELAN LAWN & LANDSCAPE SERVICES INC
Company Name

(Corporate Secretary)

[Signature] 10/06/14
Signature of President/Owner Date

Type/Print Name of Corporate Secy.

MICHAEL GARCIA.
Type/Print Name of President/Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

:SS

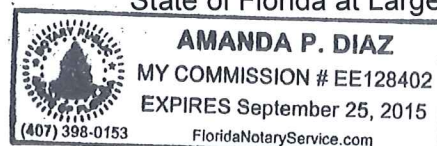
COUNTY OF Broward:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Michael Garcia, of Elan Lawn and Landscape Services, Inc. a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 6th day of October, 2014.

Amanda Diaz

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.

Landscape Maintenance Services - Facilities and Parks
RFP No. 08-27-14-10
Exhibit "B" - Schedule of Proposal Prices

Line	Quantity	UOM	Description	Price	Awarded Supplier
1	1	Per Month	Landscape Maintenance: Facilities and Parks (refer to Exhibit "A")	\$ 33,600.00	Elan Lawn and Landscape Services Inc.
2	1	Per Sq. Ft.	Sod Installation (St. Augustine)	\$ 0.50	Elan Lawn and Landscape Services Inc.
3	1	Per Sq. Ft.	Sod Installation (Bahia)	\$ 0.40	Elan Lawn and Landscape Services Inc.
4	1	Per Acre	Additional Mowing	\$ 45.00	Elan Lawn and Landscape Services Inc.
5	1	Per Tree	Tree Removal (up to 15' height)	\$ 140.00	Elan Lawn and Landscape Services Inc.
6	1	Per Tree	Tree Removal (> 15 ft. to 30' height)	\$ 340.00	Elan Lawn and Landscape Services Inc.
7	1	Per Tree	Tree Removal (> 30' height)	\$ 950.00	Elan Lawn and Landscape Services Inc.
8	1	Per Tree	Tree Trimming/Shaping: Shade Trees (canopy spread up to 10 ft.)	\$ 20.00	Elan Lawn and Landscape Services Inc.
9	1	Per Tree	Tree Trimming/Shaping: Shade Trees (canopy spread >10ft. to 25ft.)	\$ 60.00	Elan Lawn and Landscape Services Inc.
10	1	Per Tree	Tree Trimming/Shaping: Shade Trees (canopy spread > 25 ft.)	\$ 100.00	Elan Lawn and Landscape Services Inc.
11	1	Per Tree	Tree Trimming/Shaping: Palm Trees	\$ 30.00	Elan Lawn and Landscape Services Inc.
12	1	Per Tree	Re-stand Trees	\$ 190.00	Elan Lawn and Landscape Services Inc.
13	1	Per Sq. Ft.	Additional Fertilization	\$ 0.05	Elan Lawn and Landscape Services Inc.
14	1	Per Sq. Ft.	Additional Pest Control	\$ 0.05	Elan Lawn and Landscape Services Inc.
15	1	Per Cu. Yd.	Additional Mulch (installed)	\$ 45.00	Elan Lawn and Landscape Services Inc.
16	1	Per Cu. Yd.	Storm Debris Removal (includes hauling & disposal)	\$ 35.00	Elan Lawn and Landscape Services Inc.
Total				\$ 35,556.00	