

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
EDJ SERVICE, INC.
for
LANDSCAPE MAINTENANCE SERVICES
CITYWIDE MEDIANS AND PUBLIC RIGHTS-OF-WAY
RFP NO. 07-23-13-10

THIS AGREEMENT is made and entered into this 12th day of September, 2013 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 EDJ Service, Inc., a Florida corporation with principal offices located at 1700 SW 68 Ave. Plantation, FL 33317 (the "Contractor") for Landscape Maintenance Services – Citywide Medians and Public Rights-of-Way pursuant to RFP No. 07-23-13-10.

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, terms and conditions of RFP No. 07-23-13-10, 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 RFP No. 07-23-13-10, 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 with the exception of changes caused by inclement weather.
- 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 Sum

The Contract Sum for the above work is TWO HUNDRED THIRTY-THREE THOUSAND, TWO HUNDRED TWENTY-TWO Dollars and SIXTEEN cents (\$233,222.16). All rates shall be in accordance with those rates submitted in the bid documents pursuant to Exhibit "A" – Schedule of Proposal Prices.

4) Performance Probation Period

Contractor shall enter into a six (6) month probationary period beginning on October 1, 2013. 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 shall begin on October 1, 2013, for four (4) fiscal year(s).

6) Contract Extension

The City reserves the right to extend the contract for two (2) additional one (1) fiscal 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. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any requested adjustment to 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) Contingency Services

During the term of this Contract, the Contractor agrees to provide Landscape Maintenance Services at citywide facilities and parks on an emergency basis for a period not to exceed six (6) months. The City agrees to pay the Contractor for any contingency services provided in accordance with the prices bid for citywide facilities and parks. The price for contingency services provided in a renewal year shall reflect the same annual percentage increase agreed to by the City for the citywide medians and public rights-of-way.

9) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

10) **Guarantee**

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or the work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred.

11) **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.

12) **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.

13) **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.

14) **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.

15) **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

Evelyn R. Pagni, President
EDJ Service, Inc.
1700 SW 68 Avenue
Plantation, FL 33317
Phone: 954-791-4167
Fax: 954-587-5618
Email: edjservice@aol.com

16) Dispute Resolution

All disputes pertaining to this RFP between the City and the Contractor shall be settled internally with the appropriate City staff making the final determination and through the following chain of command: 1) Contract Administrator, 2) Public Works Operations Manager 3) Purchasing Administrator, and 4) Director of Public Works. The Purchasing Administrator shall be informed of all dispute resolution meetings pertaining to this RFP. In the event a dispute cannot be settled through the chain of command set forth in this section, the dispute shall be brought forward in a court of competent jurisdiction.

17) Contractor's Personnel

All Contractor personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons while conducting business within the City. The City reserves the right to have contractor permanently remove (from servicing the City) any of contractor's personnel that, in the opinion of the City, is not maintaining a professional, courteous and responsible demeanor at all times.

18) Termination

This Agreement may be terminated by City or Contractor for cause or by the City for convenience, upon thirty (30) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

Default by Contractor: In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

19) 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.

20) 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.

21) 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.

22) 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.

23) Public Records

Effective July 1, 2013, the Contractor shall comply with Florida's Public Records Law, specifically, the Contractor shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- B. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- E. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in this Request for Proposals.

24)

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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 E.D.J Services, Inc. (Name of party with whom Agreement is made), signing by and through its _____ (President, Owner, CEO, etc.) duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi 9/16/13
Mary C. Blasi, ~~Interim~~ City Manager Date

Barbara S. Price 9/16/13
Barbara S. Price, MMC Date
City Clerk

Approved as to form and legal sufficiency:

Paul Stuart 9/16/13
Paul Stuart, City Attorney Date

CONTRACTOR

ATTEST:

Darice Blaha
(Corporate Secretary)

E.D.J SERVICES INC
Company Name
[Signature] 8/28/13
Signature of President/Owner Date

Darice Blaha
Type/Print Name of Corporate Secy.

Evelyn R TAGUI
Type/Print Name of President/Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

COUNTY OF Broward :SS

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 _____, of _____ 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 28th day of August, 2013.

[Handwritten Signature]

Signature of Notary Public
State of Florida at Large



Randy Sanichar
Notary Public
State of Florida
My Commission Expires 10/08/2016
Commission No. EE 841786

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

FLORIDA DRIVERS LICENSE
Type of I.D. Produced

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

EXHIBIT "A" - SCHEDULE OF PROPOSAL PRICES

CITY OF COCONUT CREEK
LANDSCAPE MAINTENANCE SERVICE
NORTH AND SOUTH DISTRICTS
RFP NO. 07-23-13-10

PROPOSED PRICING

ITEM	UNIT	PRICE PER MONTH (CITY-WIDE)
Landscape Maintenance: City-wide - Medians and Public Rights-of-Way	(Per Month)	\$19,435.18
Landscape Maintenance: City-wide - Facilities and Parks	(Per Month)	\$38,504.79

Company Name: EDJ Service Inc
Proposer's Name: Evelyn R Pagni
Proposer's Title: President/Owner
Proposer's Signature: Evelyn R Pagni

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EXHIBIT "A" - SCHEDULE OF PROPOSAL PRICES

RFP No. 07-23-13-10

CITY OF COCONUT CREEK
 LANDSCAPE MAINTENANCE SERVICE
 NORTH AND SOUTH DISTRICTS
 RFP NO. 07-23-13-10

SCHEDULE OF PROPOSAL PRICES

ITEM	UNIT	PRICE
Landscape Maintenance: North District - Medians and Public Rights-of-Way (refer to Exhibit "A")	(Per Month)	\$ 12,765 ⁴⁹
Landscape Maintenance: North District - Facilities and Parks (refer to Exhibit "A")	(Per Month)	\$ 21,918 ⁴⁷
Landscape Maintenance: North District - Lift Stations (refer to Exhibit "A")	(Per Month)	\$
Total: North District	(Per Month)	\$ 34,683 ⁹⁶
Landscape Maintenance: South District - Medians and Public Rights-of-Way (refer to Exhibit "A")	(Per Month)	\$ 7,087 ⁸⁷
Landscape Maintenance: South District - Facilities and Parks (refer to Exhibit "A")	(Per Month)	\$ 17,336 ³¹
Landscape Maintenance: South District - Lift Stations (refer to Exhibit "A")	(Per Month)	\$
Total: South District	(Per Month)	\$ 24,424 ¹⁸
ADDITIONAL SERVICES		
Sod Installation (St. Augustine)	(Per Sq. Ft.)	\$ 0.38
Sod Installation (Bahia)	(Per Sq. Ft.)	\$ 0.38
Additional Mowing	(Per Acre)	\$ 132 ⁰⁰
Tree Removal (up to 15' height)	(Per Tree)	\$ 125 ⁰⁰
Tree Removal (> 15 ft. to 30' height)	(Per Tree)	\$ 465 ⁰⁰
Tree Removal (> 30' height)	(Per Tree)	\$ 850 ⁰⁰
Tree Trimming/Shaping: Shade Trees (canopy spread up to 10 ft.)	(Per Tree)	\$ 38 ⁰⁰
Tree Trimming/Shaping: Shade Trees (canopy spread >10ft. to 25ft.)	(Per Tree)	\$ 75 ⁰⁰
Tree Trimming/Shaping: Shade Trees (canopy spread > 25 ft.)	(Per Tree)	\$ 150 ⁰⁰
Tree Trimming/Shaping: Palm Trees	(Per Tree)	\$ 25 ⁰⁰
Re-stand Trees	(Per Tree)	\$ 175 ⁰⁰
Additional Fertilization	(Per Sq. Ft.)	\$.003
Additional Pest Control	(Per Sq. Ft.)	\$.006
Additional Mulch (installed)	(Per Cu. Yd.)	\$ 33 ⁰⁰
Storm Debris Removal (includes hauling & disposal)	(Per Cu. Yd.)	\$ 35 ⁰⁰
Mowing of Hedge Trimming at Lift Stations (refer to Exhibit "C")	(Per Station)	\$ 30 ³¹
Manual Labor	(Per Hour)	\$ 24 ⁸⁷