

AGREEMENT

between

THE CITY OF COCONUT CREEK

And

ALLSTATE RESOURCE MANAGEMENT, INC.

for

**MAINTENANCE OF PRESERVE AREAS & AQUATIC VEGETATION CONTROL SERVICES
11-15-17-10**

THIS AGREEMENT is made and entered into this _____ day of _____, 201____ 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, Bldg. 9, Davie, FL 33317 (the "Vendor") to provide Maintenance of Preserve Areas & Aquatic Vegetation Control Services pursuant to 11-15-17-10.

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. 11-15-17-10, 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 Vendor shall perform all work for the City required by the contract documents and 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.

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.

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

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

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) 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 exclusively in the 17th Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District 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) 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.

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 Allstate Resource Management, signing by and through Andrew Fuhrman, Vice President duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi, City Manager Date

Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

VENDOR

ATTEST:

Company Name

(Corporate Secretary)

Signature of President/Owner Date

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

:SS

COUNTY OF _____:

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 _____ day of _____, 201 .

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

MAINTENANCE OF PRESERVE AREAS & AQUATIC VEGETATION CONTROL SERVICES

RFP NO. 11-15-17-10

EXHIBIT "A"

SCHEDULE OF PROPOSAL PRICES

Line #	DESCRIPTION	UOM	QTY	Allstate Resource Management	
				Unit	Extended
1	Maintenance of Preserve Areas				
1.1	Copans Road Preserve	EA	6	\$230.00	\$1,380.00
1.2	Cypress Park Preserve	EA	6	\$350.00	\$2,100.00
1.3	Cypress Walk Preserve	EA	6	\$57.00	\$342.00
1.4	Recreation Complex Preserve	EA	6	\$195.00	\$1,170.00
1.5	Sabal Pines Preserve	EA	6	\$588.00	\$3,528.00
1.6	Township Estates Preserve	EA	6	\$57.00	\$342.00
1.7	Veterans Park Preserve	EA	6	\$114.00	\$684.00
1.8	Windmill Park Preserve	EA	6	\$308.00	\$1,848.00
1.9	Winston Park Preserve	EA	6	\$1,191.00	\$7,146.00
1.10	74th Street Preserve	EA	6	\$114.00	\$684.00
1.11	Wiles Road Cypress Dome	EA	6	\$897.00	\$5,382.00
1.12	Banyan Trails Parcel "F"	EA	6	\$386.00	\$2,316.00
1.13	Cypress Lake Preserve	EA	6	\$207.00	\$1,242.00
1.14	Lauren's Turn Preserve	EA	6	\$19.00	\$114.00
1.15	Whispering Trail Greenway	EA	6	\$23.00	\$138.00
1.16	Lake Julie Island	EA	6	\$7.00	\$42.00
1.17	Future Equestrian Park	EA	6	\$35.00	\$210.00
1.18	Goldenraintree Park	EA	6	\$96.00	\$576.00
1.19	Pond Apple Park	EA	6	\$114.00	\$684.00
			Total	\$4,988.00	\$29,928.00

Line #	DESCRIPTION			Allstate Resource Management	
				Unit	Extended
2	Maintenance of Aquatic Areas	UOM	QTY		
2.1	Coral Tree Canal	Mo.	12	\$111.00	\$1,332.00
2.2	Donaldson Park (2) Finger Inlets	Mo.	12	\$67.00	\$804.00
2.3	City Hall (2) Govt. Center Lakes	Mo.	12	\$148.00	\$1,776.00
2.4	Hammocks Canal System	Mo.	12	\$232.00	\$2,784.00
2.5	Home Depot Retention Area	Mo.	12	\$20.00	\$240.00
2.6	Pond Apple Canal	Mo.	12	\$109.00	\$1,308.00
2.7	Sabal Pines Park	Mo.	12	\$121.00	\$1,452.00
2.8	Windmill Park Lake	Mo.	12	\$184.00	\$2,208.00
2.9	Veteran's Park Canal	Mo.	12	\$77.00	\$924.00
2.10	Utilities & Engineering Retention	Mo.	12	\$37.00	\$444.00
2.11	Tamarind Village Canal	Mo.	12	\$71.00	\$852.00
2.12	Community Center Canal	Mo.	12	\$75.00	\$900.00
			Total	\$1,252.00	\$15,024.00
TOTAL ANNUAL MAINTENANCE - PRESERVE & AQUATIC AREAS				Total	\$44,952.00
OPTIONAL PLANTS					
3	Plants Required	UOM	QTY	Unit	
3.1	Sea Grape (Coccoloba uvifera)	EA	50	\$100.00	
3.2	Cabbage Palm (Sabel palmetto)	EA	50	\$161.00	
3.3	Cocoplum (Chrysobalanus icaco)	EA	300	\$8.25	
3.4	Cypress (Taxodium distichum)	EA	100	\$125.00	
3.5	Dahoon Holly (Ilex cassine)	EA	50	\$70.00	
3.6	Firebush (Hamelia patens)	EA	50	\$8.25	
3.7	Gumbo Limbo (Bursera simaruba)	EA	50	\$100.00	
3.8	Laurel Oak (Quercus laurifolia)	EA	50	\$100.00	
3.9	Live Oak (Quercus virginiana)	EA	50	\$105.00	
3.10	Mahogany (Swietenia mahagon)	EA	50	\$85.00	
3.11	Pond Apple (Annona glabra)	EA	100	\$75.00	
3.12	Red Bay (Persea borbonia)	EA	50	\$85.00	
3.13	Slash Pine (Pinus elliotti densa)	EA	50	\$150.00	

3.14	Red Maple (<i>Acer rubrum</i>)	EA	100	\$75.00
3.15	Sweetbay Magnolia (<i>Magnolia virginiana</i>)	EA	50	\$80.00
3.16	Strangler fig (<i>Ficus aurea</i>)	EA	50	\$75.00
3.17	Wild Coffee (<i>Psychotria nervosa</i>)	EA	100	\$9.00
3.18	Arrow Arum (<i>Peltandra virginica</i>)	EA	1000	\$6.00
3.19	Cordgrass (<i>Spartina bakeri</i>)	EA	1000	\$3.00
3.20	Duck Potato (<i>Sagittaria</i> ssp.)	EA	2000	\$1.50
3.21	Fireflag (<i>Thalia geniculata</i>)	EA	2000	\$1.50
3.22	Giant Bulrush (<i>Scirpus californicus</i>)	EA	1000	\$1.60
3.23	Maidencane (<i>Panicum hemitomom</i>)	EA	1000	\$1.40
3.24	Pickernelweed (<i>Pontedaria cordata</i>)	EA	2000	\$1.40
3.25	Smooth Cordgrass (<i>Spartina alterniflora</i>)	EA	1000	\$1.60
3.26	Sawgrass (<i>Cladium jamaisensis</i>)	EA	2000	\$3.00
3.27	Softstem Bulrush (<i>Scirpus validus</i>)	EA	1000	\$1.50
3.28	Spikerush (<i>Eleocharis</i> spp.)	EA	2000	\$1.40
3.29	Splatterdock (<i>Nuphar luteum</i>)	EA	1000	\$3.25
3.30	Swamp Lily (<i>Crinum americanum</i>)	EA	1000	\$1.75
3.31	Water Lily (<i>Nymphaea odorata</i>)	EA	1000	\$3.25
3.32	Yellow Canna (<i>Canna Flaccida</i>)	EA	1000	\$1.50
3.33	Leather Fern (<i>Acrostichum danaeifolium</i>)	EA	300	\$20.00
OPTIONAL				
Line #	ALTERNATE PRICING			Allstate Resource Management
4	Storm / Natural Disaster Clean-Up	UOM	QTY	Unit
4.1	Boardwalk 20 ft. wide	Sq.Ft.	22600	\$1.00
4.2	Natural Area Access Trails	Sq.Ft.	38000	\$1.00
OPTIONAL				
Line #	FUTURE ADD ONS			Allstate Resource Management
5	As needed only	UOM	QTY	Unit
5.1	Preserve Area, Future Add-ons	Acre	1	\$40.00
5.2	Aquatic Area, Future Add-ons	Acre	1	\$50.00