



**CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444**

AGREEMENT FOR CHRISTMAS TREE AND NORTH POLE VILLAGE

ASSEMBLY SERVICES

ITB 2017-058

BETWEEN THE CITY OF DELRAY BEACH

AND

FLORIDA CDI, LLC

AGREEMENT

THIS AGREEMENT is hereby made and entered into this 26th day of September, 2017, (the “effective date”) by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and Florida CDI, LLC, d/b/a Christmas Designers, a Florida limited liability company authorized to do business in Florida (hereafter referred to as “Contractor”), whose address is 3124 NW 16th Terrace, Pompano Beach, Florida 33064.

WHEREAS, the City desires to retain the services of the Contractor to provide goods and services in accordance with the City’s Invitation to Bid No. 2017-058, and the Contractor’s response thereto, all of which are attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Invitation to Bid No. 2017-058 (Exhibit A), and the Contractor’s response to the Invitation to Bid, including all documentation required thereunder (Exhibit B), and the Contractor’s Pricing Schedule (Exhibit C), all of which are attached hereto and made a part hereof.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City’s Invitation to Bid. A representative from Crystal Valley, the Christmas Tree manufacturer will be on-site from the delivery date for seven (7) days to answer technical assembly questions related to instructions/specifications for the aluminum frame. Additionally, the City will provide access to and contact with the structural engineers (APX) who designed the Christmas Tree foundation and MBR Construction who built it in order to address questions related to the foundation and fasteners.

ARTICLE 3. COMPENSATION

a. The City shall pay the Contractor in accordance with the Pricing Schedule attached hereto as Exhibit C and as set forth hereinbelow.

b. Upon satisfactory and timely completion of items 1-4 of Exhibit C, the City shall pay the Contractor fifty percent (50%) of the total fees due for items 1-4 and item 6 within fourteen (14) days of receipt of an invoice for same.

c. The City shall pay Contractor the balance of the total fees due for items 1-6 within fourteen (14) days of return of the Christmas Tree and Village Structures to the storage facility and receipt of an invoice for same.

ARTICLE 4. LIQUIDATED DAMAGES – CONTRACTOR

The City and Contractor hereby acknowledge and agree that time is of the essence regarding this Agreement and the work contemplated hereunder and the Contractor may suffer financial loss and inconvenience if the Christmas Tree is not delivered to the City and made available for assembly and installation by the Contractor by October 10, 2017. Therefore, if the Christmas Tree has not been delivered by the City's vendor and is not available to the Contractor so that the work can commence no later than October 10, 2017, the City shall be subject to liquidated damages, but not as penalty, in the amount of \$2,500.00 for each and every calendar day the Christmas Tree remains undelivered and remains unavailable for the Contractor to commence the work. As compensation due the Contractor for financial loss and for additional costs incurred by the Contractor due to such non-delivery and unavailability of the Christmas Tree, the Contractor shall have the right to add the liquidated damages to any amount due to the Contractor under this Agreement and to invoice the City for such damages. The Contractor and the City agree that the amount for liquidated damages is not punitive, and is intended to compensate the City for difficult to quantify losses. Section 2.11 LIQUIDATED DAMAGES of ITB2017-058 remains in full force and effect and nothing set forth in this Article 4. shall serve to modify or amend it in anyway.

ARTICLE 5. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager
Email: dejesus@mydelraybeach.com
- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
Email: lohmanm@mydelraybeach.com
- iii. As to the Contractor: Florida CDI, LLC
3124 NW 16th Terrace, Pompano Beach, Florida 33064
Attn.: Leonard Schultz
Email: leonard@christmasdesigners.com

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 6. CONTRACT TERM

This term of this Agreement shall be from the effective date through September 25, 2022, unless terminated earlier in accordance with terms set forth in the Exhibit A.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above here written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Cary D. Glickstein, City Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

CONTRACTOR

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

**EXHIBIT C
 PRICING SCHEDULE**

ITEM	DESCRIPTION	Lump Sum ANNUAL PRICE
1.	Provide transportation from the bonded storage facility to the assembly site as well as from the assembly site to the bonded storage facility for the Christmas Tree and Village Structures	\$5,000.00
2.	Provide trailers at the tree assembly site and supervise personnel to load and off-load the tree branches and boxes into and from the trailers	\$1,000.00
3.	Provide all required maintenance and repairs for the Christmas Tree and Village Structures before assembly, during assembly, while erected during Christmas seasonal activities, and after disassembly	\$2,500.00
4.	Provide installation of Christmas Tree and the Village Structures inside the Christmas Tree which includes fluffing of tree branches and installation of holiday LED lights on the Christmas Tree branches	\$72,000.00
5.	Provide dismantling of the Christmas Tree and Village Structures and packing up all components after each Christmas season	\$18,000.00
6.	Equipment rental of a 100 ton crane service, picker, and forklift for the assembly and disassembly of the Christmas Tree and Village Structures	\$23,200.00
	TOTAL PRICE	\$121,700.00

TOTAL PRICE: One Hundred Twenty One Thousand, Seven Hundred Dollars