

## AGREEMENT

THIS AGREEMENT is hereby made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, (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 Universal Beach Service Corp. (hereafter referred to as “Contractor”), a Florida Corporation authorized to do business in Florida whose address is 31 NW 16<sup>th</sup> Street Delray Beach, FL 33444.

WHEREAS, the City desires to retain the Contractor to provide Beach Cleaning, Maintenance and Beautification Services for the City’s Parks and Recreation Department in accordance with the City’s Request for Proposal (RFP) 2023-030 and the Contractor’s response thereto, all of which are incorporated herein by reference.

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

### ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Request for Proposal 2023-030, and the Contractor’s response to the Request for Proposal, including all documentation required thereunder.

### ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide Beach Cleaning, Maintenance and Beautification Services for Parks and Recreation Department pursuant to the specifications accompanying the City’s Request for Proposal 2023-030, attached hereto as Exhibit “A”.

### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Fee Proposal attached hereto and incorporated herein as Exhibit “B”, according to the terms and specifications of the referenced solicitation.

### ARTICLE 4. 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. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Manager

- ii. with a copy to: City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney
- iii. As to the Contractor: Universal Beach Service Corp.  
31 NW 16<sup>th</sup> Street  
Delray Beach, FL 33444  
Attn: Clayton Peart  
Email: [clayton@universalbeachservices.com](mailto:clayton@universalbeachservices.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.

d. E-VERIFY. By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

#### ARTICLE 5. CONTRACT TERM

The term of this Agreement shall remain in effect for a term of three (3) years, the Agreement may be renewed for up to two (2) additional one (1) year periods, unless terminated earlier in accordance with terms of this Agreement.

#### ARTICLE 6. INSURANCE

Contractor shall provide certificates of insurance to the City evidencing its insurance coverage and naming the City as an additional insured. Such insurance shall be in an amount and form as described in Exhibit "C" and shall be delivered to the City prior to execution of this Agreement. If Contractor fails to provide the certificates of insurances in a form acceptable to the City, the City may immediately terminate this Agreement.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

**CITY OF DELRAY BEACH**

By: \_\_\_\_\_  
Shelly Petrolia, Mayor

ATTEST:

By: \_\_\_\_\_  
Katerri Johnson, City Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Lynn Gelin, City Attorney

**UNIVERSAL BEACH SERVICE CORP.**

[SEAL]

By: Clayton Peart  
Print Name: Clayton Peart  
Title: President

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of August, 2023 by Clayton Peart (name of person), as President (type of authority) for Universal Beach Services Corp (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



Renee A. Carmint  
Notary Public – State of Florida

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1.1 GENERAL INFORMATION AND BACKGROUND**

Contractor shall provide quality Beach Cleaning, Maintenance and Beautification Services which includes the cleaning, raking/sand sifting, trash removal, and maintenance of the Delray Beach beaches. Contractor shall perform all services in a professional manner.

Locations of the beaches are as follows:

1. Delray Beach Municipal Beach – approximately 1.25 miles and located approximately between George Bush Boulevard and Casuarina Road on east side of U.S. Hwy. A1A. Beginning coordinates for this location are 26°28'19"N 80°03'21"W  
Ending coordinates for this location are 26°27'15"N 80°03'31"W
2. Atlantic Dunes Park Beach – approximately .25 miles located just north of Linton Boulevard on the east side of U.S. Hwy. A1A. Beginning coordinates for this location are 26°26'33"N 80°03'36"W  
Ending coordinates for this location are 26°26'28"N 80°03'37"W

**1.2 REQUIRED SERVICES**

The following is a list of the required services the City requires Contractor to provide. Clean and maintain the entire length and width of the beach during the term of the Agreement on a basis of seven (7) days per week. Work must be completed before 10:00am daily.

1. Debris, Trash Removal and Recycling - Contractor shall remove all trash, debris, and loose vegetation such as seaweed that is deposited by ocean, wind, or patron usage. Contractor shall empty and maintain the refuse and recycling containers (refuse shall mean garbage and trash; recycling shall mean bottles, cans and glass that can be recycled) on the beach a minimum of seven (7) days per week.
2. Disposal - Contractor shall remove and dispose of all trash and debris by transporting it to the County's existing transfer station. Contractor shall properly dispose of the collected refuse and shall be responsible for payment of any and all associated disposal fees. Contents of the recycling containers shall be deposited in a collection bin located in an area determined by the City. Contractor must submit the total monthly amount of trash collected (pounds) by the 15th of the month for the preceding month.
3. Special Events and Holidays - On July 5th each year, Contractor shall clear the entire beach of debris by 10:00 a.m. to remove debris from July 4th activities. With prior notice by the City, Contractor shall clear the entire beach of debris on the day following other major holidays and special events.
4. Seagrass Raking – Contractor shall rake seagrass a minimum of seven (7) days per week on the entire beach. Upon request by the City during periods of extraordinary amounts of seagrass, Contractor shall rake seagrass additional times (afternoon raking

if necessary). Seagrass may be buried for dune reconstruction when suitably clean, devoid of debris, litter, tar, and other refuse. When seagrass is combined with items not suitable for reconstruction, Contractor shall remove the seagrass from the beach and transported to Palm Beach County landfill.

5. Storm Conditions and Beach Restoration Project Debris Removal: Contractor shall remove debris that washed ashore during storm conditions and/or beach re-nourishment.
6. Hazards Management: Contractor shall have the required equipment to lift and remove foreign material up to 1,500 pounds from the beach to grade areas of beach and move fill from place to place in order to attempt to correct hazardous conditions that may develop from time to time.

Upon request by the City, Contractor shall provide hazard management services such as the removal of broken glass, the shoring of eroded and deteriorated walkways by moving fill into place around them, grading storm cut escarpments, removing threatening debris (includes dead animals, refugee boats, large unwanted debris, health hazard containers, etc.) and removing or recovering stairways and rip-rap which were covered by sand and became exposed by erosion. Contractor shall perform such services on an emergency basis and shall respond to the request by the City for the correction of such hazardous conditions within four hours of notification by the City.

Minor hazards such as broken glass bottles or debris of nature that can be removed by hand by lifeguards or other City personnel will be accomplished in that manner by the City.

7. Erosion Control: Contractor shall possess equipment required to provide limited beach repair and erosion control measure. Contractor shall provide the following erosion control services to the extent of the capability of Contractor's equipment:
  - a. Backfilling of washouts, particularly at the foot of stairs and/or entrance ways
  - b. Grading of excessive sand deposits
  - c. Grading of escarpments to a more easily navigated slope
  - d. Adding sand to and grading around lifeguard stands
8. Contractor's services for erosion control are to promote vitality to the dune vegetation, to sustain the contour of the beach against further wave action and to maximize the useable sandy portion of the beach for recreational enjoyment and coastal preservation. Contractor's erosion services shall be taken with the goal of effectively controlling, limiting or eliminating sand erosion on an on-going basis.
9. Landscaping: Contractor shall provide services for the maintenance of the foredune vegetation areas which will include the deposit of seaweed mulch in and around the foredune vegetation at the direction of the City and the careful hand raking of the foredune vegetation area in the event debris is deposited by storms into that area.



Contractor shall remove any of its equipment from the beach at the City's request that is in danger of being lost or destroyed by hurricanes, erosion, storm surges and other perils.

10. Tilling: The entire beach will be tilled twice a year, once during the month of November and once in February. The beach will be tilled to a depth of 36 inches from just east of the dune line to the mean high-water line.

11. Beach sand-sifting/Mechanical tine raking: The entire beach will be cleaned using a sand sifting machine to remove broken glass, cigarette filters, syringes, and other rubbish seven (7) days a week. This task can be accomplished using either a mechanical raking system or a sifting system.

12. In the event that any large objects/vessels over twenty (20) feet wash up on the beach (boats, trees, etc.), Contractor shall perform Hazard Mitigation Services for the Town and use best efforts to remove the foreign objects. The cost for these services shall be listed separately by Contractor. If machinery is required that the Contractor does not have, then a written estimate of the additional cost shall be provided to the Director of Parks and Recreation for approval prior to work being conducted.

### 1.3 CONTRACTOR'S RESPONSIBILITY

Contractor shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in this Contract.

Contractor shall be responsible for obtaining all necessary permits, licenses, and/ or registration cards in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.

### 1.4 SUPERVISION

Contractor shall provide an adequate number of trained, qualified Supervisors capable of providing adequate supervision to provide the services. The City shall not have any responsibility for supervising or managing Contractor's staff or medical professionals.

Each Supervisor, to the satisfaction of the City, shall be capable of verbal and written communication in English and shall be able to adequately communicate with the service workers.

The City may request Contractor to remove any Supervisor if it is determined the individual is not performing the services in accordance with the terms and conditions of the Contract.

### 1.5 EMPLOYEES

Persons employed by Contractor in the performance of services pursuant to this Contract shall not be considered employees of the City, shall be independent thereof; and shall have no claim against the City as to pension, workers' compensation, insurance, salary, wages, or other employee rights or privileges granted by operation of law; and shall be 18 years of age or older.

Under no circumstances will any employee of Contractor be permitted to allow minors (under 18 years of age) and/ or anyone who is not an employee of Contractor to enter any non- public area of any City facility at any time for any reason.

1.6 COMPLAINTS

Inspections by the City of Delray Beach will take place throughout the contract period. Contractor shall provide to the City an e-mail address for the purpose of receiving complaints, concerns, or inquiries from the City. Complaints shall be documented and forwarded to Contractor for immediate resolution. It is the responsibility of Contractor to resolve all complaints with 24 hours of notification from the City.

1.7 PROTECTION OF PROPERTY

Contractor shall at all times guard against damage or loss to the property of the City of Delray Beach and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment for services in lieu of reimbursement or replacement for loss or damage to property attributed to negligence of Contractor, its staff, or agents.

1.8 LICENSES

Contractor agrees to maintain all necessary licenses and permits required for the provision of services and the City shall carry all permits required of it as the owner to have the beach maintained.

1.9 SECURITY AND IDENTIFICATION

Contractor shall take all measures necessary to comply with and to ensure that employees comply with the security rules and regulations of the City and all Federal, State and County rules, laws, and regulations.

Employees of Contractor serving hereunder shall not use controlled substances not prescribed for them, or illegal substances on or off the City's premises, and shall not use alcohol on the City's premises or preceding their work shift which would in any way affect the performance of the services.

Contractor shall attest in writing that a background check, to the extent allowed by law, of employment history and references has been conducted on each employee within four (4) weeks of initial employment. The City shall have the right to request any additional investigative background information, including, but not limited to, the employment record of any personnel assigned to perform the services. Contractor shall furnish, in writing, such information to the extent allowed by law within thirty (30) calendar days after notification from the City's Human Resources Administrator or designee.

The City reserves the right to conduct its own investigations of any employee of Contractor. Contractor shall remove from service on the premises of the City any employee of the Contractor who, in the opinion of the City, is not performing the services in a proper manner; or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with the rules and regulations of the City. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the Contractor.

1.10 REPAIRS

Contractor shall promptly notify the City of any needed repairs and/or damage to fixtures, building, and appurtenances observed during the performance of the services. Any item of a critical, priority, or emergency nature shall be verbally reported immediately to the City upon discovery, with written notification to follow prior to the end of the work shift.

1.11 ACCESS

The City agrees to provide Contractor with free access to the City's beach property for the provision of services. However, the City may reasonably restrict Contractor's access to the beach for safety reasons or during emergencies. Notwithstanding any other provisions of the Agreement to the contrary, the City hereby reserves the right to restrict Contractor's raking operations on portions of the beach to comply with turtle protection ordinance and law requirements in effect during the term of the Agreement.

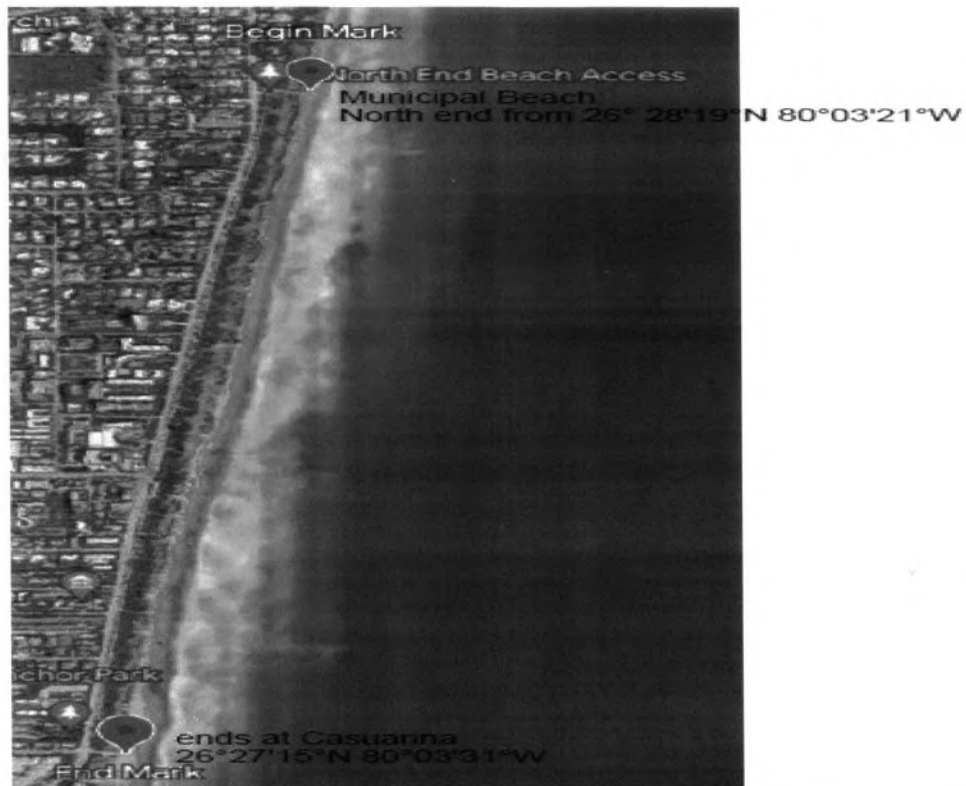
1.12 STORAGE OF EQUIPMENT AND LIST OF CURRENT EQUIPMENT:

Contractor shall provide storage for its equipment. No equipment will be stored on the beach, on other City property, or City rights-of-way without prior approval by the City.

1.13 DISPOSAL COST:

Contractor shall provide disposal services at its expense for all debris, seagrasses, and trash removed from the beach. However, if disposal costs or tipping fees, through the Solid Waste Authority sites are increased, the City agrees to reimburse Contractor any increase in the disposal cost or tipping fees incurred by Contractor that exceeds the amount of such fees incurred during the first year of the term of the Agreement. Likewise, in the event of a decrease in the tipping fee or disposal charges below the amount incurred during the first year of the term of the Agreement, the like amount shall be refunded to the City. The City shall have the right to review and audit all records kept by the Contractor with respect to such costs.





(Remainder of this page is intentionally left blank.)

**EXHIBIT B**  
**FEE PROPOSAL**

**Bid #RFP 2023-030 - Beach Cleaning, Maintenance and Beautification Services**

Creation Date **Feb 24, 2023**

End Date **May 3, 2023 2:00:00 PM EDT**

Start Date **Apr 10, 2023 5:16:32 PM EDT**

Awarded Date **Not Yet Awarded**

<b>Universal Beach Services, Corp</b>		<b>\$136,200.00 (2/2 items)</b>		
Bid Contact <b>Clayton Peart</b> <b><a href="mailto:clayton@universalbeachservices.com">clayton@universalbeachservices.com</a></b> <b>Ph 561-272-1400</b>		Address <b>31 NW 16th Street</b> <b>Delray Beach, FL 33444</b>		
Bid Notes <b>Full bid package for this RFP 2023-030 is attached as a PDF with all required attachments.</b>				
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Full bid package for this RFP 2023-030 is attached as a PDF with all required attachments.		
<b>Item #</b>	<b>Line Item</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>
RFP 2023-030-01-01	Delray Beach Municipal Beach - First Offer	\$116,200.00	1 / lump sum	\$116,200.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b> See attached bid package PDF.		
RFP 2023-030-01-02	Atlantic Dunes Park Beach - First Offer	\$20,000.00	1 / lump sum	\$20,000.00
<b>Product Code:</b>		<b>Supplier Product Code:</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b> See bid package PDF attached to RFP 2023-030-01-01 above. This is a lump sum bid package for #01 and #02.		

## EXHIBIT C

### INSURANCE

Contractor shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received and approved by the City's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

**Contractor must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.**

Contractor shall provide insurance coverage as follows:

a. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this Solicitation.

Employer's Liability Insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each occurrence, and \$500,000 in the aggregate.

b. COMPREHENSIVE GENERAL LIABILITY

Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). Such certificate shall list the City as additional insured.

NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).

c. AUTOMOBILE LIABILITY

Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

d. PROFESSIONAL LIABILITY

Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

Contractor must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Delray Beach as an additional insured.

Contractor agrees to notify the City within (5) business days of coverage cancellation, lapse, or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Department located at 100 N.W. 1<sup>st</sup> Ave., Delray Beach, FL 33444.

(Remainder of this page is intentionally left blank.)