

AGREEMENT

THIS AGREEMENT is hereby made and entered into this __ day of _____, 2022, (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 Fresh Start Maintenance, Inc., a Florida corporation (hereafter referred to as "Contractor"), whose address is 2660 Carambola Rd., West Palm Beach, FL 33406.

WHEREAS, the City desires to provide grounds maintenance along the I-95 interchanges in accordance with the City's Invitation to Bid No. 2022-069, 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 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. 2022-069, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide grounds maintenance along the I-95 interchanges pursuant to the specifications accompanying the City's Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit A, 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. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

- ii. With Copy to: City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
- iii. As to the Contractor: Fresh Start Maintenance Inc.
2660 Carambola Rd
West Palm Beach , FL 33406
Attn: Nicholas Petrino, CEO
nicholas@freshstartmaintenance.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 5. 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 6. CONTRACT TERM

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

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

FRESH START MAINTENANCE, INC.:

By: 

Print Name: Nicholas Petrinio

Title: CEO

(SEAL)

STATE OF Fla
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of November, 2022 by Nicholas Petrinio (name of person), as CEO (type of authority) for Fresh Start Maintenance (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification _____
Type of Identification Produced _____

Frankie Wright
Notary Public - State of Fla.

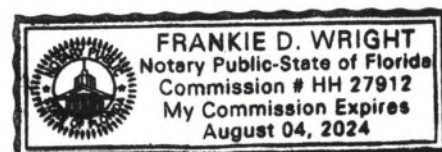


EXHIBIT A
PRICING SCHEDULE

Area A: Atlantic Avenue (I-95 Exchange)

Item	Description	Est'd Qty Per Year	Unit Price	Total Price
I TURF MAINTENANCE				
	Turf Care			
	Mowing Grass (31,000 S.F.)	44	\$ <u>150</u>	\$ <u>6,600</u>
	Edging (670 L.F.)	44	\$ <u>20</u>	\$ <u>880</u>
	Litter Control (Five (5) days per week-aside from mowing)	260	\$ <u>15</u>	\$ <u>3,900</u>
II FERTILIZERS AND CHEMICALS				
	Fertilization			
	Weed & Feed Bahia -21-011 (per application) March / October	2	\$ <u>150</u>	\$ <u>300</u>
	Shrubs and Shade Tree (per application) 10-10-10 w/micros 50,000 S.F.-Trees & Palms are contained within shrub beds. April / September	2	\$ <u>200</u>	\$ <u>400</u>
	Granular Pre-emergent Herbicide 50,000 S.F. – Apply prior to Mulching	3	\$ <u>100</u>	\$ <u>300</u>
III MULCH SUPPLY & INSTALLATION				
	Mulch Supply & Application			
	Contractor to supply mulch and perform application 2" 300 C.Y. per application March / July / November	3	\$ <u>3000</u>	\$ <u>9000</u>
IV PRUNING & WEED CONTROL				

EXHIBIT A (Cont.)

Palm Pruning – <u>14 Foxtail Palms</u> (Annual Lump Sum) Check & Removal of Dead Fronds As Needed	1	\$ <u>150</u>	\$ <u>150</u>
Shrub/Hedge Pruning – <u>Approx. 45,000 S.F.</u> One (1) time per month	12	\$ <u>300</u>	\$ <u>3,600</u>
Weed Control – In Shrub Beds <u>Approx. 50,000 S.F.</u>	22	\$ <u>150</u>	\$ <u>3,300</u>
AREA: (A) Atlantic Avenue SUB-TOTAL			\$ <u>28,430</u>

Area B: Linton Blvd. (I-95 Exchange)

Item	Description	Est'd Qty Per Year	Unit Price	Total Price
I TURF MAINTENANCE				
	Turf Care			
	Mowing Grass (31,000 S.F.)	44	\$ <u>150</u>	\$ <u>6,600</u>
	Edging (<u>670 L.F.</u>)	44	\$ <u>20</u>	\$ <u>880</u>
	Litter Control (Five (5) days per week-aside from mowing)	260	\$ <u>20</u>	\$ <u>5,200</u>
II FERTILIZERS AND CHEMICALS				
	Fertilization			
	<u>Weed & Feed</u> (per application) Bahia -21-011 March / October	2	\$ <u>150</u>	\$ <u>300</u>
	Shrubs and Shade Tree (per application) 10-10-10 w/micros 50,000 S.F.-Trees & Palms are contained within shrub beds. April / September	2	\$ <u>200</u>	\$ <u>400</u>
	Granular Pre-emergent Herbicide 50,000 S.F – Apply prior to Mulching	3	\$ <u>100</u>	\$ <u>300</u>
III MULCH SUPPLY & INSTALLATION				
	Mulch Supply & Application			
	Contractor to supply mulch and perform application	3	\$ <u>2000</u>	\$ <u>6000</u>

EXHIBIT A (Cont.)

	2" 300 C.Y. per application	March / July / November		
IV PRUNING & WEED CONTROL				
	Palm Pruning – <u>14 Foxtail Palms</u> (Annual Lump Sum) Check & Removal of Dead Fronds As Needed	1	\$ <u>100</u>	\$ <u>100</u>
	Shrub/Hedge Pruning – <u>Approx. 45,000 S.F.</u> One (1) time per month	12	\$ <u>220</u>	\$ <u>2,640</u>
	Weed Control – In Shrub Beds <u>Approx. 50,000 S.F.</u>	22	\$ <u>150</u>	\$ <u>3,300</u>
	AREA: (B) Linton Blvd.	SUB-TOTAL		\$ <u>25,720</u>

Area C: SW 10th Street (I-95 Underpass)

Item	Description	Est'd Qty Per Year	Unit Price	Total Price
I TURF MAINTENANCE				
	Turf Care			
	Mowing Grass (5,000 S.F.)	44	\$ <u>30</u>	\$ <u>1,320</u>
	Edging (240 L.F.)	44	\$ <u>15</u>	\$ <u>660</u>
	Litter Control (Five (5) days per week-aside from mowing)	260	\$ <u>10</u>	\$ <u>2,600</u>
	AREA: (C) SW 10 TH OVERPASS	SUB- TOTAL		\$ <u>4,580</u>

Pricing for Additional Work (If required):

Item	Description	Amount	
A.	Sod Replacement (per sq. ft.)	\$ <u>6.00</u>	Per Square Foot
B.	Plant and Tree Installation	\$ <u>35.00</u>	Labor Per Hour / Per Laborer
		\$	

EXHIBIT A (Cont.)

C.	Fertilizing	250.00	Labor Per Hour / Per Laborer
D.	Additional Pest Control (gallon)	\$ 100.00	Per Gallon / Price per 50 gal. application of insecticide
E.	Additional Pest Control (pound)	\$ 100.00	Per Pound / Price per 50 gal. application of insecticide
F.	Fire Ant Control	\$ 150.00	Labor Per Hour / Per Laborer
G.	Hurricane Debris Removal	\$ 55.00	Labor Per Hour / Per Laborer

* The figures listed are for evaluation purposes only and DO NOT guarantee either a minimum of maximum usage by the City.

**Items will be evaluated both by item (Unit Price/Extended Price Annually) and in the aggregate (Grand Total).

Fresh Start Maintenance Inc
Name of Bidder (Print or Type)