



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

FLORIDA CDI, LLC

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 20__, (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, a Florida corporation 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 the 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 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. 2017-058, 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 the goods and/or perform those services identified in 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, according to the terms and specifications of the referenced Invitation to Bid.

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
Email: LohmanM@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 5. CONTRACT TERM

This term of this Agreement shall for five years and be from the effective date through _____, 20__, unless terminated earlier in accordance with terms set forth in the ITB.

(Remainder of this page is intentionally left blank.)

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

[SEAL]

CITY OF DELRAY BEACH, FLORIDA

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: _____

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