



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

SOLICITATION NO. 2018-011
AGREEMENT FOR LANDSCAPE MAINTENANCE –
MARTIN LUTHER KING BLVD.

L.V. SUPERIOR LANDSCAPING, INC.

AGREEMENT

THIS AGREEMENT is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 N.W. 1st Avenue, Delray Beach, FL 33444 and L.V. Superior Landscaping, Inc. (hereinafter referred to as "Contractor"), a Florida corporation whose address is 16059 Okeechobee Blvd., Loxahatchee, Florida, 33470, this ____ day of _____, 2018.

WITNESSETH:

WHEREAS, the City desires to retain the services of the Contractor to provide services in accordance with the City's Invitation to Bid No. 2018-011, 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. 2018-011, 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 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 as Exhibit "A", 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
Beach, Florida 33444
Attn: City Manager
Email: Lauzier@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: L.V. Superior Landscaping, Inc.
16059 Okeechobee Blvd.
Loxahatchee, Florida 33470
Attn: Lucilo Vasquez

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 be from the effective date through _____, 2018, unless terminated earlier in accordance with terms set forth in the ITB.

[Remainder of page intentionally left blank]

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

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY:

Mark Lauzier, City Manager

Approved as to form for legal sufficiency:

R. Max Lohman, City Attorney



L.V. SUPERIOR LANDSCAPING, INC.

By:

Printed Name

Title

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of March, 2018, by Lucile Vasquez, as President (name of officer or agent, title of officer or agent), of L.V. Superior Landscaping (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Notary Public - State of Florida
Margo McQuaid
MY COMMISSION #FF188917
EXPIRES January 12, 2019
(407) 398-0153
FloridaNotaryService.com

**SECTION 5
PRICING SCHEDULE**

5.1 PRICES AND RATES

The Bidder shall indicate in the spaces provided, the firm and fixed prices and rates offered to the City for the goods and/or services described below.

Item	Description	Estimated Quantity Per Year	Unit Price	Total Price
1.	Weeding	43	\$ 130	\$ 5590
2.	Trimming and Edging			
	a. Line Trimming	43	\$ 65	\$ 2795
	b. Edging	22	\$ 45	\$ 990
		12	\$	\$
3.	Pruning			
	a. Shrubs	12	\$ 36	\$ 432
	b. Shrubs	12	\$ 36	\$ 432
	Tree Trimming			
	c.	1	\$ 1200	\$ 1200
4.	Litter Control	260	\$ 8	\$ 2080
5.	Chemical Applications			
	c. Shade Tree Fertilization	2	\$ 200	\$ 400
	d. Shrub Fertilization	2	\$ 300	\$ 600
			\$	\$
			\$	\$
6.	Mulch	3	\$ 920	\$ 2760
	TOTAL BID PRICE			\$ 17,279

TOTAL BID PRICE (Written Amount) seventeen thousand two hundred seventy nine.

City of Delray Beach
ITB No. 2018-011, Landscape Maintenance –
Martin Luther King Blvd.

Pricing for Additional Work (If required):

Item	Description	Amount	
A.	Sod Replacement (per sq. ft.)	\$ <u>1.00</u>	Per Square Feet
B.	Plant and Tree Installation	\$ <u>35</u>	Labor Per hour / Per Man
C.	Fertilizing	\$ <u>35</u>	Labor Per hour / Per Man
D.	Additional Pest Control (gallon)	\$ <u>485</u>	Per <u>Gallon</u> / Price per 50 gal. application of insecticide
E.	Additional Pest Control (pound)	\$ <u>485</u>	Per <u>Pound</u> / Price per 50 gal. application of insecticide
F.	Fire Ant Control	\$ <u>35</u>	Labor Per hour / Per Man
G.	Hurricane Debris Removal	\$ <u>55</u>	Labor Per hour / Per Man

TOTAL BID PRICE IN WORDS:

Seventeen Thousand two hundred seventy nine.

END OF SECTION 5