

Agenda Item # C - 12

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH BATALLAN ENTERPRISES, INC. DBA PROPERTY WORKS, THE SOLE RESPONSIVE RESPONSIBLE BIDDER FOR PARK MAINTENANCE SERVICES AT EIGHT (8) NEIGHBORHOOD PARKS AT AN ANNUAL AMOUNT OF \$54,048.24..

ISSUE: This agreement is for an initial term of two (2) years with two (2) additional one (1) year extensions at the same terms as agreed to by both parties. The existing agreement expires September 30, 2022. This expenditure is budgeted the parks operating budget account # 001-7200-572-34-90.

RECOMMENDED ACTION: Staff recommends approval.

Initiator:	Village Manager	Agenda	Village Council
Lou Recchio	Approval:	Date:	Action:
Director of Parks and Recreation		09/15/22	

AGREEMENT

Village of Royal Palm Beach	Vendor: Property Works
Project: Park Maintenance Service	RFP

This Agreement, entered into this _____ day of _____ 2022, effective October 1, 2022 by and between Batallan Enterprises, Inc. dba Property Works, a Corporation registered in Florida, hereinafter referred to as the “**VENDOR**”, and the Village of Royal Palm Beach, Florida, a Municipal Corporation, hereinafter referred to as the “Village.”

WITNESSETH:

Village and **VENDOR**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:

1. Village and **VENDOR**, both hereby agree to enter into an agreement for the **Park Maintenance Service** within the corporate limits of the Village in accordance with the Village Proposal Specifications attached hereto as Exhibit A. This agreement will commence on October 1, 2022 and will end on the **30th** day of **September, 2024**.
2. All terms and conditions of the Agreement shall be the terms and conditions as specifically set forth in the Village Proposal Specifications for these services and the Proposal attached hereto as Exhibit “A”. Both parties hereby agree and acknowledge that this two (2) page Agreement, along with Exhibit “A” and any other documents required by the Village Specifications shall constitute the entire Agreement.
3. Notice as required in the Agreement documents shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

Village: Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411 Attn: Raymond C. Liggins, P.E. Village Manager	Vendor: Batallan Enterprises, Inc. dba Property Works 1201 Roebuck Court West Palm Beach, Florida 33401-6925 Attn: Jason S. Batallan, President/Owner
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4. **VENDOR** shall perform all work required in accordance with the Proposal Specifications for the annual price of \$ **54,048.24** with monthly payments in accordance with attached payment schedule (exhibit “B”) and satisfactory completion of all services.

5. The **VENDOR** is a business engaged in landscape and grounds maintenance and agrees to perform the following landscape and grounds maintenance for the Village (Exhibit "A").

6. This Agreement may be renewed and extended for two (2) additional one (1) year terms for **Park Maintenance Service** for the same amount of monthly compensation as stated above in paragraph 4 or an amount agreed upon by both parties.

7. **VENDOR** agrees to indemnify and hold harmless the Village against any and all claims, suits, demands or other cause of action, including reasonable attorney's fees and expenses in defending the same, which may arise or be asserted against the Contractor by reason of the operation of the Contractor's business or injury to an employee of the Contractor.

8. **VENDOR** agrees not to discriminate against any employee or applicant for employment to be used in the performance of the obligations of Contractor under this agreement, on the basis of race, color, religion, national origin, ancestry, sex, or age. Violation of this provision, at the option of Village, may be treated as a breach of this Contract.

9. **VENDOR** shall secure all licenses and permits necessary for initiation and completion of the project and be responsible for the payment of license and permit fees.

10. It is agreed by the parties that there will be no assignment or transfer of this Contract, nor of any interest in this Contract.

11. If any landscaping is renovated during the time frame of this park maintenance contract, the Village reserves the right to negotiate the contract price for the service required for the particular area.

12. Either party may terminate this Agreement by providing a thirty (30) day written notice.

13. This two (2) page Agreement, along with other documents referenced in paragraph 2 above, constitutes the entire Agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

Witnesses to Vendor:

Vendor: Batallan Enterprises, Inc. dba Property Works

Jason S. Batallan, President/ Owner

Witnesses to Village:

Village of Royal Palm Beach:

Raymond C. Liggins, P.E.
Village Manager

Attest: Diane DiSanto, Village Clerk