

Agenda Item # 01A

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

**AGENDA ITEM:** APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH PROPERTY WORKS, THE LOWEST RESPONSIVE RESPONSIBLE BIDDER IN AN AMOUNT OF \$48,878.56 FOR PARKS MAINTENANCE SERVICE.

**ISSUE:** This agreement is to replace existing agreement for Parks Maintenance of eight (8) neighborhood parks which expires September 30, 2020. This expenditure is budgeted from the parks operating budget account # 001-7200-572-34-90

**RECOMMENDED ACTION:** Staff recommends approval.

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Initiator:	Village Manager	Agenda	Village Council
Lou Recchio	Approval:	Date:	Action:
Director of Parks and Recreation		08/20/20	

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## AGREEMENT

<b>Village of Royal Palm Beach</b>	<b>Vendor: Batallan Enterprises, Inc. d/b/a Property Works</b>
<b>Project: Park Maintenance Service</b>	<b>RFP</b>

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, effective immediately by and between Batallan Enterprises, Inc. d/b/a 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, 2020 and will end on the **30<sup>th</sup> day of September, 2022.**
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 Exhibits “A” and “B”, 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:

<b>Village:</b>  Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411  Attn: Raymond C. Liggins, P.E. Village Manager	<b>Vendor:</b>  Batallan Enterprises, Inc. d/b/a Property Works 1201 Roebuck Court West Palm Beach, Florida 33401-6925  Attn: Jason 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 \$ **48,878.56** and is hereby authorized to commence this project. The Village agrees to pay **VENDOR** 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 year terms for **Park Maintenance Service** for the same amount of monthly compensation as stated above in paragraph 4, upon written agreement of 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:**  
**Works**

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**Witnesses to Village:**

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**Attest:** Diane DiSanto, Village Clerk

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**Vendor: Batallan Enterprises, Inc. d/b/a Property**

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Jason Batallan, President/ Owner

**Village of Royal Palm Beach:**

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Raymond C. Liggins, P.E.  
Village Manager

Proposal Advertised: June 8, 2020  
Approved by Council: August 20, 2020  
Proposal Opening: July 15, 2020

**VILLAGE OF ROYAL PALM BEACH**  
**BID TABULATION FORM**  
**Park Maintenance Services**  
**Opens July 15, 2020 at 3:00 pm**

BIDDERS NAME	BID RECEIVED
EPTICOREAN PARK LLC Dyna Serv	\$ 95,340.00
Green Florida Landscaping	\$ 57,107.00
Jan Cleaning & Maintenance	
K & S Enterprises of Marion LLC	
Khan	
Kita Corp.	
L.V. Superior Landscaping	\$ 52,010.03
Property Works	\$ 48,878.56
Ringler Landscape Design	
Roots Bagel Co.	
Saffold Paving	
Superior Landscaping and Lawn Service	\$ 203,315.00
V and S Landscaping	\$ 49,610.00
Wellington Maintenance Services LLC	

Opened by: 

Recorded by: 

**EXHIBIT “B”  
PAYMENT SCHEDULE**

**FOR SERVICES RENDERED**

**PAYMENT**

OCTOBER 2020	FERTILIZE/MULCH	\$7810.55
NOVEMBER 2020		\$3325.75
DECEMBER 2020		\$3325.75
JANUARY 2021		\$3325.75
FEBRUARY 2021		\$3325.75
MARCH 2021		\$3325.75
APRIL 2021	FERTILIZE/MULCH	\$7810.55
MAY 2021		\$3325.75
JUNE 2021		\$3325.75
JULY 2021		\$3325.75
AUGUST 2021		\$3325.75
SEPTEMBER 2021		\$3325.75
OCTOBER 2021	FERTILIZE/MULCH	\$7810.55
NOVEMBER 2021		\$3325.75
DECEMBER 2021		\$3325.75
JANUARY 2022		\$3325.75
FEBRUARY 2022		\$3325.75
MARCH 2022		\$3325.75
APRIL 2022	FERTILIZE/MULCH	\$7810.55
MAY 2022		\$3325.75
JUNE 2022		\$3325.75
JULY 2022		\$3325.75
AUGUST 2022		\$3325.75
SEPTEMBER 2022		\$3325.75