

SUPERIOR

LANDSCAPING & LAWN SERVICE, INC.

P.O. Box 35-0095
MIAMI, FLORIDA 33135-0095
OFFICE: 305-634-0717 FAX: 305-634-0744
E-MAIL: SUPERLANDSCAPE@BELLSOUTH.NET

LANDSCAPING MAINTENANCE AGREEMENT

Contract Submitted To: City of Doral
8401 NW 53rd Terrace
Doral, FL 33166
Attn: Henry Martinez
Henry.martinez@cityofdoral.com

Date: May 28, 2024

Job Site: City of Doral (Medians)
NW 36th Street to SR 826
Doral, FL 33166

This **Landscaping Maintenance Proposal and Agreement** (hereinafter "Agreement") is made this _____ day of _____, 2022, by and between Superior Landscaping & Lawn Service, Inc whose address is P.O. Box 35-0095, Miami, Florida 33135-0095 (hereinafter, "Superior"), and **City of Doral**, whose address is **8401 NW 53rd Terrace, Doral, FL 33166** (hereinafter, "Client").

1. Specification of services.

2.1 Mowing – 26 X per year

- A. The mowing cycle consists of **Twenty Six (26) times per year.**
- A. All leaves, litter and debris shall be removed from grass before mowing.
- B. All mowers blades shall be sharp enough to cut, rather than tear, grass blades.
- C. Mowing shall not be performed when weather or other conditions would cause damaged turf.
- D. All mowers are to be adjusted to the proper cutting height and level; to be measured from level grade surface to the parallel and level plane of the mower blade.

2.2 Edging – 26 x per year

- A. After each mowing, use a mechanical edger to edge to a neat uniform vertical line all grass abutting curbs, sidewalk, driveways, flush-paved surfaces, etc., as well as shrubs, ground covers beds, hedges, trees, etc.

2.3 Weed Control - 26 x per year

- A. Weed control will be performed on planted beds and tree wells by means of manual, mechanical and/or chemical means.

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2.4 Litter Control - 26x per year

- A. Litter and debris generated by contractors from the landscape maintenance service will be removed on every visit.
- B. Remove litter from street, walkways, planted beds and other adjacent surfaces on the same day as mowed.

2.5 Pruning Shrubs and Ground Cover Plants Bed Area Maintenance

- A. All shrubs and ground cover plants growing in the work areas shall be pruned, as required, to maintain plants in a healthy, growing, flowering condition and to maintain plant growth within reasonable bounds to prevent encroachment of passageways, walks, street, and view of signs up to 6' height.
- B. Bed Area Maintenance: The Contractor shall keep the bedded areas free of dead plants, leaves, and branches at all times. All beds shall be vertically edged, and kept weed free at all times.
- C. Shrubs: All shrub material will be pruned **once per month** to insure the best shape, health, and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.
- D. Ground cover: All groundcover material will be pruned **once per month** to insure the best shape, health, and character of the individual plant. Groundcover plants shall be selectively cut back to encourage lateral growth and kept inbounds and out of other plantings, walkways, lighting, etc. Mechanical trimmings may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.

2.6 Irrigation- 12 x per year

- A. The timers will be checked **once per month**. The Contractor will also, **once per month**, fully operate all the irrigation zones and clean all irrigation heads, line, valves, valve boxes, filters and controllers as needed. Irrigation Controller Check 12 x per year.
- B. Any form of damage to the irrigation system will be reported to the Client immediately upon discovery. The cost for repairs is not included and will be considered reimbursable upon Owner's approval.

2.7 Mulch Services 1 x per year

- A. Installation of approximately 250 CY of pine bark nuggets.
- B. This proposal includes the cost of MOT as needed for this work.

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NOTE: Excluded from this contract is the following:

- **Holiday & weekends are not included in this agreement**

We hereby propose to furnish labor completely in accordance with the above specifications, for the sum of: \$4,690.58 per month at a yearly rate of: \$56,287.00

WITNESSETH

WHEREAS, the Client wishes to contract with Superior to perform landscaping maintenance and other services as described herein;

WHEREAS, Superior agrees to provide landscaping maintenance and other services, as described herein;

WHEREAS, Superior is providing this proposal and the terms and conditions therein to the Client with the intention that if executed, this proposal shall be controlling agreement between the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

2. **Job Site.** Superior will service medians located at **NW 36th street to SR 826**
3. **Proposal.** This proposal is valid for thirty (30) days. This proposal, if accepted and executed by both parties in a timely fashion, subject to the limitations stated herein, will constitute the Agreement between the parties with the terms and conditions of this document.
4. **Term of Agreement.** This Agreement, if accepted is effective on **June**, **2024**. The Agreement is for the term of two (2) years. This contract will automatically renew for an additional (2) two years after the completion of (2) year term.
5. **Proposed Fee and Payment Schedule.** In consideration for performance of the Services by Superior as stated herein, Superior hereby proposes the yearly rate of **\$56,287.00**. This amount will be divided into monthly payments of **\$4,690.58** and paid to Superior within thirty (30) days of the invoice date each month regardless of which services are performed.
6. **Cancellation Notice.** Upon written thirty (30) day notice either party will have the right to terminate this agreement at any time. Should the party cancel prior to the end of the month,

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the full or prorated amount owed to Superior shall be due within (7) days of the cancellation notice. Prorated amounts shall be calculated using (30) days month.

7. **Indemnification.** The Client indemnifies and holds harmless the Superior, its directors, officers, owners, members, managers, shareholders, employees and agents from any and all claims, losses, liabilities, obligations, demands, actions, judgments, suits, and related costs and expenses of any nature whatsoever including reasonable attorney's fees, arising in any way from the willful misconduct or negligence of the Client, Client's guests, employees, agents, tenants, subtenants, owners, or anyone directly or indirectly associated with the Client or Client's property pursuant to this Agreement.
8. **Dispute Resolution.** Any dispute, claim or controversy of any kind between the parties arising out of this Agreement or involving the interpretation or application of any provision of this Agreement shall be submitted to arbitration in Miami-Dade County, Florida, in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association; provided that (a) each party shall be required to submit its proposed resolution of such dispute, claim or controversy in writing to the arbitrator; (b) the arbitrator shall be required to render a decision adopting in full one or the other of such proposed resolutions, and no compromises or alternative resolution shall be allowed or considered by the arbitrator. The parties shall jointly agree on an arbitrator. If the parties are unable to agree in good faith within thirty (30) days on the selection of an arbitrator, either party may request appointment of an arbitrator by the American Arbitration Association. The arbitration decision shall be final and binding on both parties. The costs of arbitration (arbitration fees, location costs, etc.) are to be shared by both parties equally, provided that the arbitrator may choose to award the costs of arbitration against the losing party if the arbitrator determines that the final position urged by the losing party was not reasonable. The prevailing party shall be entitled to reasonable attorney fees. If any court action is necessary to enforce this Agreement, the prevailing party will be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which the party may be entitled.
9. **Notice.** Any notice to either party hereunder must be in writing and signed by the party giving it, and served: 1) by hand; 2) through the United States Mail, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained, and addressed to the party's address specified in this Agreement or such other address as either party may specify in writing. Notice is effective upon receipt.
10. **Entire Agreement.** This Agreement and attachments, if any, contain the entire agreement between the parties with respect to the subject matter hereof. There are no other agreements, promises, or undertakings between the parties, except as specifically set forth herein. This Agreement supersedes any prior written or oral agreements between the parties.

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11. **Modification.** No alterations, changes, modifications or amendments shall be made to this Agreement except in writing and signed by the parties hereto.
12. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
13. **Headings.** The headings contained in this Agreement are strictly for convenience and shall not be used to construe meaning or intent.
14. **Waiver.** The failure of the Superior to require strict compliance with the performance of any obligations and/or conditions of this Agreement shall not be deemed a waiver of the Superior's right to require strict compliance in the future or construed as consent to any breach of the terms of this Agreement.
15. **Force Majeure.** A party shall not be liable for any failure of or delay in the performance of this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. Upon occurrence of any force majeure event, the party relying upon this provision shall give written notice to the other party of its inability to perform or of delay in completing its obligations.

An "act of God" or "force majeure" is defined for purposes of this Agreement as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather), acts of the public enemy, terrorists (foreign or domestic), wars, insurrections and any other cause not reasonably within the control of the Superior and which by the exercise of due diligence Superior is unable, wholly or in part, to prevent or overcome.

16. **Applicable Law and Jurisdiction.** This Agreement shall be construed and governed by the laws of the State of Florida regardless of whether this Agreement is being executed by any of the parties in other states or otherwise.
17. **Assign ability and Parties of Interest.** No Party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party. Nothing in this Agreement, express or implied, will confer upon any person or entity not a party to this Agreement, or the legal representatives of such person or entity,

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any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of this Agreement, except as expressly provided in this Agreement.

18. Counterparts and Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which collectively shall constitute one agreement. Use of fax, email and electronic signatures shall have the same force and effect as an original signature.

We agree to the terms and conditions of the proposal as set out above dated effective as of the last date of signature below.

Superior Landscaping & Lawn Service, Inc.

By: _____
on behalf of Superior

Date

Client: City of Doral

By: _____

Date