



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

SOLICITATION NO. 2018-005

LANDSCAPE MAINTENANCE AGREEMENT FOR SEACREST
SOCCER COMPLEX HILLTOPPER STADIUM WITH
STO LANDSCAPE SERVICES, INC.

LANDSCAPE MAINTENANCE 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 STO Landscape Services, Inc. (hereinafter referred to as Contractor), a Florida corporation whose address is 9819 State Road 7 Boynton Beach, FL 33472, this ____ day of December, 2017 (the "effective date").

WITNESSETH:

WHEREAS, the City issued a solicitation ITB No. 2018-005 to provide sports field maintenance;

WHEREAS, Contractor submitted a response to the solicitation dated October 30, 2017.

WHEREAS, the City desires to purchase products and services from Contractor subject to the terms and conditions of ITB No. 2018-005, and Contractor's Bid response to Solicitation No. 2018-005.

NOW, THEREFORE, for and in consideration of mutual promises contained herein and other good and valuable consideration, of which the parties do hereto acknowledge, the parties 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. 2018-005, 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. The estimated annual contract amount is not-to-exceed eighty-two thousand six hundred eighty dollars (\$82,680).

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by overnight courier/commercial delivery (such as FedEx, UPS, etc...) with signature confirmation of receipt or by hand delivery with signature confirmation of receipt, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

- i. As to the City: City of Delray Beach, Florida
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager
- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
- iii. As to Contractor: STO Landscape Services, Inc.
9819 State Road 7
Boynton Beach, Florida 33472
Attn: Burdell A. Haverland, President

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.

ARTICLE 5. CONTRACT TERM

The term of this Agreement shall commence on the effective date and shall continue in full force and effect for a term of three (3) years. This Agreement may be renewed for up to two (2) additional years.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and STO Landscape Services, Inc. executed this Agreement as or the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY: _____

Cary D. Glickstein, Mayor

Approved as to form for legal sufficiency:

R. Max Lohman, City Attorney

CONTRACTOR

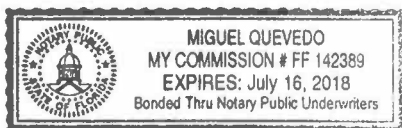
By: _____

Burdell A. Haverland, President



STATE OF FLORIDA
COUNTY OF PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 30 day of NOVEMBER, 2017, by BURDELL HAVERLAND, as PRESIDENT (name of officer or agent, title of officer or agent), of STO LANDSCAPE SERVICES (name of corporation acknowledging), a _____ (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



Miguel Quevedo

Notary Public – State of Florida