

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 20__, (the "effective date") by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and Eagle Auto Parts, Inc. dba NAPA, a Florida corporation (hereafter referred to as "Contractor"), whose address is 1005 S. Congress Avenue, Delray Beach, Florida 33445.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Invitation to Bid No. 2017-053, 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. 2017-053, 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.

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
Delray Beach, Florida 33444
Attn: City Manager
Email: CityManager@mydelraybeach.com

- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
Email: CityAttorney@mydelraybeach.com
- iii. As to the Contractor: Eagle Auto Parts, Inc. dba NAPA
1005 S. Congress Avenue, Delray Beach, Florida 33445
Attn.: President
Email: eapart@aol.com

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 Agreement term shall commence upon the date of the duly executed Agreement, and shall remain in effect for three years, unless terminated earlier or renewed in accordance with terms set forth in the ITB. Upon mutual agreement of City and Contractor, this Agreement may be renewed for up to an additional two years.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Cary D. Glickstein, City Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

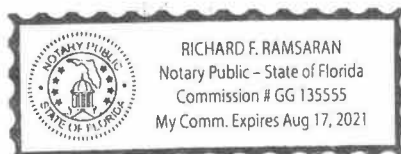
CONTRACTOR

[SEAL]

By: Steven R Brandl
Steven R Brandl
Printed Name
President
Title

STATE OF FLORIDA
COUNTY OF ~~PALM BEACH~~
Broward

The foregoing instrument was acknowledged before me this 12 day of December, 2017, by Steven Brandl, as President (name of officer or agent, title of officer or agent), of Eagle Auto Parts (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 Driver license (type of identification) as identification.



[Signature]
Notary Public - State of Florida

	Description	Manufacturer	Item Number	Estimated Annual Usage	UOM	Unit Price	Extended Price	Alternate Item No. (Submit supporting documentation)
1	EN91 (ENERGIZER AA) 144 PER CASE	ENERGIZER	263392	720	Case	.65	\$ 468.00	
2	EN92 (ENERGIZER AAA) 144 PER CASE	ENERGIZER	263727	576	Case	.65	\$ 474.40	
3	EN93 (ENERGIZER C) 12 PER BOX	ENERGIZER	263392	216	Box	1.22	\$ 263.52	
4	EN95 (ENERGIZER D) 12 PER BOX	ENERGIZER	263487	72	Box	1.41	\$ 101.52	
5	PC1604 (DURACELL PROCELL 9V) 12 PER BOX	DURACELL	263236	72	Box	1.88	\$ 135.36	
6	EW529 (ENERGIZER 6V ALKALINE LANTERN BATTERY) 6 PER BOX	ENERGIZER	263592	24	Box	4.43	\$ 106.32	Item #1209 Energizer
7	IGLOO 3-GALLON YELLOW POLY BEVERAGE DISPENSER EACH	IGLOO	00009431	20	Each	57.49	\$1,149.80	
8	8 IN CLASSIC 999 RETRACTABLE UTILITY KNIFE 6 PER BOX	STANLEY	10-099	10	Box	3.37	\$ 33.70	Item # 7769002 Evercraft
9	1 IN X 25 FT POWER RETURN ENGINEER'S TAPE MEASURE 6 PER BOX	LUFKIN	PHV1425D	12	Box	14.94	\$ 179.28	Item # CS8525 Luftkin
10	ALL PURPOSE MARKING PAINT YELLOW 12 CANS PER CASE	KRYLON	KRYTCS03801	40	Case	5.39	\$ 215.60	Item # 7301 Krylon
11	ALL PURPOSE MARKING PAINT BLACK 12 CANS PER CASE	KRYLON	KRYTCS01770	36	Case	5.84	\$ 210.24	Item # 5913 Krylon
12	20OZ QUIK-MARK PAINT FLUOR RED/ORANGE 12 CANS PER CASE	KRYLON	KRYTCS03650	150	Case	5.39	\$ 808.50	Item # 7306 Krylon
13	ALL PURPOSE MARKING PAINT WHITE 12 CANS PER CASE	KRYLON	KRYTCS03901	48	Case	5.39	\$ 258.72	Item # 7316 Krylon
14	ALL PURPOSE MARKING PAINT GREEN 12 CANS PER CASE	KRYLON	KRYTCS03904	142	Case	5.39	\$ 765.38	Item # 7304 Krylon
15	20OZ QUIK-MARK PAINT FLUOR AP/VA BLUE 12 CANS PER CASE	KRYLON	KRYTCS03903	403	Case	5.39	\$2,172.17	Item # 7315 Krylon
16	HIGH PERFORMANCE RUST PREVENTATIVE SPRAY PAINT IN GLOSS SILVER ALUMINUM FOR METAL, STEEL, 14 OZ 8 CANS PER BOX	RUST-OLEUM	V2115838	36	Box	5.66	\$ 203.76	Item # RTA9232
17	PINCH POINT CROW BAR 60INCH 18 LBS EACH	UNION	30-650	4	Each	44.99	\$ 179.96	Item # 95971
18	25 FT STEEL SAE TAPE MEASURE, ORANGE 6 PER BOX	LUFKIN	HV1425	12	Box	8.09	\$ 97.08	Item # L625 Luftkin
19	ORANGE WEDEATER STRING 10 SPOOLS PER BOX	TANAKA	746565	30	Box	4.17	\$ 125.10	Item # 704549 NAPA
20	BLACK VINYL ELECTRICAL TAPE, 3/4" WIDTH, 60 FT LENGTH, 7 MIL THICKNESS 12 ROLLS PER BOX	POWER FIRST	19N746	48	Box	1.92	\$ 92.16	Item # 83-7029 Grote
21	FLAGGING TAPE GLO ORANGE 12 ROLLS PER BOX	MUTUAL INDUSTRIES	MUT16000GO	300	Box	2.99	\$ 897.00	Item # S608FO

	Description	Manufacturer	Item Number	Estimated Annual Usage	UOM	Unit Price	Extended Price	Alternate Item No. (Submit supporting documentation)
22	19IN RUBBER STRAPS WITH HOOKS ON BOTH ENDS 10 PER PACK	ULTRATECH	ULT1794	50	Pack	1.89	\$ 94.50	Item # 770-1112 Balkamp
23	LAWN RAKE, 13 IN TINE LENGTH EACH	SEYMOUR MIDWEST RAKE	40905GR	12	Each	12.50	\$ 150.00	Item # 40945 Balkamp
24	GARDEN RAKE, 16 TINES, FIBERGLASS HANDLE EACH	ABILITY ONE	3750-01-615-8542	12	Each	28.79	\$ 345.48	Item # BR30 Balkamp
25	POST HOLE DIGGER, MANUAL, 48" HANDLE L EACH	ABILITY ONE	5120-01-615-8537	5	Each	27.99	\$ 139.95	Item # DG100 Balkamp
26	2-CYCLE SYNTHETIC ENGINE OIL, 20 OZ 24 PER BOX	MAG 1	MG035126	526	Box	11.70	\$6,154.20	Item # 10860 Lucas
27	WD-40 16 OZ MULTIPURPOSE LUBRICANT AEROSOL CAN 12 PER BOX	WD-40	490088	130	Box	5.84	\$ 794.24	Item # 490064 WD
28	XHP 222 BLUE LITHIUM COMPLEX MULTIPURPOSE GREASE, 137 OZ, NLGI GRADE, 2 10 PER BOX	MOBIL	121929	20	Box	4.39	\$ 87.80	Item # 70133 Valvoline
29	HACKSAW, WITH RUBBER GRIP 6 PER BOX	STANLEY	15-265	6	Box	5.39	\$ 32.34	
30	TRENCHING SHOVEL, 48" HANDLE LENGTH, 5" BLADE WIDTH, 11-1/2" BLADE LENGTH, 14 GAUGE EACH	RAZOR-BACK	47115GR	18	Each	63.99	\$1,151.82	
31	48" ROUND POINT SHOVEL EACH	WESTWARD	40-191	30	Each	48.50	\$1,455.00	Item #SLVR30 BalKamp
32	48" SQUARE POINT SHOVEL EACH	WESTWARD	40-184	30	Each	21.88	\$ 656.40	Item # SV-LS21 Balkamp
33	HYDRANT WRENCH, 1 3/4" PENTAGON, 1 1/4" SQUARE, 20" LENGTH EACH	REED	HWB	6	Each	49.98	\$ 299.88	Item # 8808
34	MODEL 300 MEASURING WHEELS TRAVERSE INDOOR AND OUTDOOR TERRAIN EACH	ROLATAPE	32-300RP	6	Each	82.34	\$ 494.04	Item # PSMW38 APX
35	PVC/ABS SAW, 22-1/2 IN L, 18 IN BLADE 6 PER BOX	MILWAUKEE	48-22-0223	12	Each	31.69	\$ 380.28	
36	34" WHEELER HAND-HELD MARKING W/AND EACH	KRYLON	KRY07096	12	Each	38.69	\$ 464.28	Item # 7096 DC
37	3/4"-6X6", THREADED ROD, STEEL, LOW CARBON, ZINC PLATED, 5 PER PACK	PROSOUTH FASTENERS	STDG22P3486	25	Pack	15.32	\$ 383.00	Item # 813-1406 Balkamp
38	GARDEN HOE WITH 54" WOOD HANDLE EACH	RAZOR-BACK	71113GR	6	Each	10.12	\$ 60.72	Item # 42441 Balkamp
39	90 FT GRADE 30 STRAIGHT CHAIN, 5/16" TRADE SIZE, 1900 LB WORKING LOAD LIMIT, FOR LIFTING, NO 90 FT PER BUCKET	DAYTON	10JU3	2	Bucket	2.83	\$ 509.40	Item # 5411335 SCC
40	BLUE MARKING FLAG, 4" FLAG HEIGHT, SOLID PATTERN, BLANK 100 PER PACK	PRESKO PRODUCTS CO	4521B-188	20	Pack	11.75	\$ 235.00	
41	GREEN MARKING FLAG, 4" FLAG HEIGHT, SOLID PATTERN, BLANK 100 PER PACK	PRESKO PRODUCTS CO	4521G-188	10	Pack	11.75	\$ 117.50	
42	WHITE MARKING FLAG, 4" FLAG HEIGHT, SOLID PATTERN, BLANK 100 PER PACK	PRESKO PRODUCTS CO	4521W-188	10	Pack	11.75	\$ 117.50	
43	Percentage Markup Over Bidder's Cost (Distributor invoices may be requested for verification)				%	25 %		
TOTAL	43					\$685.83	\$ 22,850.66	