



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

AGREEMENT FOR
SOLICITATION NO. 2019-025
FOR POMPEY PARK BASEBALL FIELD MAINTENANCE

STO LANDSCAPE SERVICES, INC.

PURCHASE 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 STO Landscape Services, Inc., a corporation (hereafter referred to as "Contractor"), whose address is 9819 US Highway 441, Boynton Beach, FL 33472.

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. 2019-025, 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. 2019-025, 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
- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

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

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Neal de Jesus, Interim City Manager

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

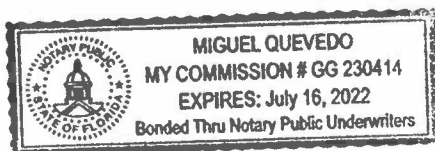


CONTRACTOR

By: STO Landscape Services, Inc.
Keely Haverland
Printed Name: Keely Haverland
Title: CFO

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27TH day of MARCH, 2019, by KEELY HAVERLAND, as CFO (name of officer or agent, title of officer or agent), of STO LANDSCAPE SERVICES (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 _____ (type of identification) as identification



Miguel Quevedo
Notary Public – State of Florida

iii. As to the Contractor: STO Landscape Services, Inc.
9819 US Highway 441
Boynton Beach, FL 33472
Attn.: Keely Haverland, Chief Financial Officer
Email: keely@stolandscape.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 term of this Agreement shall be for three (3) years with two (2) additional one-year options, unless terminated earlier in accordance with terms set forth in the ITB.

(Remainder of this page is intentionally left blank.)

Exhibit A

STO LANDSCAPE SERVICES, INC.						
Item #	Item	Qty	Unit	Price	Total	Notes
ITB 2019-025--01-01	Baseball Field Maintenance	12	month	\$ 3,180.00	\$ 38,160.00	\$3180.00 Per Month
ITB 2019-025--01-03	Infield Repairs	1	hour	\$ 200.00	\$ 200.00	
ITB 2019-025--01-04	Laser Grading of Infields	1	hour	\$ 200.00	\$ 200.00	
ITB 2019-025--01-05	Lip Repair of Infields	1	hour	\$ 200.00	\$ 200.00	
ITB 2019-025--01-06	Clay	1	yard	\$ 75.00	\$ 75.00	
ITB 2019-025--01-07	Clay	1	ton	\$ 75.00	\$ 75.00	
ITB 2019-025--01-08	Sod Removal	1	job	\$ 0.90	\$ 0.90	\$0.90 Per Square Foot
						\$0.90 Per Square Foot. ***If
						removal and replacement is done
						at the same time the total for
						removal and replacement is \$0.90
ITB 2019-025--01-09	Sod Installation	1	job	\$ 0.90	\$ 0.90	per square foot.
						This price is for sand only (4 loads
						@ \$820.00 each). Labor and
						equipment is included in annual
						contract for this service. City may
ITB 2019-025--01-10	Top Dress Sand	1	job	\$ 3,280.00	\$ 3,280.00	provide sand if they choose.
	Chemical Applications to be					
ITB 2019-025--01-11	Applied by	1	project	0	0	
					\$ 42,191.80	