

LANDSCAPE SERVICES AGREEMENT

THIS LANDSCAPE SERVICES AGREEMENT, entered into this 20th day of October, 2016, by and between the CITY OF CLEARWATER, a Florida municipal corporation, hereinafter referred to as "City", P.O. Box 4748, Clearwater, Florida 33758 and Botanical Dimensions Inc, a corporation, hereinafter referred to as "BD", PO Box 13257, Tampa, FL 33681.

WHEREAS, the City requires landscaping services on 576 parcels of land/property segmented into six (6) Zones;

and

WHEREAS, BD agrees to provide landscaping services as described in Invitation to Bid (ITB) #29-16, Landscaping Services, for Zone 6 - Southwest;

NOW THEREFORE, in consideration of the promises stated herein, the City and BD mutually agree as follows:

1. SCOPE OF PROJECT.

BD agrees to provide Landscaping Services for Zone 6 - Southwest per the Detailed Specifications and Terms and Conditions set forth in Invitation to Bid Number 29-16, Landscaping Services, and BD's Invitation to Bid (ITB) response dated August 10, 2016.

2. TIME OF PERFORMANCE.

The initial Contract Term shall commence on November 1, 2016 and end September 30, 2017. Per the ITB, two (2), one (1) year renewal terms are available, subject to the City's discretion.

3. COMPENSATION.

The City will pay BD a sum not to exceed \$54,351.00 as described in BD's ITB response dated August 10, 2016 - **Zone Fee Schedule**. The City may, from time to time, require changes in the scope of Landscaping Services to be performed hereunder. Such changes, including any increase or decrease in the amount of BD's compensation and changes in the terms of this Contract which are mutually agreed upon by and between City and BD shall be effective when memorialized in writing, approved/accepted by both parties.

4. METHOD OF PAYMENT.

BD's invoices shall be submitted to the City for approval for payment on a Net 30 basis. The City agrees to pay after approval under the terms of the Florida Prompt Payment Act F.S. 218.70.

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation of the City's budget.

5. NOTICES AND CHANGES OF ADDRESS.

Any notice required or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

Botanical Dimensions Inc
Henry Tastet Jr., President
PO Box 13257
Tampa FL 33681
813-831-6689

City of Clearwater
Alexis Wells, Landscape Manager
PO Box 4748
Clearwater FL 33758
727-462-6139

6. TERMINATION OF CONTRACT.

Termination by the City is pursuant to ITB No. 29-16 Terms and Conditions.

7. INDEMNIFICATION AND INSURANCE.

BD agrees to comply with all terms, provisions, and requirements contained in ITB No. 29-16, made a part hereof as if said document were fully set forth at length herein.

8. PROPRIETARY MATERIALS.

Not applicable to contract.

9. INTERESTS OF PARTIES.

BD covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance and/or provision of services required under the terms and conditions of this Contract.

10. CONFORMANCE WITH LAWS.

BD agrees to comply with all applicable federal, state and local laws during the life of this Contract.

11. ATTORNEY FEES.

In the event that either party seeks to enforce this Contract through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

12. GOVERNING LAW AND VENUE.

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
the date set forth above.

Countersigned:

CITY OF CLEARWATER, FLORIDA
By:

George N. Cretekos
Mayor

William B. Horne II
City Manager

Approved as to form:

Attest:

Matthew Smith
Assistant City Attorney

Rosemarie Call
City Clerk

Attest:

Botanical Dimensions Inc.

Print Name: _____

Secretary

By: 

Print Name: Henry Tostet Jr.

Title: President