

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 Duval Landscape Maintenance, LLC, a corporation, hereinafter referred to as "Duval", 4501 Ulmerton Rd, Ste 7, Clearwater, FL 33762.

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

and

WHEREAS, Duval agrees to provide landscaping services as described in Invitation to Bid (ITB) #29-16, Landscaping Services, for Zone 3 - Downtown;

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

1. SCOPE OF PROJECT.

Duval agrees to provide Landscaping Services for Zone 3 – Downtown per the Detailed Specifications and Terms and Conditions set forth in Invitation to Bid Number 29-16, Landscaping Services, and Duval'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 Duval a sum not to exceed \$37,116.00 as described in Duval's ITB response dated August 10, 2016 - **Zone Fee Schedule**. The City may, from time to time, require changes in the scope of the Landscape Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Duval's compensation and changes in the terms of this Contract which are mutually agreed upon by and between City and Duval shall be effective when memorialized in writing, approved/accepted by both parties.

4. **METHOD OF PAYMENT.**

Duval'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.

Duval Landscape Maintenance LLC
Mark Bodkin, VP Sales & Marketing
4501 Ulmerton Rd, Ste 7
Clearwater FL 33762
727-202-8975

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.

Duval 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.

Duval 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.

Duval 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:

George N. Cretekos
Mayor

Approved as to form:

Matthew Smith
Assistant City Attorney

Attest:

Print Name:

Secretary

CITY OF CLEARWATER, FLORIDA
By:

William B. Horne II
City Manager

Attest:

Rosemarie Call
City Clerk

Duval Landscape Maintenance, LLC

By:

Print Name:

Title:

Mark A. Bodkin
Mark A. Bodkin
Vice President Sales/Marketing