

## AGREEMENT

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and Austin Tupler Trucking, Inc., a Corporation, (hereafter referred to as “Contractor”), whose address is 6570 SW 47<sup>th</sup> Ct, Davie, FL 33314.

WHEREAS, the City of Delray Beach (“City”) is authorized to enter into agreements to provide services, programming, and products in accordance with its Charter; and

WHEREAS, the City desires to purchase asphalt and non-asphalt road construction materials; and

WHEREAS, the City is a member of the Southeast Florida Governmental Purchasing Cooperative, a Cooperative formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items for its approximately 45 government entity members; and

WHEREAS, the City, operating as the lead agency for the benefit of the City and the Members of the Southeast Florida Governmental Purchasing Cooperative Group, issued Solicitation ITB2026-018 for purchase of road construction materials; and

WHEREAS, the City desires to retain the services of the Contractor to provide asphalt and non-asphalt road construction materials in accordance with the City’s Invitation to Bid No. ITB2026-018, 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. 2026-018, 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 purchase of road construction materials pursuant to 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 as Exhibit A, 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. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Manager
- ii. with a copy to: City of Delray Beach  
200 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney
- iii. As to the Contractor: Austin Tupler Trucking, Inc.  
6570 SW 47<sup>th</sup> Ct  
Davie, Florida 33314  
Attn: Glen Tupler  
Email: tupler@tuplertrucking.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. E-VERIFY

By entering into this Agreement, Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for

a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

#### ARTICLE 6. DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

#### ARTICLE 7. SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Agreement if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

a. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.

b. Contractor shall notify the City if, at any time during the term of this Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

c. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.

d. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.

#### ARTICLE 8. CONVICTED VENDOR LIST

By its execution of this Agreement, Contractor acknowledges that it has been informed by City of, and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

#### ARTICLE 9. COMPLIANCE WITH ALL APPLICABLE LAW

The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

#### ARTICLE 10. DISCLOSURE OF INTERESTS OF COUNTRY OF FOREIGN CONCERN

Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286 .101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

#### ARTICLE 11. FOREIGN COUNTRY OF CONCERN AND PERSONAL IDENTIFYING INFORMATION

Section 287.138, Florida Statutes, prohibits the City from entering into a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its Work Order, Contractor shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of concern, which is included in Attachment 2. The City reserves the right to terminate any agreement in which a CONTRACTOR provides a false certification or otherwise violates Section 287.138, Florida Statutes.

ARTICLE 12. COMPLIANCE WITH FLORIDA STATUTE §787.06(13)

Contractor has fully complied with Florida Statute §787.06(13) by providing an affidavit to the City signed by an officer or representative of Contractor under penalty of perjury that Contractor does not use coercion for labor or services as defined in that statute.

ARTICLE 13. CONTRACT TERM

The term of this Agreement shall remain in effect for a term of three (3) years and may be renewed for (2) two additional (1) one-year period(s), unless terminated earlier in accordance with terms set forth in the ITB.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

\_\_\_\_\_  
Alexis Givings, City Clerk

By: \_\_\_\_\_  
Thomas F. Carney, Jr. Mayor

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney

CONTRACTOR

By: \_\_\_\_\_

Print Name: GLEN TUPLER

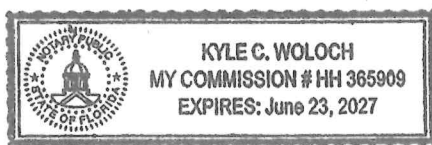
Title: President

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1st day of April, 2026 by Glen Tupler (name of person), as President (type of authority) for Austin Tupler (name of party on behalf of whom instrument was executed). Trucking, Inc.

Personally known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_



\_\_\_\_\_  
Notary Public - State of Florida

**EXHIBIT "A"**  
**PRICING SCHEDULE**

CITY OF DELRAY BEACH

<b>GROUP A: ROAD MATERIALS-ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Type II Asphalt	50	tons	\$ <u>134.60</u>	\$ <u>6,730.00</u>
2	Type III Asphalt	300	tons	\$ <u>134.60</u>	\$ <u>40,380.00</u>
3	Cold Patch Asphalt	120	tons	\$ <u>180.00</u>	\$ <u>21,600.00</u>
4	Tac Oil, RC#70	500	gals	\$ <u>0.00</u>	\$ <u>No Bid</u>
5	Permanent Cold Patch, 55 lb. pail	100	pails	\$ <u>0.00</u>	\$ <u>No Bid</u>
6	60 lb. bag of Ready Concrete Mix	550	bags	\$ <u>0.00</u>	\$ <u>No Bid</u>
<b>TOTAL GROUP A</b>					\$ <u>68,710.00</u>
<b>GROUP B: ROAD MATERIALS NON-ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Crushed Coarse Lime Rock	250	tons	\$ <u>39.40</u>	\$ <u>9,580.00</u>
2	Drainfield Rock ¾"	100	tons	\$ <u>42.65</u>	\$ <u>4,265.00</u>
3	Best Mason Sand	100	tons	\$ <u>50.00</u>	\$ <u>5,000.00</u>
4	Clean Fill Dirt	500	yards	\$ <u>16.00</u>	\$ <u>8,000.00</u>
5	Precast Car Bumpers w/pins	200	each	\$ <u>111.00</u>	\$ <u>22,200.00</u>
6	DOT Crush Rock-noncertified	100	tons	\$ <u>39.40</u>	\$ <u>3,940.00</u>
7	#57 Rock	300	tons	\$ <u>42.65</u>	\$ <u>12,795.00</u>

8	Concrete, 300 pump mix with fiber	500	cubic yards	\$ <u>0.00</u>	\$ <u>No Bid</u>
9	Stabilizer Rock	100	tons	\$ <u>44.65</u>	\$ <u>4,465.00</u>
10	Compactable Fill Sand	100	yards	\$ <u>25.90</u>	\$ <u>2,590.00</u>
11	Code 01 Lime Rock	1,200	tons	\$ <u>40.90</u>	\$ <u>49,080.00</u>
12	#4 Ballast Rock	100	tons	\$ <u>42.65</u>	\$ <u>4,265.00</u>
13	#5 Ballast Rock	100	tons	\$ <u>44.15</u>	\$ <u>4,415.00</u>
<b>TOTAL GROUP B</b>					
<b>TOTAL GROUP A + GROUP B</b>					\$ <u>130,865.00</u>

TOTAL ESTIMATED BID PRICE \$ 199.575.00

**CITY OF MARGATE**

<b>GROUP A: ROAD MATERIALS-ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Type II Asphalt	0	tons	\$ 0.00	\$ No Bid
2	Type III Asphalt	0	tons	\$ 0.00	\$ No Bid
3	Cold Patch Asphalt	180	Bags	\$ 0.00	\$ No Bid
4	Tac Oil, RC#70	5	gals	\$ 0.00	\$ No Bid
5	Permanent Cold Patch, 55 lb. pail	0	pails	\$ 0.00	\$ No Bid
6	50 lb. bag of Ready Concrete Mix	50	bags	\$ 0.00	\$ No Bid
<b>TOTAL GROUP A</b>					\$ 0.00
<b>GROUP B- ROAD MATERIALS NON-ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Crushed Coarse Lime Rock	20	Cu yds	\$ 37.20	\$ 744.00
2	Drainfield Rock 3/4"	0	tons	\$ 0.00	\$ No Bid
3	Best Mason Sand	0	tons	\$ 0.00	\$ No Bid
4	Clean Fill Dirt	0	yards	\$ 0.00	\$ No Bid
5	Precast Car Bumpers w/pins	10	each	\$ 160.00	\$ 1,600.00
6	DOT Crush Rock-noncertified	0	tons	\$ 0.00	\$ No Bid
7	#57 Rock	40	Cu yds	\$ 40.70	\$ 1,628.00
8	Concrete, 300 pump mix with fiber	0	cubic yards	\$ 0.00	\$ No Bid
9	Stabilizer Rock	0	tons	\$ 0.00	\$ No Bid
10	Compactable Fill Sand	60	Cu yds	\$ 15.00	\$ 900.00
11	Code 01 Lime Rock	0	tons	\$ 0.00	\$ No Bid
12	#4 Ballast Rock	0	tons	\$ 0.00	\$ No Bid
13	#5 Ballast Rock	0	tons	\$ 0.00	\$ No Bid
<b>TOTAL GROUP B</b>					\$ 4,872.00
<b>TOTAL GROUP A + GROUP B</b>					\$

TOTAL ESTIMATED BID PRICE \$ 4,872.00

TOWN OF DAVIE

GROUP A: ROAD MATERIALS-ASPHALTS					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Type II Asphalt	0	tons	\$ 0.00	\$ No Bid
2	Type III Asphalt	0	tons	\$ 0.00	\$ No Bid
3	Cold Patch Asphalt	1,200	Bags	\$ 0.00	\$ No Bid
4	Tac Oil, RC#70	55	gals	\$ 0.00	\$ No Bid
5	Permanent Cold Patch, 55 lb. pail	0	pails	\$ 0.00	\$ No Bid
6	60 lb. bag of Ready Concrete Mix	840	bags	\$ 0.00	\$ No Bid
<b>TOTAL GROUP A</b>				\$ 0.00	\$ 0.00
GROUP B- ROAD MATERIALS NON-ASPHALTS					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Crushed Coarse Lime Rock	610	tons	\$ 35.30	\$ 21,533.00
2	Drainfield Rock 1/2"	600	tons	\$ 40.05	\$ 24,030.00
3	Best Mason Sand	320	tons	\$ 43.50	\$ 13,920.00
4	Clean Fill Dirt	0	yards	\$ 0.00	\$ No Bid
5	Precast Car Bumpers w/pins	0	each	\$ 0.00	\$ No Bid
6	DOT Crush Rock-noncertified	0	tons	\$ 0.00	\$ No Bid
7	#57 Rock	220	tons	\$ 38.80	\$ 8,536.00
8	Concrete, 300 pump mix with fiber	0	cubic yards	\$ 0.00	\$ No Bid
9	Stabilizer Rock	0	tons	\$ 0.00	\$ No Bid
10	Compactable Fill Sand	0	Cu yds	\$ 0.00	\$ No Bid
11	Code 01 Lime Rock	0	tons	\$ 0.00	\$ No Bid
12	#4 Ballast Rock	0	tons	\$ 0.00	\$ No Bid
13	#5 Ballast Rock	0	tons	\$ 0.00	\$ No Bid
<b>TOTAL GROUP B</b>					\$ 68,019.00
<b>TOTAL GROUP A + GROUP B</b>					\$ 68,019.00

TOTAL ESTIMATED BID PRICE \$ 68,019.00

**MIAMI SHORES VILLAGE**

<b>GROUP A: ROAD MATERIALS-ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Type II Asphalt	50,000	tons	\$ 0.00	\$ No Bid
2	Type III Asphalt	10,000	tons	\$ 0.00	\$ No Bid
3	Cold Patch Asphalt	5,000	tons	\$ 187.75	\$ 938,750.00
4	Tac Oil, RC#7D	0		\$ 0.00	\$ No Bid
5	Permanent Cold Patch, 55 lb. pail	0		\$ 0.00	\$ No Bid
6	60 lb. bag of Ready Concrete Mix	1,000		\$ 0.00	\$ No Bid
<b>TOTAL GROUP A</b>					\$ 938,750.00
<b>GROUP B- ROAD MATERIALS NON-ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Crushed Coarse Lime Rock	100	yds	\$ 53.90	\$ 5,380.00
2	Drainfield Rock 3/4"	0	tons	\$ 0.00	\$ No Bid
3	Best Mason Sand	0	tons	\$ 0.00	\$ No Bid
4	Clean Fill Dirt	100	yds	\$ 15.00	\$ 1,500.00
5	Precast Car Bumpers w/pins	150	yds	\$ 113.00	\$ 16,950.00
6	DOT Crush Rock-noncertified	0	tons	\$ 0.00	\$ No Bid
7	#57 Rock	100	yds	\$ 56.90	\$ 5,690.00
8	Concrete, 300 pump mix with fiber	0	cubic yards	\$ 0.00	\$ No Bid
9	Stabilizer Rock	0	tons	\$ 0.00	\$ No Bid
10	Compactable Fill Sand	0	tons	\$ 0.00	\$ No Bid
11	Code 01 Lime Rock	0	tons	\$ 0.00	\$ No Bid
12	#4 Ballast Rock	0	tons	\$ 0.00	\$ No Bid
13	#5 Ballast Rock	0	tons	\$ 0.00	\$ No Bid
<b>TOTAL GROUP B</b>					\$ 29,530.00
<b>TOTAL GROUP A + GROUP B</b>					\$ 968,280.00

TOTAL ESTIMATED BID PRICE \$ 968,280.00

**CITY OF SUNRISE**

<b>GROUP A: ROAD MATERIALS-ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Type II Asphalt	0	tons	\$ 0.00	\$ No Bid
2	Type III Asphalt	0	tons	\$ 0.00	\$ No Bid
3	Cold Patch Asphalt	0	tons	\$ 0.00	\$ No Bid
4	Tac Oil, RC#70	900	Gallons	\$ 0.00	\$ No Bid
5	Permanent Cold Patch, 55 lb. pail	400	55 lbs bags	\$ 0.00	\$ No Bid
6	60 lb. bag of Ready Concrete Mix	400	60 lbs bags	\$ 0.00	\$ No Bid
<b>TOTAL GROUP A</b>					\$ 0.00
<b>GROUP B- ROAD MATERIALS NON-ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Crushed Coarse Lime Rock	900	tons	\$ 35.30	\$ 31,770.00
2	Drainfield Rock 1/2"	200	tons	\$ 40.05	\$ 8,010.00
3	Best Mason Sand	50	tons	\$ 43.75	\$ 2,187.50
4	Clean Fill Dirt	75	tons	\$ 0.00	\$ No Bid
5	Precast Car Bumpers w/pins	0	yds	\$ 0.00	\$ No Bid
6	DOT Crush Rock- noncertified	0	tons	\$ 0.00	\$ No Bid
7	#57 Rock	300	tons	\$ 38.80	\$ 11,640.00
8	Concrete, 300 pump mix with fiber	0	tons	\$ 0.00	\$ No Bid
9	Stabilizer Rock	200	tons	\$ 0.00	\$ No Bid
10	Compactable Fill Sand	0	tons	\$ 0.00	\$ No Bid
11	Code 01 Lime Rock	0	tons	\$ 0.00	\$ No Bid
12	#4 Ballast Rock	0	tons	\$ 0.00	\$ No Bid
13	#5 Ballast Rock	0	tons	\$ 0.00	\$ No Bid
<b>TOTAL GROUP B</b>					\$ 53,607.50
<b>TOTAL GROUP A + GROUP B</b>					\$ 53,607.50

TOTAL ESTIMATED BID PRICE \$ 53,607.50

END OF SECTION 5