

## 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. 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and R & D Paving, LLC, a Florida corporation (hereafter referred to as "Contractor"), whose address is 400 Executive Center Drive, Suite 210, West Palm Beach, Florida 33401.

WHEREAS, the City desires to the Contractor to provide the services in accordance with the City's Invitation to Bid Construction No. 2018-025, 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 CONSTRUCTION

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 Construction No. 2018-025 and the Contractor's response to the Invitation to Bid Construction, 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 Construction, 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 Construction.

### 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  
Email: LauzierM@mydelraybeach.com

- ii. with a copy to: City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney  
Email: LohmanM@mydelraybeach.com
- iii. As to the Contractor: R & D Paving, LLC  
400 Executive Center Drive, Suite 210  
West Palm Beach, Florida 33401  
Attn: Nancy G. Rosso, Managing Member  
Email: Office@RandDPaving.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 from the effective date through the completion of work and full acceptance by the City, unless terminated earlier in accordance with terms set forth in the ITBC.

(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: \_\_\_\_\_  
Mark R. Lauzier, City Manager

ATTEST:

By: \_\_\_\_\_  
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

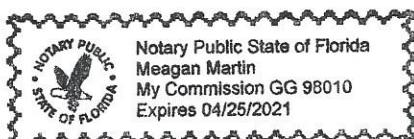
By: \_\_\_\_\_  
R. Max Lohman, City Attorney

CONTRACTOR

By: Nancy G. Rosso  
Nancy G. Rosso  
Printed Name  
managing member  
Title

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 20 day of April, 2018, by Nancy G. Rosso, as managing member (name of officer or agent, title of officer or agent), of R & D Paving LLC (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.



meagan martin  
Notary Public – State of Florida

Pricing Schedule to 2018-025 Agreement

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	R & D Paving, LLC	
1	Mobilization and Demobilization	lump sum	1	\$ 26,300.00	\$ 26,300.00
2	Maintenance of Traffic (FDOT Permit Requirements)	lump sum	1	\$ 22,500.00	\$ 22,500.00
3	As-Built Record Drawings	lump sum	1	\$ 1,100.00	\$ 1,100.00
4	Indemnification	lump sum	1	\$ 10.00	\$ 10.00
5	General Conditions	lump sum	1	\$ 750.00	\$ 750.00
6	Bonds and Insurance	lump sum	1	\$ 5,575.00	\$ 5,575.00
7	NPDES/Erosion Control	lump sum	1	\$ 300.00	\$ 300.00
8	Project Identification Sign	each	1	\$ 1,000.00	\$ 1,000.00
9	Clearing and Grubbing	lump sum	1	\$ 18,750.00	\$ 18,750.00
10	4" Edge Drain (Subdrainage System)	linear foot	200	\$ 28.00	\$ 5,600.00
11	Milling and Resurfacing	square yard	300	\$ 38.95	\$ 11,685.00
12	12" Stabilized Subgrade	square yard	850	\$ 52.00	\$ 44,200.00
13	Type F Curb (Concrete Curb and Headers)	linear foot	125	\$ 45.50	\$ 5,687.50
14	Architectural Pavers	square yard	90	\$ 112.35	\$ 10,111.50
15	Detectable Warning	square yard	90	\$ 38.50	\$ 3,465.00
16	Stamped Pattern Concrete Pavement	square yard	850	\$ 100.65	\$ 85,552.50
17	4" Dense graded asphalt mix	square yard	850	\$ 32.75	\$ 27,837.50
18	Sediment Barrier ( Silt Fence ) and inlet protection	linear foot	750	\$ 2.00	\$ 1,500.00
19	6" W/R, Y/Y RPMS	each	20	\$ 6.60	\$ 132.00
20	Painted Pavement Markings, Standard 6" White	linear foot	900	\$ 0.44	\$ 396.00
21	Painted Pavement Markings, Standard 6" Double Yellow	linear foot	150	\$ 0.88	\$ 132.00
22	Thermoplastic, White, Solid, 12"	linear foot	600	\$ 11.00	\$ 6,600.00
23	Thermoplastic, White, Solid, 24"	linear foot	500	\$ 6.35	\$ 3,175.00
24	Landscape Allowance	lump sum	1	\$ 10,000.00	\$ 10,000.00
25	Professional Video Allowance	lump sum	1	\$ 2,000.00	\$ 2,000.00
26	Unforeseen Conditions Allowance	lump sum	1	\$ 35,000.00	\$ 35,000.00
	<b>TOTAL BID AMOUNT</b>				<b>\$ 329,359.00</b>