

AGREEMENT

THIS AGREEMENT is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as “City”), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444 and CJ Contracting, LLC (hereinafter referred to as “Contractor”), a Florida corporation, whose address is 11924 Forest Hill Blvd, Suite 10A-267, Wellington, Florida, 33414, this ____ day of _____, 20__.

WHEREAS, the City desires to procure roof maintenance and repair services in accordance with the City’s Invitation to Bid No. 2022-021; 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: herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

ARTICLE 1. INCORPORATION OF PROPOSALS

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. 2022-021 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF SCOPE OF SERVICES

The Contractor shall perform professional services similar to those identified in the scope of services accompanying the City's solicitation, which is specifically incorporated herein by reference and further detailed in Exhibit A. The exact scope/requirements may vary each year, so prior to work commencement, the Contractor shall provide a detailed proposal outlining the services to be provided.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Fee Schedule attached hereto and incorporated herein as Exhibit B, according to the terms and specifications of the referenced solicitation.

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:

For CITY:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

For CONTRACTOR:

CJ Contracting Services, LLC
11924 Forest Hill Blvd
Suite 10A-267
Wellington, Florida, 33414
Attn: Carl Fleury, Manager
Cjcontracting9@aol.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

The term of this Agreement shall be three years and may be renewed for two additional one-year periods, unless terminated earlier in accordance with terms set forth in the solicitation.

ARTICLE 6. E-VERIFY REQUIREMENTS

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.

[REMAINDER OF PAGE 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

Katerri Johnson, City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

CJ CONTRACTING, LLC

By: _____

Print Name: Carl Fleury

Title: President

(SEAL)

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of MAY, 2022, by Carl Fleury (name of person), as owner (type of authority) for CJ Contracting, LLC (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____

Larry T. Shelton
Notary Public – State of FL

