# 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, Pro-Global Pressure Cleaning Service by Jackie, Inc. a corporation (hereafter referred to as "Contractor"), whose address is 3528 N.W. 33<sup>rd</sup> Court, Lauderdale Lakes, FL 33309,

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Invitation to Bid 2019-017, Pressure Cleaning 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 THIS QUOTE

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 2019-017, Pressure Cleaning, 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 the goods and/or perform those services identified in 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, according to the terms and specifications of the referenced Invitation to Bid.

# ARTICLE 4. MISCELLANEOUS PROVISIONS

a. <u>Notice Format</u>. 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:
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:

 iii. As to the Contractor: Pro-Global Pressure Cleaning Service by Jackie 3528 N.W. 33<sup>rd</sup> court Lauderdale Lakes, Fl.33309 Attn: Henry LaFavors Email: <u>henrylafavors9488@gmail.com</u>

b. <u>Headings</u>. 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. <u>Effective Date</u>. 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 commence from the effective date and shall remain in effect for a term of one (1) year expiring on the \_\_\_\_\_ day of \_\_\_\_\_, 2020. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one (1) year terms, unless terminated earlier in accordance with terms set forth in the ITB.

(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

Ву: \_\_\_\_

Mayor Shelly Petrolia

ATTEST:

[SEAL]

By: \_\_\_\_

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Katerri Johnson, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_

**City Attorney** 

CONT	RACTOR Cabo Ress 1
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Print	Vame: MANKY CALINES
Title:	MARE
WITNESS:	
By: MROdugie 2	MARISARODRIGUEZ
Print Name: Marisa Rodriguez	Commission # GG 012227 Expires November 15, 2020 Bonded Thru Troy Fain Insurance 800-385-7019