

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. 1st Avenue, Delray Beach, Florida 33444, and Austin Tupler Trucking, Inc., a Florida corporation (hereafter referred to as "Contractor"), whose address is 6570 S.W. 47th Court, Davie, Florida 33314.

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 No. 2018-038, 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. 2018-038, 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. 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. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager
- ii. With a copy to:
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

iii. As to the Contractor: Austin Tupler Trucking, Inc.
6570 S.W. 47th Court
Davie, Florida 33314
Attn: Glen Tupler, President

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 Agreement term shall commence upon the date of the duly executed Agreement, and shall remain in effect for two years, unless terminated earlier or renewed in accordance with terms set forth in the ITB. Upon mutual agreement of City and Contractor, this Agreement may be renewed for up to an additional three years.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

[SEAL]

CITY OF DELRAY BEACH, FLORIDA

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

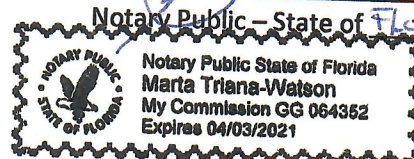
CONTRACTOR

[SEAL]

By: _____
Glen Tupler
Printed Name
PRESIDENT
Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24TH day of MAY, 2018, by Glen Tupler, as PRESIDENT (name of officer or agent, title of officer or agent), of AUSTIN TUPLER TRK INC (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.



Pricing Schedule

City of Delray Beach
 ITB No. 2018-038
 Road Construction Materials
 Exhibit A to Resolution No. xx-xx

	Item	Unit	Pick-up Unit Price		Delivered Unit Price
1	Crushed Coarse Lime rock	tons	\$ 9.75		\$ 18.75
2	Pit Run Shell Rock	tons	\$ 9.50		\$ 21.50
3	Drainfield Rock 3/4"	tons	\$ 16.55		\$ 24.20
4	Best Mason Sand	tons	\$ 15.00		\$ 35.00
5	Clean Fill Dirt	yards	\$ 8.25		\$ 19.75
6	Precast Car Bumpers w/pins	each	No Bid		No Bid
7	Crushed Recycled Concrete	cubic yards	\$ 15.00		\$ 23.00
8	DOT Crush Rock - non certified	tons	\$ 9.75		\$ 18.75
9	#57 Rock	tons	\$ 16.55		\$ 24.20
10	Concrete, 300 pump mix with fiber	cubic yards	No Bid		No Bid
11	Stabilizer Rock	tons	\$ 7.15		\$ 15.65
12	Compactable Fill Sand	yards	\$ 8.25		\$ 19.75
13	Code 01 Lime Rock (double crushed)	tons	\$ 11.25		\$ 20.25
14	#4 Ballast Rock	tons	\$ 16.55		\$ 24.20
15	#5 Ballast Rock	tons	\$ 16.55		\$ 24.20