

## 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 Rosso Site Development, Inc., a Florida corporation (hereafter referred to as "Contractor"), whose address is 1302 S J Street, Lake Worth, Florida 33460.

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 Construction No. 2019-027, 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. 2019-027, and the Contractor's response to the Invitation to Bid Construction, including all documentation required thereunder, attached hereto and incorporated herein as Exhibit "A".

### 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 as Exhibit "B", 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

- ii. with a copy to: City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney
- iii. As to the Contractor: Rosso Site Development, Inc.  
1302 S J Street  
Lake Worth, Florida 33460  
Attn: Joseph A. Rosso III, Vice 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 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.

#### ARTICLE 6. FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) REQUIRED CLAUSES

In accordance with the Florida Department of Transportation (FDOT) Local Agency Program (LAP) checklist for construction contracts, the required FDOT clauses are attached hereto and incorporated herein as Exhibit C, "FDOT Required Clauses."

(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: \_\_\_\_\_  
Neal de Jesus, Interim City Manager

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Lynn Gelin, City Attorney

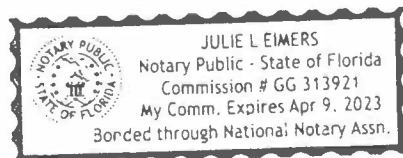
CONTRACTOR

[SEAL]

By: \_\_\_\_\_  
Blair Rosso Simpson  
Printed Name  
VP  
Title

STATE OF FL  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22nd day of May, 2019, by Blair Rosso Simpson, as VP (name of officer or agent, title of officer or agent), of ROSSO Site Development (name of corporation acknowledging), a FL (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.



Julie L. Eimers  
Notary Public – State of FL