

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 Intercounty Engineering, Inc., a Florida corporation (hereafter referred to as "Contractor"), whose address is 1925 NW 18 Street, Pompano Beach, Florida 33069.

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. 2020-005, 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. 2020-005, 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. 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: Intercounty Engineering, Inc.
1925 NW 18 Street
Pompano Beach, Florida 33069
Attn: Steven Polk, 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.

(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: _____
Shelly Petrolia, City Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

INTERCOUNTY ENGINEERING, INC.

[SEAL]

By: _____

Stephen Polk

Printed Name

Vice President

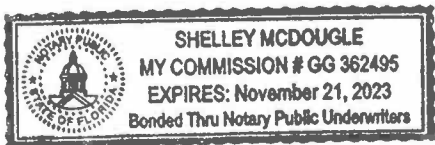
Title

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31 day of January, 2020, by Stephen Polk (name of person), as Vice President (type of authority) for Intercounty Eng., Inc. (name of party on behalf of whom instrument was executed).

Personally known X OR Produced Identification
Type of Identification Produced _____



Notary Public - State of Florida