

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 2021, (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 Construct Co, Inc., a Florida corporation (hereafter referred to as "Contractor"), whose address is 1510 East Colonial Drive, Suite 300, Orlando, Florida 32803.

WHEREAS, the City desires to retain the services of the Contractor to provide construction services for Seawall Replacement at Atlantic Dunes Park in accordance with the City's Invitation to Bid Construction No. 2021-004 and the Contractor's response thereto, both 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. 2021-004, and the Contractor's response to the Invitation to Bid Construction, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide construction services for Seawall Replacement at Atlantic Dunes Park 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, 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 st Avenue
Delray Beach, Florida 33444
Attn: City Manager |
| ii. | with a copy to: | City of Delray Beach
100 N.W. 1 st Avenue |

Delray Beach, Florida 33444
Attn: City Attorney

iii. As to the Contractor: Construct Co, Inc.
1510 East Colonial Drive
Suite 300
Orlando, FL 32803
Attn.: Basil Buchanan, 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

The 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. 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 this page is intentionally left blank.)

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Shelly Petrolia, Mayor

ATTEST:

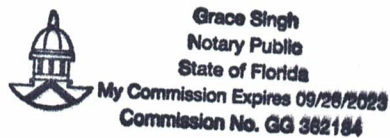
By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

CONSTRUCT CO, INC.

[SEAL]



By: _____

LINDSEY BUCHANAN
Printed Name

VICE PRESIDENT
Title

STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of January, 2021, by LINDSEY BUCHANAN (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known _____ OR Produced Identification
Type of Identification Produced FL DL

Grace Singh
Notary Public – State of Florida