

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 Ric-Man Construction, Inc., a Michigan corporation, (hereafter referred to as "Contractor"), authorized to do business in Florida, whose address is 38600 Van Dyke Avenue, Suite 100, Sterling Heights, Michigan 48312.

WHEREAS, the City desires to retain the Contractor to provide construction services for Osceola Park Neighborhood Improvements (Phase II) in accordance with the City's Invitation to Bid Construction No. 2021-025 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. 2021-025, 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 Osceola Park Neighborhood Improvements 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. 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: Ric-Man Construction, Inc.
38600 Van Dyke Avenue
Suite 100
Sterling Heights, MI 4831
Attn.: Steven M. Mancini, 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.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY: _____
Shelly Petrolia, Mayor

Approved as to form for legal sufficiency:

Lynn Gelin, City Attorney

[SEAL]

RIC-MAN CONSTRUCTION, INC.

By: _____

Steven Mancini

Printed Name

President

Title

STATE OF Michigan
COUNTY OF Macomb

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of March, 2021, by Steven Mancini (name of person), as President (type of authority) for Ric-Man Construction, 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 Michigan

MICHELE M. WILSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jun 14, 2023
ACTING IN COUNTY OF MACOMB