

AGREEMENT

THIS AGREEMENT is hereby made and entered into this 3 day of June, 2025, (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 **Waypoint Contracting, Inc.**, a Florida corporation (hereafter referred to as "Contractor"), whose address is 7925 NW 12 St, Suite 321, Doral, Florida 33126.

WHEREAS, the City desires to retain the services of the Contractor to provide general contractor services for minor construction projects in accordance with the City's Invitation to Bid No. 2025-028, 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. 2025-028, 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 general contractor services for minor construction projects as 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
200 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

iii. As to the Contractor: Waypoint Contracting, Inc.
7925 NW 12 St Ste 321
Doral, FL 33255
Attn.: Jorge Lopez
Email: info@waypointci.com

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. E-VERIFY

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.

ARTICLE 6. DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a

contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

ARTICLE 7. SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Agreement if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

- a. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.
- b. Contractor shall notify the City if, at any time during the term of this Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.
- c. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- d. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.

ARTICLE 8. CONVICTED VENDOR LIST

By its execution of this Agreement, Contractor acknowledges that it has been informed by City of, and is in compliance with, the terms of Section 287.133(2)(a) of the Florida Statutes which reads as follows:

- a. "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE 9. COMPLIANCE WITH ALL APPLICABLE LAW

The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 10. DISCLOSURE OF INTERESTS OF COUNTRY OF FOREIGN CONCERN

Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286 .101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

ARTICLE 11. COMPLIANCE WITH FLORIDA STATUTE §787.06(13)

Contractor has fully complied with Florida Statute §787.06(13) by providing an affidavit to the City signed by an officer or representative of Contractor under penalty of perjury that Contractor does not use coercion for labor or services as defined in that statute.

ARTICLE 12. CONTRACT TERM

The term of this Agreement shall remain in effect for a term of three (3) years and may be renewed for (2) two additional (1) one-year period(s), unless terminated earlier in accordance with terms set forth in the ITB.

[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:

Alexis Givings
Alexis Givings, City Clerk

CITY OF DELRAY BEACH

By: Thomas F. Carney, Jr.
Thomas F. Carney, Jr. Mayor

Approved as to form and legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney



CONTRACTOR

By: Jorge Lopez

Print Name: Jorge Lopez

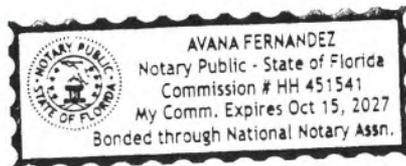
Title: President of Waypoint



STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of May, 2025 by Jorge Lopez (name of person), as President (type of authority) for Waypoint Contracting (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____



Avana Fernandez
Notary Public - State of Florida.

SECTION 5 PRICING SCHEDULE

5.1 PRICES AND RATES

Bids will be accepted through a secure mailbox at Bidnet Direct (<https://www.bidnetdirect.com/florida/cityofdelraybeach>) until the Deadline for Submission as indicated in this ITB. The City will only accept electronic bids for this ITB. Late Bids will not be accepted.

In addition to the "Place Offer" bid submission section, the Bidder shall indicate in the spaces provided, the firm and fixed prices and rates offered to the City for the goods and/or services described below.

GROUP 1 – LABOR HOURS						
Item	Description	Estimated Annual Hours		Hourly Rate		Estimated Annual Total
1	General Contractor	1,000	x	84.13	=	84,130
2	Foreman	1,000	x	57.00	=	57,000
3	Project Manager	1,000	x	68.25	=	68,250
4	Journeyman	3,000	x	42.85	=	128,550
5	Helper/Laborer	1,000	x	32.00	=	32,000
6	Certified Plumber	500	x	54.25	=	27,125
7	Certified HVAC	500	x	56.25	=	28,125
8	Certified Electrician	500	x	62.50	=	31,250
ESTIMATED ANNUAL TOTAL						456,430.00

GROUP 2 – MATERIALS & MARK-UP						
Item	Description	Estimated Annual Amount		Mark-up/Mark-down		Estimated Annual Total
1	Parts/Materials (actual cost + percentage of mark-up or mark-down on actual cost) <i>For example, if mark-up is 10%, the calculation should be \$50,000 + 10% = \$55,000</i> Percentage mark-up above contractors cost for parts and/or materials used during the performance of the work should not exceed 15%.	\$50,000	+	12%	=	56,000
ESTIMATED ANNUAL TOTAL						56,000

GROUP 3 – SPECIALTY EQUIPMENT RENTAL			Estimated Annual Total
Item	Description		
1	Specialty Equipment		\$10,000
ESTIMATED ANNUAL TOTAL			\$10,000
TOTAL ESTIMATED COST PER YEAR			
GROUP 1	+	GROUP 2	+
		GROUP 3	=
			\$522,430.00

TOTAL BID PRICE (Written Amount) Five Hundred Twenty Two Thousand Four Hundred Thirty Dollars

END OF SECTION 5

RESOLUTION NO. 99-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA APPROVING AN AGREEMENT WITH WAYPOINT CONTRACTING, INC. FOR THE CITY PURSUANT TO INVITATION TO BID 2025-028; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS AND/OR RENEWALS THERETO AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (“City”) is authorized to enter into agreements to provide services, programming, and products in accordance with its Charter; and

WHEREAS, the City requires general contractor services for minor construction projects; and

WHEREAS, the City desires to enter into an agreement with Waypoint Contracting, Inc. (“Contractor”) for general contractor services for minor construction projects pursuant to Invitation to Bid No. 2025-028 (the “Agreement”); and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

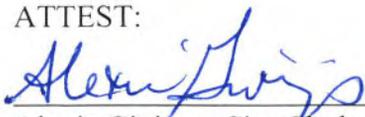
Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and Contractor, attached to this Resolution as Exhibit “A”.

Section 3. The City Commission authorizes the City Manager to execute any amendments and/or renewals and to take any action necessary to effectuate the intent of this Resolution.

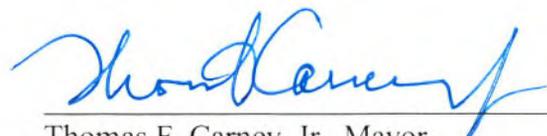
Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED in regular session on the 3 day of June, 2025.

ATTEST:

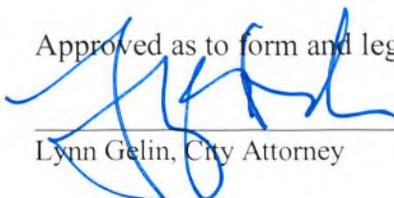


Alexis Givings, City Clerk



Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:



Lynn Gelin, City Attorney



CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement:

Department:

Contact person:

City Manager approval

City Commission approval

Reviewed by Purchasing

Agenda item #:

Agenda meeting date:

Resolution #:

Agreement Action:

New	Renewal*	Amendment*	*Renewal: Only change is the agreement term *Amendment: For changes other than/in addition to term
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Does the Contractor require the City to sign first?:

For City Attorney Use only:

Agreement Terms:

Comments/Specific Provision in Agreement

Term (Duration of Agreement)	
Termination Clause	
Renewal Clause	
Insurance	
Indemnification	
Assignment	
Fiscal Funding Requirement	
FL. Public Records Provision (2016)	
Inspector General Provision	
Governing Law	
Venue	
Attorney's fees	
E-verify	

Business Principles:

Comments

Fees: Total Value	
Fees: Per Fiscal Year	

Other Issues:

Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	
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Consistent with applicable policies including, but not limited to, Procurement policies. Yes

Attorney: _____

Reviewed and approved as to form and legal sufficiency only