

AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 202__, 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 Baxter & Woodman, an Illinois corporation authorized to do business in the State of Florida ("Consultant"), whose address is 1601 Forum Place, Suite 400, west Palm Beach, Florida 33401.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Qualifications No. 2024-039, and the Consultant'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 REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualifications No. 2024-039 and the Consultant's response thereto, including all documentation required thereunder, subject to the following revisions:

Request for Qualifications No. 2024-039

SECTION 2: SPECIAL TERMS AND CONDITIONS

2.7.5. PROFESSIONAL LIABILITY – With limits of not less than ~~One~~ Five Million Dollars ~~(\$1,000,000)~~ (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate.

2.7.6 EXCESS UMBRELLA COVERAGE – With limits of not less than Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate.

SECTION 6: PROPOSAL SUBMITTALS

6.1.J. Condition of Purchase

3. **INDEMNITY AND INSURANCE:** (a) Seller shall ~~defend~~, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death ~~arising out of~~ caused by Seller's (or its subcontractor's) ~~work or negligent performance of work hereunder and shall procure and maintain liability insurance, including contractual liability coverage, with minimum limits of~~

Owner's Representative for Historic Marine Way Seawall,
Roadway, Utility, and Drainage Improvements

~~\$300,000 combined single limits to be effective during period of warranty with such higher limits as Buyer shall reasonably request of Seller.~~ Seller shall, on or before delivery of the Articles purchased hereunder, furnish to Buyer a Certificate of Insurance evidencing the foregoing coverage and limits. (b) Seller shall defend, indemnify, and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder. (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents and employees from and against any and all damages, charges, losses, (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions, and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents and/or employees or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed.

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 solicitation, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced solicitation.

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 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager
- ii. with a copy to: City of Delray Beach
200 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

City of Delray Beach

RFQ No. 2024-039

Owner's Representative for Historic Marine Way Seawall,
Roadway, Utility, and Drainage Improvements

iii. As to the Contractor: Baxter & Woodman, Inc
1601 Forum Place, Suite 400
West Palm Beach, FL 33401
Attn.: Rebecca Travis

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 the terms set forth in Request for Qualifications No. 2024-039.

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City of Delray Beach
RFQ No. 2024-039

Owner's Representative for Historic Marine Way Seawall,
Roadway, Utility, and Drainage Improvements

IN WITNESS WHEREOF, the CITY and CONTRACTOR have caused this Agreement to be
executed the day and year shown above.

ATTEST:

CITY OF DELRAY BEACH

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

BAXTER & WOODMAN INC

By: _____

Print Name: Rebecca Travis

Title: Exec. Vice President



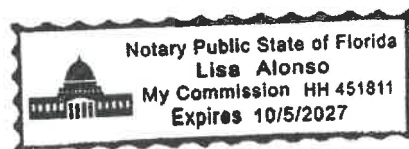
STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 2nd day of July, 2025 by
Rebecca Travis (name of person), as Exec Vice President (type of
authority) for Baxter & Woodman (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



BAXTER & WOODMAN, INC.
2025 HOURLY BILLING RATES FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Executive Vice President	\$275
Vice President	\$260
Engineer VII	\$252
Engineer VI	\$242
Engineer V	\$220
Engineer IV	\$205
Engineer III	\$180
Engineer II	\$160
Engineer I	\$138
Construction Manager II	\$210
Construction Manager I	\$180
Engineering Tech V	\$185
Engineering Tech IV	\$160
Engineering Tech III	\$145
Engineering Tech II	\$125
Engineering Tech I	\$100
Environmental Scientist III	\$155
Spatial Technology Professional V	\$200
Spatial Technology Professional IV	\$195
Spatial Technology Professional III	\$175
Spatial Technology Professional II	\$145
Spatial Technology I	\$130
CADD Tech III	\$155
CADD Tech II	\$135
CADD Tech I	\$100
Administrative Support I to V	\$100
Marketing Professional I to IV	\$150
Communication Specialist I to IV	\$150

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- Hourly rates for inspection services do not include any overtime.
 - Hourly Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week during regularly scheduled work hours.
 - The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.
 - Consulting fees for legal services will vary and subject to change based on services required.

Revised 2025

Exhibit B
BAXTER & WOODMAN, INC.
2025 DIRECT COSTS/EXPENSE ITEMS
FOR PROFESSIONAL SERVICES

ITEM	RATES
Personal Owned Vehicle Mileage	Reimbursed at the rate set by the US Internal Revenue Service
Company Owned/Leased Vehicles Usage	\$65.00 - \$80.00 per day
Company Owned/Leased Vehicles Usage	\$32.50 - \$40.00 per half day (minimum charge)
Traffic Counters	\$50 per day
	**\$300 per setup plus \$30/hour/intersection and \$85/hour
Miovision Traffic Data Collection System Flow	bikes/pedestrians processing
Meter and Strap-on Flow Meter Pressure Data	\$650 per month
Logger	\$50.00 per day per unit
Bathymetric Drone Boat	\$300 per day
Streetview Camera System	\$300 per day
Underwater Drone Vehicle	\$500 per day
Pavement Management Camera System Sony	\$500 per day
FX-30 Cinema Camera	\$250 per day
Aerial Drone LiDAR	\$300 per day
Indoor LiDAR Unit (for Revit use)	\$700 per day
Standard Aerial Drone Video/Photo Collection	\$200 per day
Advanced Digital Fieldbook	\$1,500 per month
Digital Fieldbook	\$500 per month
Mobile LiDAR	\$800 per day
PID Meter	\$150 per day
Hand Auger	\$50 per day
Disposable Field Supplies	\$30 per day
Sub-Consultant Costs	Invoice costs plus 10%

** Does not include roundabouts

SOUTH FLORIDA ENGINEERING SERVICES, INC.

2025 Hourly Billing Rates

DATE: March 11, 2025

<u>Employee Classification</u>	<u>Hourly Billing Rates</u>
Lead Engineer II	\$265.78
Engineer I	\$185.44
Principal/Lead Construction Manager	\$192.74
Construction Manager	\$138.00
Construction Inspector	\$120.74
Clerical	\$98.38

- Hourly Rates for inspection services do not include any overtime.
- Hourly Rates include direct labor and indirect overhead expenses, and profit.
- Hourly Rates are for 8 hours/day and 40 hours/week during regular scheduled work hours.