

City of Delray Beach Utilities Department
RFQ No. 2025-007
Continuing Engineering Consulting Services

AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 2026, 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, Inc., an Illinois corporation ("Consultant") authorized to do business in the State of Florida, whose address is 8678 Ridgefield Road, Crystal Lake, Illinois 60012.

WHEREAS, the City desires to retain the Consultant to provide professional engineering services for wastewater pump station and underground pipeline design services in accordance with the City's Request for Qualifications No. 2025-007 and the Consultant's response thereto, which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Consultant 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. 2025-007, and the Consultant's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Consultant shall provide professional engineering services as needed and project-by-project basis, through the issuance of Service Authorizations pursuant to the City's Request for Qualifications No. 2025-007

ARTICLE 3. COMPENSATION

The City shall pay the Consultant for performing the services based on the Prices and Rates shown in Exhibit A, which is attached hereto and incorporated herein, or pursuant to a negotiated lump sum payment, as agreed to in the Service Authorization executed.

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

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

iii. As to the Consultant: Baxter & Woodman, Inc.
8678 Ridgefield Road
Crystal Lake Illinois 60012
Attn.: Rebecca Travis, PE- 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. E-VERIFY

By entering into this Agreement, Consultant acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Consultant 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 Consultant, the Consultant 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 Consultant.

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, Consultant 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, Consultant is ineligible to enter into or renew this Agreement if Consultant 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, Consultant certifies that Consultant is not on the Scrutinized Companies that Boycott Israel List, and that Consultant is not engaged in a boycott of Israel.
- b. Consultant shall notify the City if, at any time during the term of this Agreement, Consultant is placed on the Scrutinized Companies that Boycott Israel List, or that Consultant is engaged in a boycott of Israel. Such notification shall be in writing and provided by Consultant 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 Consultant has submitted a false certification or Consultant 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 Consultant, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Consultant.
- d. Consultant 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, Consultant 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 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 Consultant 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 Consultant agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Consultant'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, Consultant 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. Consultant 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. FOREIGN COUNTRY OF CONCERN AND PERSONAL IDENTIFYING INFORMATION

Section 287.138, Florida Statutes, prohibits the City from entering into a contract which would give access to an individual's personal identifying information with an entity with a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its Work Order, Consultant shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of Concern, which is included in Attachment 2. The City reserves the right to terminate any agreement in which a CONSULTANT provides a false certification or otherwise violates Section 287.138, Florida Statutes.

ARTICLE 12. COMPLIANCE WITH FLORIDA STATUTE §787.06(13)

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

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ARTICLE 13. CONTRACT TERM

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

[Remainder of page intentionally left blank]

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

ATTEST:

Alexis Givings, City Clerk

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

CITY OF DELRAY BEACH

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

BAXTER & WOODMAN, INC.

By: Rebecca Travis

Print Name: Rebecca Travis

Title: Executive Vice President



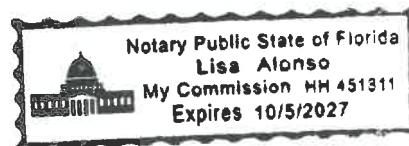
STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of January, 2026 by Rebecca Travis (name of person), as Executive Pres (type of authority) for Baxter Woodman (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification _____
Type of Identification Produced _____


Notary Public- State of Florida



BAXTER & WOODMAN, INC.
2025 HOURLY BILLING RATES FOR PROFESSIONAL SERVICES
CITY OF DELRAY BEACH, FLORIDA

EMPLOYEE CLASSIFICATION	BASE RATE	MULTIPLIER	HOURLY BILLING RATES
Principal Engineer	\$98.17	2.73	\$268
Senior Project Manager/ Eng VII	\$92.31	2.73	\$252
Senior Engineer/ Eng VI	\$88.64	2.73	\$242
Project Manager/ Eng IV-V	\$80.59	2.73	\$220
Construction Manager II	\$76.92	2.73	\$210
Senior Inspector/ Eng Tech V	\$67.77	2.73	\$185
Utility Coordinator/Eng III	\$65.93	2.73	\$180
Engineer II	\$58.61	2.73	\$160
Engineering Technician IV	\$58.61	2.73	\$160
Public Information Officer	\$54.95	2.73	\$150
Cadd Drafter/ Eng Tech III	\$53.11	2.73	\$145
Inspector	\$53.11	2.73	\$145
Engineer I	\$50.55	2.73	\$138
Administrative Support	\$36.63	2.73	\$100

- 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.

**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 - \$80 per day
Company Owned/Leased Vehicles Usage	\$32.50 - \$40 per half day (minimum charge)
Traffic Counters	\$50 per day
Miovision Traffic Data Collection System	**\$300 per setup plus \$30/hour/intersection, (add \$5/hr/intersection) and \$125/day road segments
Flow Meters	\$100 - \$650 per unit per month
Pressure Data Logger	\$50 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	\$500 per project
Sony FX-30 Cinema Camera	\$250 per day
Aerial Drone LiDAR	\$300 per day
Indoor LiDAR Scanner	\$1,000 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
Subsurface Utility Locating Equipment	\$40 per day
Pavement Coring Drill	\$75 per hour
Sub-Consultant Costs	Invoice costs plus 10%

** Does not include roundabouts



8600 Hidden River Parkway
Suite 500
Tampa, FL 33637

813.977.6005
vaengineering.com

V&A Consulting Engineers

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Position	Hourly Rate
Principal-in-Charge	\$324
Senior Project Manager	\$289
Senior Professional Land Surveyor	\$267
Project Manager	\$259
Senior Project Engineer	\$241
Project Engineer	\$218
Deputy Engineer	\$206
Associate Engineer	\$191
Graduate Engineer	\$160
CAD Designer	\$158
Survey Manager	\$147
Engineering Associate	\$142
Senior Inspector	\$142
Senior Technician	\$137
Survey Crew (2 Man) ¹	\$267
Technician	\$120
Project Administrator	\$99
Deposition/Court Appearance	\$589
Other Direct Costs	
Subcontractor/Subconsultant, Lab Analysis: Cost + 10%	
Travel (Air/Hotel/Per Diem/Car Rental), Printing, Shipping: @ Cost	
Auto/Truck Mileage: @ Federal Rate	
Field Truck: \$140/Day	
Confined Space Entry Truck and Safety Equipment: \$280/Day	

¹Survey Crew rate billed in 4-hour increments on a Lump Sum basis.



Electrical Design Associates

Electrical Design Associates, Inc. Proposed Wage Rate Data

LABOR CLASSIFICATION	BASE RATE	X	MULTIPLIER	=	BILLING RATE
Principal	\$ 105.00	x	3.00	=	\$ 315.00
Senior Electrical Engineer	\$ 85.50	x	3.00	=	\$ 256.50
Engineer	\$ 60.00	x	3.00	=	\$ 180.00
Senior Associate	\$ 55.00	x	3.00	=	\$ 165.00
Electrical Designer	\$ 41.50	x	3.00	=	\$ 124.50
Field Supervisor	\$ 48.75	x	3.00	=	\$ 146.25
CADD Technician	\$ 45.50	x	3.00	=	\$ 136.50
Clerical/Admin	\$ 29.00	x	3.00	=	\$ 87.00

In the most recent reporting period, which consisted of the Jan – Dec of the year 2023,
Electrical Design Associates, Inc. had the following multipliers, which are submitted to
Delray Beach to be used on this Contract.

General Overhead Rate	<u>131%</u>
Fringe Benefit Rate	<u>37%</u>
Fringe + General Overhead Rate	<u>168%</u>
Salary + Fringe + General Overhead Rate	<u>268%</u>
Profit Margin (12%)	<u>32%</u>
Total Overhead Rate	<u>300%</u>

This is to certify that the above salary information is accurate as of December 31, 2023.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes. I hereby certify that the hourly rates and multiplier are true and correct.

Dameion Donaldson, P.E., President

October 31, 2025

Date



October 31, 2025

Subject: Ritzel-Mason Inc. – Loaded Rates Table

Ritzel-Mason, Inc.

SUR Project Surveyor - \$160 / hour

5330 Van Buren Road
Delray Beach, FL 33484

SUE Survey/GIS/SUE Analyst 3 - \$135 / hour

Phone: 786.472.0358

2-man Survey Crew - \$160 / hour

www.ritzelmason.com

3-man Survey Crew - \$190 / hour

3-man SUE Crew - \$190 / hour

4-man Vacuum Excavation Crew - \$255 / hour



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WIRX ENGINEERING, LLC
HOURLY BILLING RATES FOR TASK ORDERS
(Rate Multiplier = 3.0)

CLASSIFICATION	HOURLY RATE
Principal Engineer (PE)	\$ 220.00
Senior Engineer (PE) / Project Manager	\$ 185.00
Project Engineer (PE)	\$ 165.00
Staff Engineer	\$ 135.00
Senior Inspector	\$ 110.00
Inspector	\$ 98.00
Cadd Operator	\$ 78.00
Clerical	\$ 68.00





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WIRX ENGINEERING, LLC
GEOTECHNICAL AND LABORATORY TESTING SERVICES

A	Geotechnical Field/Drilling Explorations			Unit Price	Unit
1	Drilling Equipment Mobilization				
	1.1	Truck Mount			
		1.1.1 0-50 Miles		\$550.00	Each
		1.1.2 51-100 Miles		\$650.00	Each
		1.1.3 100+ Miles		TBN	Each
	1.2	ATV/Track Mount			
		1.2.1 0-50 Miles		\$650.00	Each
		1.2.2 51-100 Miles		\$750.00	Each
		1.2.3 100+ Miles		TBN	Each
	1.3	Support Vehicle		\$275.00	Day
	1.4	Tri-Pod		TBN	Each
	1.5	Barge Mount		TBN	Each
	1.6	Amphibious		TBN	Each
	1.7	Maintenance of Traffic		TBN	Each
2	Field Drilling/Sampling/Coring				
	2.1	Auger Borings		\$20.00	LF
	2.2	Standard Penetration Test Borings			
		2.2.1 Truck/Track Rig (0-50 Ft)		\$22.00	LF
		2.2.2 Truck/Track (50-100 Ft)		\$26.00	LF
	2.3	Extra SPT Samples			
		2.3.1 Truck/Track Rig (0-50 Ft)		\$38.00	Each
		2.3.2 Truck/Track (50-100 Ft)		\$45.00	Each
	2.4	Rock Coring (HQ, Large Sizes TBN)			
		2.4.1 Truck/Track Rig (0-50 Ft)		\$55.00	LF
		2.4.2 Truck/Track (50-100 Ft)		\$65.00	LF
	2.5	Temporary Casing (Up to 4 in ID)			
		2.5.1 Truck/Track Rig (0-50 Ft)		\$12.00	LF
		2.5.2 Truck/Track (50-100 Ft)		\$15.00	LF
	2.6	Undisturbed Sampling			
		2.6.1 Truck/Track Rig (0-50 Ft)		\$175.00	Each
		2.6.2 Truck/Track (50-100 Ft)		\$225.00	Each
	2.7	Borehole Gouting			
		2.7.1 Truck/Track Rig (0-50 Ft)		\$9.00	LF
		2.7.2 Truck/Track (50-100 Ft)		\$11.00	LF
	2.8	Permeability/Exfiltration/Infiltration Testing			
		2.8.1 Field Perm 0-10 Ft Open-End Borehole Method		\$450.00	Each
		2.8.2 Field Perm 10-25Ft Open-End Borehole Method		\$550.00	Each
		2.8.3 Double Ring Infiltration		\$650.00	Each
	2.9	Monitor Well/Piezometer Installation & Testing (Non-Environmental)			
		2.9.1 Monitoring Well/Piezometer 2in (0-50 Ft)		TBN	LF
		2.9.2 Geo Well Development Team		\$225.00	Hour
		2.9.3 Concrete Pad & Cover for Monitoring Wells		\$1,500.00	Each
	2.10	Miscellaneous Services			
		2.10.1 Remote Vibration Monitoring		TBN	Week
		2.10.2 Turbidity Monitoring - Collect Water Samples and Turbidity Tests (Sr. Tech)		\$135.00	Hour



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WIRX ENGINEERING, LLC
GEOTECHNICAL AND LABORATORY TESTING SERVICES

B	Geotechnical Laboratory Testing Services	Unit Price	Unit
1	Aggregate Testing		
1.1	Carbonates & Organic Matter FM 5-514	\$95.00	Test
1.2	Shell Content of Coarse Aggregate FM 5-555	\$165.00	Test
1.3	Sieve Anlysis of Fine & Coarse AASHTO T27	\$105.00	Test
1.4	Soundness AASHTO T104	\$550.00	Test
1.5	Specific Gravity/Absorption Coarse AASHTO T85	\$165.00	Test
1.6	Specific Gravity/Absorption Fine AASHTO T84	\$195.00	Test
2	Asphalt Testing		
2.1	Bulk Specific Gravity FM 1-T166	\$105.00	Test
3	Concrete Testing		
3.1	Beam Flexural Testing ASTM C78	\$95.00	Test
3.2	Compressive Strength of Groun/Mortar ASTM C109	\$45.00	Test
3.3	Cylinder Curing, Capping & Breaking ASTM C39	\$29.00	Test
4	Soil/Rock Testing		
4.1	Chloride Soil or Water FM 5-552	\$65.00	Test
4.2	Corrosion Series FM 5-550 through 5-553	\$250.00	Test
4.3	Hydrometer Only AASHTO T88	\$135.00	Test
4.4	Limerock Bearing Ratio (LBR) FM 5-515	\$550.00	Test
4.5	Liquid Limit AASHTO T89	\$105.00	Test
4.6	Materials Finer than 200 Sieve	\$55.00	Test
4.7	Maximum Density ASTM D4254	\$375.00	Test
4.8	Moisture Content Laboratory AASHTO T265	\$25.00	Test
4.9	Moisture Content Microwave AASHTO D4643	\$25.00	Test
4.10	Organic Content Ignition	\$65.00	Test
4.11	Particle Size Anly AASHTO T88 (Incl. Hydrometer)	\$185.00	Test
4.12	Particle Size Anly AASHTO T88 (No Hydrometer)	\$105.00	Test
4.13	Plastic Limit & Plasticity Index AASHTO T90	\$95.00	Test
4.14	Proctor Modified FM 1-T180	\$195.00	Test
4.15	Proctor Standard AASHTO T99	\$175.00	Test
4.16	Specific Gravity AASHTO T100	\$85.00	Test

