

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 Carollo Engineering, Inc., a California corporation authorized to do business in the State of Florida ("Consultant"), whose address is 2795 Mitchell Drive Walnut Creek, California 94598.

WHEREAS, the City desires to retain the Consultant to provide professional engineering services for water treatment 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

- 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: Carollo Engineering, Inc.
2795 Mitchell Drive
Walnut Creek, California 94598
Attn.: Rebecca Elizabeth Fujikawa - 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.

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.

[The remainder of this page is intentionally left blank]

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

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

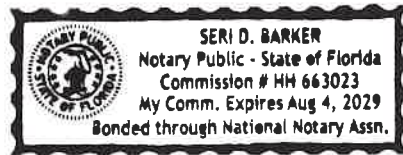
CAROLLO ENGINEERING, INC.

By: Elizabeth Fujikawa

Print Name: ELIZABETH FUJIKAWA

Title: VICE PRESIDENT

(SEAL)



STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of January, 2026 by Elizabeth Fujikawa (name of person), as Vice President (type of authority) for Carollo Engineers, Inc. (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification _____
Type of Identification Produced _____

Notary Public- State of Florida

City of Delray Beach
Contract Billing Rates for Carollo Engineers: September 25, 2025

PERSONNEL CLASSIFICATIONS	HOURLY RATE	REPRESENTATIVE STAFF
Principal	\$ 300.00	Vinnie Hart, Liz Fujikawa
Chief Professional	\$ 290.00	Joel Smason
Senior Project Manager	\$ 275.00	Lisa Arroyo
Project Manager	\$ 245.00	Karen Liang
Senior Process Professional	\$ 235.00	Kunal Nayee, Jeremy O'Neal
Staff Process Professional	\$ 211.00	Raphael Knickerbocker
Principal Professional	\$ 252.00	Jennifer Werner
Senior Professional	\$ 211.00	
Lead Professional	\$ 185.00	Anthony Horvat
Professional	\$ 158.00	Brandon Hensyl
Staff Professional	\$ 150.00	Carla Paillant
Designer	\$ 153.00	Ana Ricardo
Senior Designer	\$ 200.00	German Gonzales
GIS Specialist	\$ 225.00	
GIS Technician	\$ 144.00	
CADD/Technician	\$ 135.00	
Senior Construction Manager	\$ 270.00	Doug Dumont
Construction Manager	\$ 234.00	
Senior Construction Inspector	\$ 189.00	
Construction Inspector	\$ 171.00	
Senior Grant Analyst	\$ 234.00	
Grant Analyst	\$ 144.00	
Grant Specialist	\$ 189.00	
Clerical Administrative	\$ 125.00	Seri Barker

Reimbursable Expenses:

Direct costs such as postage, prints, and delivery services will be billed at cost.

Mark-up % Sub-Consultants Fee: 10%

JLA Geosciences, Inc.

HYDROGEOLOGIC CONSULTANTS

1907 Commerce Lane, Suite 104
Jupiter, Florida 33458
(561) 746-0228

JLA Geosciences, Inc. Schedule of Hourly Billing Rates

Personnel/Title	Rate/hour
Project Manager - President	\$280.00
Principal Hydrogeologist	\$265.00
Senior Hydrogeologist III	\$250.00
Senior Hydrogeologist II	\$195.00
Senior Hydrogeologist I	\$180.00
Hydrogeologist III	\$170.00
Hydrogeologist II	\$155.00
Hydrogeologist I	\$145.00
Project Administration	\$135.00
Hydrologic Technician	\$105.00
Principal Modeling	\$280.00

**CRAIG A. SMITH & ASSOCIATES
2025 HOURLY RATE SCHEDULE**

Principals	\$250.00
Court Testimony	\$250.00
Vice President.....	\$225.00
Senior Supervising Engineer	\$200.00
Supervising Engineer	\$180.00
Project Manager	\$160.00
Project Engineer	\$135.00
Senior CADD Technician.....	\$135.00
CADD Technician	\$100.00
Senior Field Representative	\$135.00
Field Representative.....	\$100.00
Professional Surveyor and Mapper	\$175.00
Survey Coordination Manager.....	\$130.00
Survey Technician	\$100.00
Clerical.....	\$75.00
Survey Crew (2-man)	\$170.00
Survey Crew (3-man)	\$225.00
Survey Crew, Lidar	\$375.00
Survey Crew - pile staking.....	\$250.00
Utility Locate Crew.....	\$160.00
Soft Dig Crew (per hole)	\$600.00
3D Radar Crew.....	\$450.00
3D Radar Processor	\$175.00

These rates are in effect for services rendered commencing January 1, 2025 and are subject to change.

CRAIG A. SMITH & ASSOCIATES

2025

REIMBURSABLE EXPENSES

• Computer Usage (CADD)	\$2.50/hour
• Reproductions	
Engineering (24 x 36)	\$2.50/sht
Engineering Color	\$3.50/sht
Standard Copies	\$0.30/sht
Standard Color	\$0.40/sht
Ledger (11 x 17)	\$0.40/sht
Ledger Color	\$0.55/sht
• Recording & Permit Fees	Cost + 10%
• Services of Outside Consultants	Cost + 10%
• Federal Express or Courier Services	Cost + 10%
• Commercial Air Travel	Cost + 10%
• Long Distance Phone	Cost + 10%
• Auto Travel Expense	\$ 0.585 / mile
• Meals – Per Diem	\$65.00
• Lodging	Cost + 10%

These rates are in effect for services rendered commencing January 1, 2025 and are subject to change.

Terracon Rates for Geotechnical Continuing Services Contract with Carollo Engineers for City of Delray Beach Contract (2025)	
Personnel Classification	Hourly Rate
Principal Engineer	\$270
Senior Geotechnical Engineer	\$225
Project Engineer	\$175
Staff Engineer	\$140
Senior Engineering Technician	\$130
Engineering Technician	\$90
Project Coordinator	\$105