

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 (the “City”), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444, and Mock Roos & Associates, Inc., a Florida Profit corporation (the “Contractor”), whose address is 5720 Corporate Way, West Palm Beach, Florida 33407.

WHEREAS, the City desires to retain the Contractor to provide the goods and services in accordance with the City’s Request for Qualifications 2023-048 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 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 2023-048 and the Contractor’s response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in Exhibit “A”, attached hereto and incorporated herein, pursuant to the specifications accompanying the City’s solicitation, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay the Contractor pursuant to Exhibit “B”, attached hereto and incorporated herein, according to the terms and specifications of the City’s Request for Qualifications 2023-048.

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 Contractor: Mock Roos & Associates, Inc.
5720 Corporate Way
West Palm Beach, FL 33407
Attn.: Garrytt G. Gruber, Sr. 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.

d. 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.

ARTICLE 5. CONTRACT TERM

This 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 solicitation.

(The 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: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

MOCK ROOS & ASSOCIATES, INC.

By: _____

Print Name: Garytt G. Gruber, P.E.

Title: Sr. Vice President

STATE OF Florida
COUNTY OF Palm Beach County

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of June, 2024, by Garrytt G. Gruber (name of person), as Sr. Vice President (type of authority) for Mock, Roos & Associates, Inc. (name of party on behalf of whom instrument was executed).

Personally known XX OR Produced Identification
Type of Identification Produced _____

Debra C. McCray
Notary Public – State of Florida

