

## 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. 1<sup>ST</sup> Avenue, Delray Beach, Florida 33444, and Kimley-Horn and Associates Inc., a North Carolina corporation (hereafter referred to as "Contractor") authorized to do business in the State of Florida, whose address is 421 Fayetteville Street Suite 600 Raleigh, NC 27601.

WHEREAS, the City desires to retain the services of the Contractor to provide professional engineering services related to the development of a citywide Vision Zero Action Plan in accordance with the City's Request for Qualifications No. 2025-031, 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 No. 2025-031, and the Contractor's response thereto, including all documentation required thereunder, subject to the following changes and revisions:

#### Request for Qualifications No. 2025-031

### SECTION 9 GENERAL TERMS AND CONDITIONS

#### 14. *Warranty*

In performing its professional services, the Proposer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided (Standard of Care). At no expense to the City, the selected Proposer shall correct any and all errors omissions that do not meet the standard of care.

#### 25. *Indemnification*

The selected Proposer shall indemnify and hold harmless the City and its officers, and employees from any and all liability, losses, or damages, including, but not limited to, reasonable attorney's fees, which the City or its officers, or employees, may incur as a result of claims, demands, suits or proceedings to the extent caused by the negligent performance, recklessness, or intentionally wrongful conduct of the Proposer or its employees, agents, servants, partner, principals, or subcontractors.—The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected proposer shall

in no way limit the responsibility to indemnify, keep and hold harmless, the City or its offices, and employees as herein provided.

*59. Materials Shall be New and Warranted Against Defects*

This clause is removed.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide professional engineering services related to the development of the City's Vision Zero Action Plan identified in the Scope of Services attached hereto as Exhibit "A" and incorporated herein.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as "Exhibit B", 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 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Manager
- ii. with a copy to: City of Delray Beach  
200 NW 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney
- iii. As to the Contractor: Kimley-Horn and Associates, Inc.  
477 South rosemary Avenue, Suite 215  
West Palm Beach, Fl 33401  
Attn.: Eric Regueiro, PE  
Email: eric.regueiro@kimley-horn.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. 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, Contractor 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 CONTRACTOR provides a false certification or otherwise violates Section 287.138, Florida Statutes.

#### ARTICLE 13. 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.

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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

KIMLEY-HORN AND ASSOCIATES INC

By: \_\_\_\_\_

Print Name: ERIC REGUEIRO

Title: VICE PRESIDENT

(SEAL)



STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of September, 2025, by Eric Regueiro (name of person), as Vice President (type of authority) for Kimley-Horn and Associates, Inc. (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



Lori D'Amico  
Notary Public – State of Florida