

## AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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, North Carolina 27601.

WHEREAS, the City desires to retain the services of the Contractor to provide the professional engineering design services in accordance with the City's Request for Qualifications No. 2019-040, 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. 2019-040 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 professional engineering design services pursuant to the Scope of Services attached hereto as Exhibit "A", which is based on the specifications accompanying the City's Request for Qualifications 2019-040, and then, negotiated for each phase following the recommendation of the Selection Committee to proceed accordingly.

### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit B, "Pricing Schedule".

### 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> Street  
Delray Beach, Florida 33444  
Attn: City Manager

- ii. with a copy to: City of Delray Beach  
200 NW 1<sup>st</sup> Street  
Delray Beach, Florida 33444  
Attn: City Attorney
- iii. As to the Contractor: Kimley-Horn and Associates, Inc.  
1615 South Congress Avenue, Suite 201  
Delray Beach, Florida 33445  
Attn.: Marwan Mufleh, Senior 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. 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.

#### ARTICLE 6. 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 7. ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement including Exhibit A, "Scope of Services", and Exhibit B, "Fee Summary" and
- b. City's Request for Qualifications No. 2019-040; and
- c. Contractor's response to City's Request for Qualifications No. 2019-040 and any subsequent information submitted by Contractor during the evaluation and negotiation process.

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

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney



Kimley-Horn and Associates, Inc.:

By: Marwan Mufleh

Print Name: Marwan Mufleh

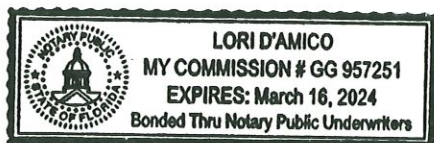
Title: Sr. Vice President / Principal

(SEAL)

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of June, 2022 by Marwan Mufleh (name of person), as Sr. V.P./Principal (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