

## AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and **SCHMIDT NICHOLS, INC.**, a Florida corporation (hereafter referred to as "Contractor"), whose address is 1551 North Flagler Drive, Suite 102, West Palm Beach, FL 33401.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Proposals No. 2017-075, 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 PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposals No. 2017-075 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 the specifications accompanying the City's Request for Proposals, which are incorporated herein by reference.

### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Request for Proposal.

### 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
  - Email: Lauzier@mydelraybeach.com

- ii. with a copy to: City of Delray Beach  
200 NW 1<sup>st</sup> Street  
Delray Beach, Florida 33444  
Attn: City Attorney  
Email: LohmanM@mydelraybeach.com
- iii. As to the Contractor: Schmidt Nichols, Inc.  
1551 North Flagler Drive, Suite 102  
West Palm Beach, FL 33401  
Attn.: Jon Schmidt, 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

The Contract and Agreement shall be effective for five (5) years, with two (2) one year renewal options as of the effective date of this Agreement, and shall expire on \_\_\_\_\_, \_\_\_\_\_.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: \_\_\_\_\_  
Mark Lauzier, City Manager

ATTEST:

By: \_\_\_\_\_  
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
R. Max Lohman, City Attorney

CONTRACTOR

[SEAL]

By: \_\_\_\_\_  
Jon E. Schmidt  
Printed Name  
President  
Title

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21st day of March, 2018, by Jon E. Schmidt, as President (name of officer or agent, title of officer or agent), of Schmidt Nichols (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification



\_\_\_\_\_  
Notary Public – State of Florida  
Kathy Jo DeFranco

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (state or place of incorporation, on behalf of the corporation. He/She is (personally known to me) (or has produced identification) and has used his/her \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Signature of Person Taking  
Acknowledgment

\_\_\_\_\_  
Name of Acknowledger Typed,  
Printed or Stamped

**PRICING SCHEDULE**

**RFP 2017-075 – Agreement for General Planning Services  
Hourly Rates – Standard**

Position/Staff		Standard Rate
<b>Administrative</b>	Administrative Assistant	\$75
<b>Principals/Directors</b>	Directors	\$185
	Principals	
	Principal Planner	
<b>Senior Professionals</b>	Sr. Architect	\$150
	Sr. CAD Tech	
	Sr. Engineer	
	Sr. Landscape Arch	
	Sr. Planner	
	LA Designer III	
<b>Professionals</b>	Controller	\$125
	Engineer	
	Designer/Int. Arch	
	Landscape Arch	
	Project Manager	
	Interior Designer	
<b>Associate Professionals</b>	Inspector	\$100
	Drafter	
	GIS	
<b>Misc. Services</b>	Urban Design Assistant	\$85
	Estimator	
	Spec. Writer	
	Field Inspector	