

Exhibit A to Resolution No. 42-18

**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 N.W. 1<sup>ST</sup> Avenue, Delray Beach, Florida 33444, and Baxter & Woodman, Inc. dba Mathews Consulting, a Baxter & Woodman Company, an Illinois corporation authorized to do business in the State of Florida (hereafter referred to as "Contractor"), whose address is 477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida 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 Qualifications No. 2018-003, 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. 2018-003 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 solicitation, 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 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<br>100 NW 1 <sup>st</sup> Street<br>Delray Beach, Florida 33444<br>Attn: City Manager<br>Email: LauzierM@mydelraybeach.com |
| ii. | with a copy to: | City of Delray Beach<br>200 NW 1 <sup>st</sup> Street<br>Delray Beach, Florida 33444<br>Attn: City Attorney<br>Email: LohmanM@mydelraybeach.com |

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- iii. As to the Contractor: Mathews Consulting, a Baxter & Woodman Company  
477 S. Rosemary Avenue, Suite 330  
West Palm Beach, Florida 33401  
Attn.: Rebecca Travis, 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.

(The remainder of this page is intentionally left blank)

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

CITY OF DELRAY BEACH, FLORIDA

By: \_\_\_\_\_  
Mark R. 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: [Signature]  
David L. Mathews  
Printed Name  
Executive Vice President  
Title

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29 day of March, 2018, by David L. Mathews, as Executive Vice President (name of officer or agent, title of officer or agent), of Mathews Consulting & Construction Company (name of corporation acknowledging), an Illinois (state or place of incorporation) corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.



[Signature]  
Notary Public – State of Florida

**Fee Estimate**  
City of Delray Beach  
Seacrest Phase 2

TASK DESCRIPTION / ACTIVITY	CLASSIFICATION AND RATES									
Payroll	Principal	Senior Engineer	Engineer II	Construction Manager	Inspector	Admin. Support			Total	Total
Classification										
Contract - Hourly Rates	Engineer	Public Outreach	Public Outreach	Construction Admin. / FDOT LAP Coord.	Inspector	Clerical			Work Hours	Labor Costs
	\$170.00	\$165.00	\$130.00	\$118.00	\$90.00	\$70.00				
PHASE 1 - CONSTRUCTION ADMINISTRATION	50.00	0.00	15.00	309.00	2.00	22.00			398.00	\$48,632.00
PHASE 2 - CEI INSPECTION SERVICES	40.00	0.00	0.00	80.00	1056.00	0.00			1176.00	\$111,280.00
PHASE 3 - PUBLIC OUTREACH	16.00	60.00	75.00	66.00	16.00	8.00			241.00	\$32,158.00
PHASE 4 - FDOT LAP COORDINATION	0.00	0.00	0.00	40.00	0.00	0.00			40.00	\$4,720.00
Total Workhours	106.00	60.00	90.00	495.00	1074.00	30.00			1855.00	\$196,790.00
Sub-Total Dollars	\$18,020	\$9,900	\$11,700	\$58,410	\$96,660	\$2,100				\$196,790.00
Consultant										\$196,790.00
Subconsultant - Terracon (Materials Sampling and Testing)										\$1,580.00
Direct Expenses (Direct Reimbursables, Flerts, Door Hangers, etc.)										\$1,500.00
Total Dollars*										\$199,870.00

\*Hours of work are esimated and may not represent the actual hours required to complete the project