

AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 201____, by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1ST Avenue, Delray Beach, Florida 33444, and Baxter & Woodman, Inc. d/b/a Mathews Consulting, a Baxter & Woodman Company, an Illinois corporation (hereafter referred to as "Contractor") authorized to do business in the State of Florida, 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. 2019-021, 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. 2019-021 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 as Exhibit A, 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 st Street
Delray Beach, Florida 33444
Attn: City Manager |
| ii. | with a copy to: | City of Delray Beach
200 NW 1 st Street
Delray Beach, Florida 33444
Attn: City Attorney |

iii. As to the Contractor: Mathews Consulting, a Baxter & Woodman Company
477 S. Rosemary Avenue, Suite 330
West Palm Beach, Florida 33401
Attn.: David Mathews, Vice President Florida
Operations

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)

City of Delray Beach
2019-021 Agreement, CEI Services for Beach Master Plan, Phase 2
Project No. 15-008
Exhibit A to Resolution No. 77-19

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

[SEAL]

CITY OF DELRAY BEACH, FLORIDA

By: _____
Neal de Jesus, Interim City Manager

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

CONTRACTOR

By: _____

Aaron Cutler
Printed Name

Vice President
Title

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 26 day of March, 2019, by Aaron Cutler, as Vice President (name of officer or agent, title of officer or agent), of Matthew's Consulting & Brokerage Company (name of corporation acknowledging), a 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.

Courtney Marshall
Notary Public – State of Florida



Fee Estimate
City of Delray Beach
Beach Master Plan Phase 2 CEI Services

TASK DESCRIPTION / ACTIVITY		CLASSIFICATION AND RATES									
Payroll Classification	Principal	Survey Manager/ Drone Pilot	Engineer II	Construction Manager	Inspector	Admin. Support	Total	Total			
	Engineer \$170.00	Public Outreach \$165.00	Public Outreach \$130.00	Construction Admin. \$118.00	Inspector \$90.00	Clerical \$70.00	Work Hours	Labor Costs			
Contract - Hourly Rates											
PHASE 1 - CONSTRUCTION ADMINISTRATION	40.00	0.00	15.00	340.00	0.00	22.00	417.00	\$50,410.00			
PHASE 2 - CEI INSPECTION SERVICES	0.00	0.00	0.00	80.00	1216.00	0.00	1296.00	\$118,880.00			
PHASE 3 - PUBLIC OUTREACH	20.00	0.00	95.00	86.00	16.00	8.00	225.00	\$27,898.00			
PHASE 4 - DRONE SERVICES	0.00	48.00	17.00	0.00	0.00	0.00	65.00	\$10,130.00			
Total Workhours	60.00	48.00	127.00	506.00	1232.00	30.00	2003.00	\$207,318.00			
Sub-Total Dollars	\$10,200	\$7,920	\$16,510	\$59,708	\$110,880	\$2,100		\$207,318.00			
Consultant											
Survey Services											
Drone Equipment Costs								\$13,494.00			
Subconsultant - Terracon (Geotechnical Materials Sampling and Testing)								\$2,000.00			
Subconsultant - Electrical Design Associates (Beach Lighting Scope)								\$5,408.00			
Direct Expenses (Direct Reimbursables, Flyers, Door Hangers, etc.)								\$26,188.00			
								\$1,500.00			
Total Dollars*								\$255,908.00			

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


BAXTER & WOODMAN, INC.
POLICIES ADOPTED BY THE BOARD OF DIRECTORS

CONTRACT AUTHORITY OF VICE PRESIDENTS AND REGIONAL OFFICE MANAGERS

Effective September 27, 2017, the Baxter & Woodman, Inc. Board of Directors updated the following policy regarding the authority of Regional Office Managers:

- Members of the Board of Directors, Regional Office Managers, and Vice Presidents have the authority to sign proposals, work orders, and engineering service agreements so long as those proposals, work orders, and engineering services agreements have been reviewed using the proper procedures.
- Regional Office Managers and Vice Presidents have the authority to initiate and sign proposals, work orders, and engineering service agreements in amounts of \$10,000 or less without following normal review procedures.
- All executed engineering service agreements must be to sent to the Contracts Department for electronic filing.
- It is hereby confirmed that David L. Mathews, P.E., Rebecca Travis, P.E., Jason Pugsley, P.E, and Aaron Cutler are Florida Region Vice Presidents of Baxter & Woodman, Inc. and have the authority to sign proposals, work orders, and engineering service agreements referenced herein.

Certified by:


John V. Ambrose
President/CEO

Date

February 15, 2018

STATE OF ILLINOIS)

COUNTY OF McHENRY)

The foregoing instrument was acknowledged before me this 15 day of FEBRUARY, 2018, by JOHN V. AMBROSE, of BAXTER & WOODMAN INC., an Illinois Corporation, on behalf of the corporation, and who is personally known to me, or who has produced the following N/A as identification.

Notary Public:



Print Name: DEBORAH FINN

My Commission Expires: 5/1/2018

