



**METRO TRANSPORTATION ENGINEERING
AND CONSTRUCTION COOPERATIVE**

AGREEMENT NO. 23-02 (C)

BETWEEN

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

AND

KIMLEY-HORN AND ASSOCIATES, INC.

FOR

GENERAL DESIGN AND ENGINEERING SERVICES

AGREEMENT NO. 23-02(C)

BETWEEN

**METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION
COOPERATIVE**

AND

KIMLEY-HORN AND ASSOCIATES, INC.

FOR

GENERAL DESIGN AND ENGINEERING SERVICES

This is an Agreement, by and between METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE, hereinafter referred to as "MTECC"

AND

KIMLEY-HORN AND ASSOCIATES, INC., a _____, authorized to and doing business in the State of Florida, hereinafter referred to as "CONTRACTOR."

RECITALS

A Request for Qualifications was advertised by MTECC as RFQ No. 23-02, for GENERAL DESIGN AND ENGINEERING SERVICES, and CONTRACTOR was determined to be among the most qualified responsive and responsible respondents;

NOW, THEREFORE, IN CONSIDERATION of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to the Agreement as follows:

**ARTICLE I
SERVICES**

CONTRACTOR covenants and agrees to perform all services and other obligations of CONTRACTOR set forth in the Contract Documents, as defined in the RFQ. The Contract Documents are hereby incorporated and made a part of this Agreement by this reference.

**ARTICLE II
TERM**

The period of performance shall be for an initial term of three (3) years, with MTECC'S sole discretion to extend the agreement for two (2) additional one (1) year option periods for a total term of five (5) years commencing on the date of MTECC's issuance of a Notice to Proceed.

**ARTICLE III
COMPENSATION**

1. MTECC agrees to pay CONTRACTOR compensation as specified in the CONTRACT DOCUMENTS the total not-to-exceed amount of five million dollars (\$5,000,000) over the full term of the Agreement. MTECC shall request Contractor's services on an as needed basis. Individual Work Orders will be issued pursuant to the terms and conditions of the Agreement.

2. MTECC, during any fiscal year, shall not expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void and no money may be paid on such contract.

**ARTICLE IV
NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, email transmission, express delivery service or hand delivery, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

CONTRACTOR:

Attn: _____

MTECC:

Metro Transportation Engineering and
Construction Cooperative
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Attn: Mr. Lowell R. Clary

WITH COPY TO:

Metro Transportation Engineering and
Construction Cooperative
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Attn: Mr. Matthew Pearl, General Counsel

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature:

ATTEST:

METRO TRANSPORTATION
ENGINEERING AND
CONSTRUCTION
COOPERATIVE

By

LOWELL CLARY
INTERIM EXECUTIVE DIRECTOR

VICE MAYOR ANDREA MCGEE, CHAIR

_____ DAY OF _____, 2023

Approved as to form by:

CHRISTOPHER BROSS
Contracting Officer

Matthew Pearl, General Counsel

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2023

(Corporate Seal)