



**METRO TRANSPORTATION ENGINEERING  
AND CONSTRUCTION COOPERATIVE**

AGREEMENT NO. 23-02 (E)

BETWEEN

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

AND

STANLEY CONSULTANTS INC.

FOR

GENERAL DESIGN AND ENGINEERING SERVICES

**AGREEMENT NO. 23-02(E)**

BETWEEN

**METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION  
COOPERATIVE**

**AND**

**STANLEY CONSULTANTS 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

STANLEY CONSULTANTS 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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**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:

STANLEY CONSULTANTS INC.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRESIDENT OR VICE-PRESIDENT

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

(Corporate Seal)