



AGREEMENT BETWEEN
CITY OF MARGATE
AND
CAROLLO ENGINEERS, INC.

FOR

**RFQ 2023-010 GENERAL CIVIL ENGINEERING, BUILDING
ARCHITECTURAL AND LANDSCAPE ARCHITECTURAL CONSULTING
SERVICES**

This is an Agreement between The **City of Margate**, a municipal corporation in the State of Florida, hereinafter referred to as “**CITY**”,

AND

Carollo Engineers, Inc. its successors and assigns, hereinafter referred to as “**ENGINEER**”.

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and ENGINEER agree as follows:

ARTICLE I

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions, which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 **AGREEMENT:** The written agreement between CITY and ENGINEER covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.
- 1.2 **CHANGE ORDER:** A written directive issued on or after the effective date of the Agreement by the CITY and ENGINEER ordering an addition, deletion, or revision in the Scope of Work or change in the Contract Time or Contract Price.
- 1.3 **CITY:** The City of Margate, a State of Florida Municipal Corporation.
- 1.4 **CITY COMMISSION:** The City Commission of the City of Margate, Florida with whom ENGINEER has entered into an Agreement and for whom the Work is to be provided.
- 1.5 **CONTRACT ADMINISTRATOR:** Whenever the term Contract Administrator is used herein, it is intended to mean the City Manager of the City of Margate or his designee. In the administration of the contract, as contrasted with matters of policy, all parties may rely upon instructions made by the Contract Administrator.
- 1.6 **CONTRACTOR:** The person, firm, corporation, or other entity that enters into an Agreement with the CITY to perform the construction works for the Project.
- 1.7 **ENGINEER:** Carollo Engineers, Inc. is the ENGINEER selected to perform this Agreement.
- 1.8 **NOTICE TO PROCEED:** A written Notice given by the CITY to ENGINEER fixing the date on which the Contract Time will commence to run and on which ENGINEER shall start to perform ENGINEER'S obligations under the Contract Documents.
- 1.9 **PROJECT:** Refer to RFQ 2023-010 General Civil Engineering, Building Architectural and Landscape Architectural Consulting Services

ARTICLE 2

PREAMBLE

In order to establish background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representatives, and explanations be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 CITY has secured funding through the approval of its annual operating budget for Work to be performed under this Agreement.
- 2.2 The City Commission of the City of Margate has met the requirements of the Consultants Competitive Negotiations Act, as contained in Section 287.055, Florida Statutes, and has selected Carollo Engineers, Inc. to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by the ENGINEER were undertaken between the ENGINEER and members of the Selection Committee and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES

- 3.1 The ENGINEER agrees that this is a non-exclusive agreement and the basic services shall consist of the work set forth in negotiated task orders based on the fee schedule in "Exhibit A - Carollo Engineers Hourly Rate Schedule" and the contract documents attached hereto and made a part hereof.
- 3.2 The ENGINEER agrees to meet with CITY at reasonable times and with reasonable notice.
- 3.3 The ENGINEER shall perform the services required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Florida.

ARTICLE 4

TIME FOR PERFORMANCE

- 4.1 The ENGINEER shall perform the services described in the contract documents and task orders based on the timeframes agreed upon for each task assigned.
- 4.2 Prior to beginning the performance of any services under this Agreement, ENGINEER must receive a written Notice to Proceed or Purchase Order from the CITY. The ENGINEER must receive the approval of the Contract Administrator or designee in writing prior to beginning the performance of services in any subsequent phase of this Agreement. Prior to granting approval for the ENGINEER to proceed to a subsequent phase, the Contract Administrator or designee may at his sole option, require the ENGINEER to submit documents and drawings for this review and/or approval.
- 4.3 In the event ENGINEER is unable to complete the above services because of delays resulting from untimely review and approval by the CITY and other governmental authorities having jurisdiction over the Project, and such delays are not the fault of the ENGINEER, CITY may grant a reasonable extension of time for the completion of work. It shall be the responsibility of the ENGINEER to notify the CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.
- 4.4 The original term of this agreement is for two (2) years with an option to renew for three (3) additional one (1) year term providing both parties agree, providing all terms and conditions and specifications remain the same; providing for availability of funding.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

- 5.1 CITY agrees to pay ENGINEER as compensation for its services under the terms of this Agreement a fee to be computed as per "Exhibit A", Hourly Rate Schedule and to reimburse ENGINEER for certain expenses as described below in ARTICLE 5, Section 5.3 entitled "REIMBURSABLES". The fee for the services to be performed by the ENGINEER including costs, expenses, and fees, except reimbursable as described in ARTICLE 5, Section 5.3 entitled "REIMBURSABLES" is to be paid based upon a proposal submitted to the CITY.

The compensation to provide the consultant services including labor and indirect costs shall be for an agreed upon amount paid in accordance with the amounts as set forth in "Exhibit A- Carollo Engineers Hourly Rate Schedule" for each agreed upon task or phase. No changes to the fee schedule shall be permitted without the prior written approval of the Contract Administrator.

The hourly rates established in "Exhibit A- Carollo Engineers Hourly Rate Schedule" shall be subject to adjustment on October 1st each year with a cap not to exceed 3% for any year. The adjustment shall be based on the most recent published 12 month change in the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers for the Miami-Ft. Lauderdale Area (Series ID CUURA320SA0). Adjustments shall not be applied retroactively.

5.2 SALARY COSTS FOR ADDITIONAL SERVICES:

The term salary costs as used herein shall mean the hourly rates on "Exhibit A- Carollo Engineers Hourly Rate Schedule" attached hereto and made a part hereof including but not limited to principals, engineers, architects, draftsmen, clerks, plus costs which include sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation, insurance, retirement benefits and medical and insurance benefits.

5.3 REIMBURSABLES:

5.3.1 Cost of printing drawings and specifications which are required by or of ENGINEER to deliver services set forth in this Agreement and which are in addition to those required by this Agreement.

5.3.2 A detailed statement of expenses must accompany any request for reimbursement. Expenses other than auto travel must be documented by copies of paid receipts, checks or other evidence of payment. Local travel to and from the job site will not be reimbursed.

5.4 METHOD OF BILLING AND PAYMENT:

5.4.1 ENGINEER may submit bills at the completion and approval of each phase or task order or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than a monthly basis.

5.4.2 CITY, in its sole discretion, reserves the right to engage the services of ENGINEER and require invoicing in various formats that shall be based on the hourly rates submitted by ENGINEER, which are approved and awarded by City under this Agreement. Such invoice formats shall include, Lump Sum, Straight Hourly, and Hourly with a Not to Exceed Maximum. CITY shall stipulate to ENGINEER the required billing format for each task order covering a specific project phase or engagement. Each task order submitted by ENGINEER and approved by CITY shall clearly identify the billing format to be utilized for invoicing as stipulated by CITY.

5.4.3 CITY agrees that it will make its best efforts to pay ENGINEER within thirty (30) calendar days of receipt of ENGINEER'S statement as provided above.

5.5 ADJUSTMENT OF CONTRACT PRICE:

If a Truth-in-Negotiation certificate was required for this contract, the firm agrees that the original contract price and additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract price was increased due to inaccurate,

incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

5.6 PAYMENT ADDRESS:

Payment will be made to the ENGINEER at:

Carollo Engineers, Inc.
2728 North University Drive
Bldg 2700
Coral Springs, FL 33065

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

- 6.1 The CITY, without invalidating this Agreement, may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be contained in written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.
- 6.2 Additional services beyond the programmed Scope of Work will be either an hourly additional service at a guaranteed maximum cost or lump sum additional service, all based on the ENGINEER's Schedule of Fees and Reimbursable Costs attached hereto as "Exhibit A- Carollo Engineers Hourly Rate Schedule", as same may be amended pursuant to this Agreement.
- 6.3 The City Commission prior to execution of such work shall approve all additional services and changes in the Scope of Work.
- 6.4 Notwithstanding the above paragraph, additional services which, individually or when cumulatively added to the amounts authorized pursuant to prior change orders for this project, increase the cost of the work to the CITY not in excess of ten percent (10%) or \$25,000 (whichever is lesser) may be approved by signed approval of the City Manager of the City of Margate.
- 6.5 No claim against CITY for extra work in furtherance of a Change Order shall be allowed unless prior approval pursuant to this Article has been obtained. Unless otherwise provided for, the Contract Price and Contract Time shall be changed only by a Change Order or written amendment approved by the City Commission.

ARTICLE 7

CITY'S RESPONSIBILITIES

- 7.1 Assist ENGINEER by placing at its disposal all available information pertinent to the "Project" including previous reports and any other data relative to design or construction of the "Project". The ENGINEER shall be entitled to use and rely upon all such information provided by CITY or others in performing ENGINEER's services under this Agreement.
- 7.2 Furnish to ENGINEER, when available, such data as required for performance of ENGINEER'S basic services including core borings, probing, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials and equipment, appropriate professional interpretations of all of the foregoing, environmental assessment and impact statements, property boundary, easements, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations unless such data is to be furnished by the ENGINEER. The ENGINEER shall be entitled to use and rely upon all such information provided by CITY or others in performing ENGINEER's services under this Agreement.
- 7.3 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.
- 7.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor or other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 7.5 Give prompt written notice to ENGINEER whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services.

ARTICLE 8

MISCELLANEOUS

8.1 OWNERSHIP OF DOCUMENTS:

Drawings, specifications, designs, models, photographs, reports, surveys, and other data provided with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not. However, this is not an assignment of any copyrights or other ownership rights that the ENGINEER maintains.

Any use for extensions of the project or for any other project without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CITY'S sole risk and without liability or legal exposure to the ENGINEER.

8.2 TERMINATION:

This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon fourteen (14) calendar days written notice by the terminating party to the other party of such terminations in which event the ENGINEER shall be paid its compensation for services performed to the termination date including all reimbursable expenses then due and incurred to such date of termination. In the event that the ENGINEER abandons this Agreement or causes it to be terminated, for reasons other than breach by the CITY, they shall indemnify the CITY against all loss pertaining to this termination up to a maximum of 1.3 times the full contract fee amount. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by ENGINEER shall become the property of the CITY and shall be delivered by ENGINEER to the CITY upon payment by the CITY for all services performed by the ENGINEER.

8.3 RECORDS:

ENGINEER shall keep such records and accounts and require any and all consultants and sub-contractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and expenses for which ENGINEER expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books will be grounds for disallowance by CITY of any fee or expenses based upon such entries.

8.4 EQUAL OPPORTUNITY EMPLOYMENT:

ENGINEER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or their forms of compensation, and selection for training, including apprenticeship.

8.5 NO CONTINGENT FEE:

ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for ENGINEER any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

8.6 SUBCONTRACTORS:

In the event the ENGINEER, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, ENGINEER must secure the prior written approval of the Contract Administrator or his designee.

8.7 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by ENGINEER, without the prior written consent of the CITY; however, the agreement shall run to the City of Margate and its successors.

8.8 INDEMNIFICATION:

- 8.8.1 ENGINEER agrees to pay on behalf of and defend CITY from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of ENGINEER, its employees, or agents including death in connection with services under this Agreement.
- 8.8.2 To the extent allowable by law, CITY agrees to indemnify and defend ENGINEER from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of CITY, its employees, or agents in connection with the services under this Agreement.
- 8.8.3 If the negligence or willful misconduct of both the ENGINEER and CITY (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between the ENGINEER and CITY as provided by law.
- 8.8.4 Both parties agree that the CITY shall pay to the ENGINEER one hundred dollars (\$100.00) in consideration for the ENGINEER agreeing to indemnify the CITY as provided under this contract.
- 8.8.5 The above indemnity is a business understanding between the parties and applied to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. Parties mean the CITY and the ENGINEER and their officers, employees, agents, affiliates, and subcontractors.
- 8.8.6 The execution of this Agreement by ENGINEER shall obligate ENGINEER to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth below in Article 8.9.

8.9 INSURANCE:

ENGINEER shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation Insurance,

Employer's, and Professional Liability Insurance that will assure to CITY the protection contained in the foregoing indemnification undertaken by ENGINEER. The Comprehensive General Liability policy shall clearly identify the foregoing indemnification as insured under this section. United States treasury approved companies authorized to do business in the State of Florida shall issue such policy or policies. ENGINEER shall specifically name the CITY as additional insured under the Comprehensive General Liability insurance policy hereinafter described.

The Professional Liability policy or certificate shall reference this project by endorsement.

- (a) Professional Liability Insurance: The limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000) to assure the CITY the indemnification specified in Article 8.8.

- (b) Worker's Compensation Insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy must include:

Employers Liability with a limit of \$100,000 each accident.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the CITY with thirty days (30 days) notice of cancellation and/or restriction.

- (c) Comprehensive General Liability with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or Operations

Independent Contractors

Broad Form Property Damage

Broad Form Contractual Coverage applicable to this specific Agreement including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The City of Margate is to be included as "Additional Insured" with respect to liability arising out of operations performed for CITY by or on behalf of ENGINEER or acts or omissions of ENGINEER in connection with such operation.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

- (d) Business Automobile Liability with minimum limits of \$500,000 per Occurrence combines single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles

Hired and non-owned vehicles

Employer's non-ownership

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

- (e) ENGINEER shall provide to the CITY a Certificate of Insurance or a copy of all insurance policies required by Article 8.9 including any subsection hereunder. The CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

8.10 REPRESENTATION:

- 8.10.1 It is recognized that questions in the day-to-day conduct of the Project will arise. The City Manager or an appointed designee shall act as the CITY'S representative/agent to whom all communication on the day-to-day conduct of the Project shall be addressed.
- 8.10.2 ENGINEER shall inform the City Manager (or designee) in writing of the representative of ENGINEER to whom matters involving the conduct of the Project shall be addressed.

8.11 ATTORNEYS FEES, JURISDICTION AND VENUE:

- 8.11.1 If the CITY incurs any expense in enforcing the terms of this Agreement whether suit be brought or not, ENGINEER agrees to pay all such costs and expenses including but not limited to court costs, interest, and reasonable attorney's fees if such claim is a result of an error or omission within the ENGINEER'S work.
- 8.11.2 The Law of the State of Florida shall govern the validity of this Agreement, its interpretation and performance and any other claims related to it. Venue shall be deemed to be agreed between the parties as to the court of Broward County, Florida.
- 8.11.3 Waiver of Jury Trial - CITY and ENGINEER hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the performance of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

8.12 ALL PRIOR AGREEMENTS:

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein and the parties agree that there are no commitments. Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modifications, amendment or alteration in the terms or conditions contained herein, shall be effective unless contained in written document executed with the same formality and of equal dignity herewith.

8.13 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving 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, to-wit:

FOR CITY:

City Manager
City of Margate
5790 Margate Boulevard
Margate, FL 33063

FOR ENGINEER:

Elizabeth Fujikawa, PE, BCEE, LEED AP
Vice President
Carollo Engineers
2728 N University Drive
Bldg 2700
Coral Springs, FL 33065

8.14 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by ENGINEER shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. Any additions to the original contract price changed on an hourly price shall be adjusted to exclude any significant sum by which the CITY determines the additions to the contract price were increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustment shall be made within one year following the end of this agreement.

8.15 CONSULTANT DELIVERABLES

1. Meeting Minutes and Notes – One (1) PDF copy distributed to all meeting attendees.
2. Sixty percent (60%) and Ninety percent (90%) drawings – one (1) half size (11 x 17) hard copies, one (1) PDF copy.
3. Sixty percent (60%) and Ninety percent (90%) specifications – one (1) bound hard copy, one (1) PDF copy.
4. Sixty percent (60%) comments response letters – one (1) PDF copy.
5. One hundred percent (100%) drawings – one (1) half size (11 X 17) hard copy signed & sealed by Licensed Florida Professional Engineer.
6. One hundred percent (100%) drawings – one (1) PDF copy.
7. One hundred percent (100%) specifications – one (1) signed and sealed bound hard copy.
8. One hundred percent (100%) specifications – one (1) PDF copy.
9. Margate Building Department preliminary review – one (1) half size (11 x 17) hard copy.
10. RFI responses – one (1) PDF copy.
11. Bid award evaluation and recommendation letter – one (1) PDF copy.
12. Shop drawing submittals review comments and approvals – one PDF copy.
13. Record Drawings – one (1) full size (24 x 36) signed and sealed hard copy.
14. Record Drawings – one (1) half size (11 x 17) signed and sealed hard copy.
15. Record Drawings – one (1) PDF copy.
16. Record Drawings – one (1) electronic copy (AutoCAD latest version in state plane coordinates).

8.16 NON-COLLUSIVE STATEMENT

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud (Refer to attached Non-Collusive Form).

8.17 VENUE AND GOVERNING LAW

This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

8.18 PUBLIC RECORDS

The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- a. Keep and maintain public records required by the City of Margate to perform the service.
- b. Upon request from the City of Margate's custodian of public records, provide the City of Margate with a copy of the requested

records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.
- d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone number:

(954) 972-6454

E-mail address:

recordsmanagement@margatefl.com

**Mailing address: 5790 Margate Boulevard
Margate, FL 33063**

8.19 SCRUTINIZED COMPANIES:

In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

- a. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Cuba or Syria.
- c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.
- d. The City shall reserve the right to terminate any contract resulting from this solicitation if the awarded Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

8.20 E-VERIFY

1) Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
- c) *By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.*

WITNESS WHEREOF, the parties have made an executed Agreement on the respective dates under each signature; City of Margate through its City Commission signing by and through its Mayor and City Manager, authorized to execute same by City Commission the _____ day of _____, 20__, and Carollo Engineers, Inc. signing by and through its representatives is duly authorized to execute same.

CITY OF MARGATE

Anthony N. Caggiano, Mayor

____ day of _____, 20__

Cale Curtis, City Manager

____ day of _____, 20__

ATTEST:

APPROVED AS TO FORM:

Jennifer M. Johnson, City Clerk

____ day of _____, 20__

David N. Tolces, Interim City Attorney

____ day of _____, 20__

ENGINEER

CAROLLO ENGINEERS, INC.

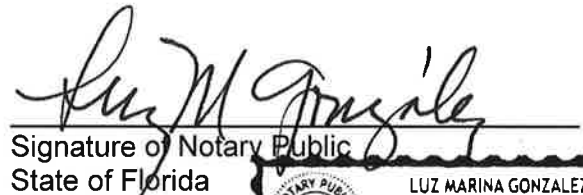
FOR CORPORATION:


Elizabeth Fujikawa, PE, BCEE, LEED AP
Vice President

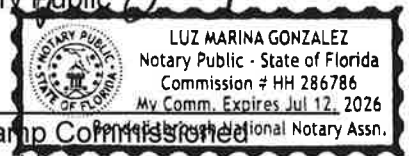
(CORPORATE SEAL)



The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 28 day of August, 2023, by Elizabeth Fujikawa
(name of person acknowledging)


Signature of Notary Public
State of Florida

Print, Type, or Stamp Commissioned
Name of Notary Public



**AGREEMENT BETWEEN CITY OF MARGATE AND ENGINEER FOR RFQ 2023-010
GENERAL CIVIL ENGINEERING, BUILDING ARCHITECTURAL AND LANDSCAPE
ARCHITECTURAL CONSULTING SERVICES**

EXHIBIT A
City of Margate RFQ 2023-010
Carollo Engineers Rate Sheet

TITLE/ROLE	RATE
OFFICER/PRINCIPAL	\$ 293.00
SENIOR PROJECT MANAGER	\$ 245.00
PROJECT MANAGER	\$ 192.00
SENIOR ENGINEER	\$ 193.00
ENGINEER	\$ 165.00
DESIGNER	\$ 132.00
DRAFTER/CADD TECH	\$ 125.00
SENIOR CADD TECH	\$ 145.00
SENIOR INSPECTOR	\$ 160.00
INSPECTOR	\$ 145.00
TRAFFIC ENGINEER	
PROJECT ARCHITECT III	\$ 216.00
PROJECT ARCHITECT II	\$ 171.00
PROJECT ARCHITECT I	\$ 139.00
ARCHITECTURAL INTERN	
LANDSCAPE ARCHITECT	
SENIOR INTERIOR DESIGNER	
DESIGNER	
SURVEYOR	
ARBORIST	
ADMINISTRATION	\$ 100.00
<i>ADDITIONAL ROLES</i>	
LEAD ENGINEER	\$ 210.00
PROFESSIONAL ENGINEER	\$ 175.00
STAFF PROFESSIONAL	\$ 150.00
CONSTRUCTION MANAGER	\$ 200.00
OFFICE SUPPLIES/EXPENSES/PRINTING*	Cost+ 5%
SUB-CONSULTANTS	Cost+ 10%

Elizabeth
Fujikawa

Digitally signed by
Elizabeth Fujikawa
Date: 2023.08.17
13:07:12 -04'00'



CERTIFICATE OF LIABILITY INSURANCE

7/4/2024

DATE (MM/DD/YYYY)

8/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1472613 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
	INSURER B: Allied World Surplus Lines Insurance Company		24319
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 19474662 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	N	GLO 9730569	7/4/2023	7/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	BAP 9730571	7/4/2023	7/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX DED: COMP/COLL \$ 1,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	WC 9730570	7/4/2023	7/4/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	0313-9010	7/4/2023	7/4/2024	EACH CLAIM: \$1,000,000; AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RFQ 2023-010 - General Civil Engineering, Building Architectural, and Landscape Architectural Consulting Services. City of Margate is additional insured as respects general liability and this coverage is primary and non-contributory, as required by written contract. Contractual liability is included in the general liability subject to the policy terms, conditions and exclusions. (SEE ATTACHED.)

CERTIFICATE HOLDER

CANCELLATION See Attachments

19474662

City of Margate
Purchasing Division
5790 Margate Blvd.
Margate FL 33063

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Thirty (30) days' notice of cancellation by the insurer will be provided to the certificate holder, ten (10) days' notice in the event of nonpayment of premium.

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No. 0313-9010
Issued to Carollo Engineers, Inc.
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

CEI Manu (06/23)

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	30

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

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POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	30

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 06 34****NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to
Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.