



AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016 ("EFFECTIVE DATE"), by and between:

MARGATE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, A DEPENDENT DISTRICT of the City of Margate, authorized to do business in the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "**MCRA**"); and CPZ ARCHITECTS, INC., whose address is 4316 West Broward Boulevard, Plantation, Florida 33317 (hereinafter referred to as "**ARCHITECT**").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree to enter into an agreement for GENERAL ARCHITECTURAL SERVICES as outlined in the REQUEST FOR QUALIFICATIONS (RFQ) NO. MCRA 2016-02 ARCHITECTURAL SERVICES attached hereto as Exhibit "A" and made part of this AGREEMENT.

ARTICLE I

THE AGREEMENT DOCUMENTS

1.1 The AGREEMENT Documents consist of all of the following: (i).RFQ No. MCRA

2016-02 Architectural Services attached hereto as Exhibit "A"; (ii) ARCHITECT'S Schedule of Fees and Reimbursable Costs attached hereto as Exhibit "B"; (iii) ARCHITECT'S Certificate of Insurance attached hereto as Exhibit "C"; and (iv) ARCHITECT'S Offeror's Certification, Non-Collusive Affidavit, Offeror's Qualifications Statement, Compliance with Occupational and Safety and Act Form, and Drug-Free Workplace Program Form, all of which are made a part of this AGREEMENT.

- 1.2 Any additional documents which are required to be submitted under the AGREEMENT, TASK ORDERS (as hereinafter defined), and all amendments, modifications and supplements issued on or after the effective date of the AGREEMENT, shall also become part of this AGREEMENT.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 ARCHITECT agrees that this is a non-exclusive agreement and the services shall consist of the work set forth in negotiated and authorized description of work and/or task(s) based on the fee and reimbursable cost schedule included as Exhibit "B" attached hereto ("TASK ORDER"). Each proposed TASK ORDER shall be submitted by ARCHITECT as directed by MCRA in the form of a proposal which, at minimum shall include: (i) a detailed listing and description of each individual task to be performed under the scope of services, including deliverables as applicable; (ii) a time schedule for each task; (iii) the total cost for each task, inclusive of all fees and costs to be incurred by MCRA; and, (iv) cost backup per task, reflecting the estimated hours to be spent by each personnel rate category shown in Exhibit "B". In addition,
- 2.2 ARCHITECT agrees to meet with the MCRA at reasonable times and with reasonable notice.

ARTICLE 3

TIME OF PERFORMANCE

- 3.1 The work to be performed under this AGREEMENT shall be commenced on the date provided in each TASK ORDER. The AGREEMENT term shall be for a period of two (2) years and may be renewed for an additional three (3) one (1) year extensions (maximum of five years total), providing all terms and conditions remain the same except as set forth in Paragraph 4.7 herein, and subject to availability of funding.

- 3.2 The delivery of a fully executed copy of this AGREEMENT shall serve as ARCHITECT'S Notice to Proceed. The ARCHITECT must receive the separate written approval of the MCRA Executive Director or her designee ("CONTRACT ADMINISTRATOR") prior to beginning the performance of services under any TASK ORDER(S) or in any subsequent Phase of the AGREEMENT.
- 3.3 TIME IS OF THE ESSENCE OF THIS AGREEMENT. The ARCHITECT shall perform the Services in accordance with the time frames set forth in the TASK ORDER(S) or as otherwise specified by this AGREEMENT.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

- 4.1 The ARCHITECT shall submit invoices for payment for work completed on a monthly basis. Payments shall be based on ARCHITECT's Schedule of Fees and Reimbursable Costs attached hereto as Exhibit "B" and in accordance with the applicable TASK ORDER approved by MCRA.
- 4.2 All invoicing of reimbursable expenses shall include a detailed statement of such expenses, documented by paid receipts or other evidence of payment.
- 4.3 No work shall be invoiced at rates above those shown in Exhibit "B" without the prior written approval of the CONTRACT ADMINISTRATOR, which approval may be withheld in MCRA's sole discretion, subject to the provisions of paragraph 4.7 hereof.
- 4.4 Payments shall be made upon MCRA'S determination that the invoiced portions of the work have been successfully completed and duly authorized. MCRA shall not be responsible for payment for any work not authorized in writing by the CONTRACT ADMINISTRATOR.
- 4.5 MCRA shall make payment to ARCHITECT within 30 calendar days of invoice approval.
- 4.6 Payment will be made to ARCHITECT at:

4316 W. Broward Blvd.,
Plantation, FL 33317

- 4.7 Rates shall remain fixed for the initial two (2) year term of the AGREEMENT. Rates

for any extension term are subject to negotiation between MCRA and ARCHITECT and changes may require MCRA Board approval. In the event the ARCHITECT wishes to adjust the rates for the extension term, ARCHITECT shall notify the MCRA in writing ninety (90) days prior to the AGREEMENT anniversary date, and include in the notice the requested adjustments, including full documentation of the requested changes. If no notice is received by that date, it will be deemed by the MCRA that no adjustment is requested by the ARCHITECT and that the rates will remain constant during the extension term. If the MCRA wishes an adjustment, it will notify the ARCHITECT under the same terms and schedule. Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on rates for the extension term, which in no event will exceed a maximum 5% increase. In the event that the rates cannot be resolved to the MCRA's satisfaction the CONTRACT ADMINISTRATOR reserves the right to terminate the AGREEMENT at the end of the initial AGREEMENT term.

ARTICLE 5

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

- 5.1 The MCRA, 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 either a TASK ORDER or 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.
- 5.2 Additional services beyond the programmed scope of work is either an hourly additional service at a guaranteed maximum cost or lump sum additional service, all based on the ARCHITECT 's Schedule of Fees and Reimbursable Costs attached hereto as Exhibit "B", as same may be amended pursuant to this AGREEMENT.
- 5.3 The authorization of all work under the Scope of Services, changes in the Scope of Services, and any additional services shall be in accordance with the MCRA Procurement and Purchasing Policy.
- 5.4 The compensation and time of performance under this AGREEMENT shall be changed only by TASK ORDER or written amendment executed by MCRA and ARCHITECT.

ARTICLE 6

MCRA'S OBLIGATIONS

- 6.1 Furnish to ARCHITECT, when available, such data as required for performance of ARCHITECT's Scope of Services, which may include core borings, probing, 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, prior reports and data, property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations unless such data is to be furnished by the ARCHITECT.
- 6.2 Arrange for access to and make all provisions for ARCHITECT to enter upon public and private property as required for ARCHITECT to perform its services.
- 6.3 Give notice to ARCHITECT whenever the MCRA observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT'S services.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 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 in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 7.2 Should any part, term or provision of this AGREEMENT be determined by the courts to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 7.3 ARCHITECT shall not assign or transfer the AGREEMENT or its rights, title or interests therein without MCRA'S prior written approval. The obligations undertaken by ARCHITECT pursuant to the AGREEMENT shall not be delegated or assigned to any other person or firm unless MCRA shall first consent in writing to the assignment.

7.4 This AGREEMENT, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by amendment in writing signed by each party.

7.5 MCRA AND ARCHITECT 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 AGREEMENT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

7.6 If the MCRA incurs any expense in enforcing the terms of this AGREEMENT whether suit be brought or not, ARCHITECT 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 ARCHITECT'S work.

7.7 This AGREEMENT may be terminated by either party for cause, or by the MCRA by convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination in which event the ARCHITECT shall be paid its compensation for approved services performed to the termination date including all reimbursable expenses then due or incurred to such date of termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by ARCHITECT shall become the property of the MCRA and shall be delivered by ARCHITECT to the MCRA upon payment by the MCRA for all services performed by the ARCHITECT.

7.8 Drawings, specifications, designs, models, photographs, reports, surveys, and other data provided under this AGREEMENT are and shall remain the property of the MCRA 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 ARCHITECT maintains.

7.9 ARCHITECT 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 and any expenses charged pursuant to this AGREEMENT. Such books and records will be available at all reasonable times for examination and audit by the MCRA 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 and records will be grounds for disallowance by MCRA of any fees or expenses based upon such entries.

- 7.10 **EQUAL OPPORTUNITY EMPLOYMENT:** ARCHITECT 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.
- 7.11 ARCHITECT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ARCHITECT 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 ARCHITECT 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 MCRA shall have the right to terminate the AGREEMENT without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 7.12 In the event the ARCHITECT, 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, ARCHITECT shall secure the prior written approval of the Contract Administrator or her designee.
- 7.13 **INDEMNIFICATION:**
 - (a) ARCHITECT agrees to pay on behalf of and defend the MCRA from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of ARCHITECT, its employees, or agents including death in connection with services under this AGREEMENT.
 - (b) To the extent allowable by law, MCRA agrees to indemnify and defend ARCHITECT from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of MCRA, its employees, or

agents in connection with the services under this AGREEMENT.

- (c) If the negligence or willful misconduct of both the ARCHITECT and MCRA (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 ARCHITECT and MCRA as provided by law.

7.14 INSURANCE: ARCHITECT 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. The Commercial General Liability policy shall provide contractual liability coverage as provided by the Standard ISO Policy Form CG 00 01. United States Treasury-approved companies authorized to do business in the State of Florida shall issue such policy or policies. ARCHITECT shall specifically name the MCRA as additional insured under the Commercial General Liability insurance policy hereinafter described.

- (a) Professional Liability Insurance: The limits of liability provided by such policy shall be no less than five hundred thousand dollars (\$500,000) each claim and annual aggregate.
- (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 MCRA with thirty days (30 days) notice of cancellation.
- (c) Commercial General Liability with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and \$1,000,000 general aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy ISO CG 00 01, without restrictive endorsements, as filed by the Insurance Services Office and must include:
 - Premises and/or Operations
 - Independent Contractors

Broad Form Property Damage

Contractual Liability Coverage

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 MCRA and the City of Margate are to be included as "Additional Insured" with respect to liability arising out of operations performed for MCRA 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 the MCRA with thirty (30) days notice of cancellation.

(d) Business Automobile Liability with minimum limits of \$1,000,000 per accident 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 the MCRA with thirty (30) days notice of cancellation.

(e) ARCHITECT shall provide to the MCRA a Certificate of Insurance or a copy of all insurance policies required by Article 7.14 including any subsection hereunder. The MCRA reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that MCRA shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

7.15 REPRESENTATION: It is recognized that questions in the day-to-day conduct of the work under this AGREEMENT will arise. The CONTRACT ADMINISTRATOR shall act as the MCRA'S representative/agent to whom all communication on the day-to-day conduct under this AGREEMENT shall be addressed. ARCHITECT shall inform the CONTRACT ADMINISTRATOR in writing of the representative of ARCHITECT to whom matters involving the conduct of the Project shall be addressed.

7.16 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, or electronically with receipt acknowledged, and 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 MCRA:

Diane Colonna, Executive Director
Margate Community Redevelopment Agency
5790 Margate Boulevard
Margate, FL 33063

FOR ARCHITECT:

Chris P. Zimmerman, AIA, President
CPZ Architects, Inc.
4316 W. Broward Blvd.
Plantation, FL 33317

7.17 TRUTH-IN-NEGOTIATION CERTIFICATE: Signature of this AGREEMENT by ARCHITECT 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 MCRA 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.

7.18 INDIVIDUAL PROTECTION: It is intended by the parties to this Agreement that the ARCHITECT'S services in connection with the project shall not subject the ARCHITECT'S individual employees, officers or directors to any personal legal exposure for risks associated with this project. MCRA agrees that as the MCRA'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ARCHITECT, a Florida corporation, and not against any of the ARCHITECT'S employees, officers or directors. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE ARCHITECT'S CORPORATION

IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

IN WITNESSETH WHEREOF, the MCRA and ARCHITECT have signed this AGREEMENT in duplicate. One counterpart each has been delivered to MCRA and ARCHITECT. All portions of the AGREEMENT have been signed or identified by MCRA and ARCHITECT.

IN WITNESSETH WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

MARGATE COMMUNITY REDEVELOPMENT AGENCY

Frank Talerico, Chair

 day of , 2015

Diane Colonna, Executive Director

 day of , 2015

WITNESS:

Courtney Easley, CRA Coordinator

 day of , 2015

APPROVED AS TO FORM:

Eugene M. Steinfeld, Board Attorney

 day of , 2015

FOR ARCHITECT

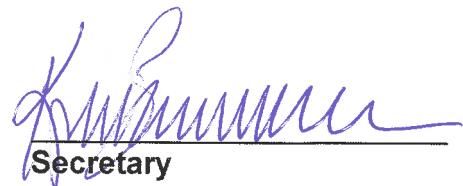
FOR CORPORATION: CPZ ARCHITECTS, INC.



President

28 day of Jan, 2015

(CORPORATE SEAL)



Secretary

28 day of Jan, 2015

**AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY
(MCRA) AND CPZ ARCHITECTS, INC. (ARCHITECT)**

EXHIBIT “A”

RFQ MCRA 2016-02

EXHIBIT "B"
Schedule of Fees and Reimbursable Costs



Hourly Rates

"DESIGNING QUALITY ARCHITECTURE THAT BUILDS LASTING RELATIONSHIPS"

**City of Margate
Fee Schedule by hourly rates
January 18, 2016**

CPZ ARCHITECTS, INC.

4816 West Broward Boulevard, Plantation, Florida 33317

2009-10-08 10:45:00, 8 Sept 2011, 10:45:00, 2011-09-08 10:45:00

354,722,8525,7A8,161,772,2617

Architects www.CPAARCHITECTS.COM

EXHIBIT “C”

Insurance Certificates

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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 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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	813 321-7500 FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indemnity Company of	25682
INSURED	INSURER B: Travelers Indemnity Company	25658
	INSURER C: Travelers Casualty & Surety Co	19038
	INSURER D: Wesco Insurance Company	25011
	INSURER E:	
	INSURER F:	

COVERAGE	CERTIFICATE NUMBER:	REVISION NUMBER:			
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 SUBR INSR WVD			
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X 6804880L560	POLICY EFF (MM/DD/YYYY) 09/08/2015	POLICY EXP (MM/DD/YYYY) 09/08/2016	LIMITS
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X 6804880L560	09/08/2015	09/08/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X X CUP006G40395	12/10/2015	09/08/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A X UB7327Y233	10/16/2015	10/16/2016	X PER STATUTE OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability	ARA109275202	10/17/2015	10/17/2016	\$2,000,000 per claim \$2,000,000 annl. agrgr.

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

Professional liability is written on a claims made basis.

MCRA and City of Margate are additional insureds with respect to General Liability, Auto Liability and Umbrella Liability as required by written contract. 30 Days Cancellation Notice

CERTIFICATE HOLDER

CANCELLATION

MCRA and City of Margate
5790 Margate Boulevard
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



OFFEROR'S CERTIFICATION R.F.Q. MCRA 2016-02

WHEN OFFER IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 17 day of November, 2015.

CPZ Architects, Inc.

Printed Name of Corporation

Florida

Printed State of incorporation

By:

Signature of President or other authorized officer

(CORPORATE SEAL)

ATTEST:

By _____
Secretary



Chris P. Zimmerman, AIA

Printed Name of President or other authorized officer

4316 W. Broward Blvd.

Address of Corporation

Plantation, FL 33317

City/State/Zip

954-792-8525

Business Phone Number

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 17 day of November, 2015, by Chris P. Zimmerman, AIA (Name), President (Title) of CPZ Architects, Inc. (Company Name) on behalf of the corporation, who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

WITNESS my hand and official seal.



Notary Public



PAMELA DE VERTEUIL
MY COMMISSION # FF 044484
EXPIRES: August 14, 2017
Boarded Thru Budget Notary Services

Name of Notary Public: Print, Stamp, or Type as Commissioned

OFFEROR'S QUALIFICATION STATEMENT R.F.Q. MCRA 2016-02

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Margate (Purchasing Manager)

ADDRESS: 5790 Margate Boulevard
Margate, Florida 33063

CIRCLE ONE

SUBMITTED BY:

NAME: CPZ Architects, Inc.

ADDRESS: 4316 W. Broward Blvd.,

PRINCIPAL OFFICE: Plantation, FL 33317 Other

Principal Office is the same.

Corporation

Partnership

Individual

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: CPZ Architects, Inc.

The address of the principal place of business is: 4316 W. Broward Blvd., Plantation, FL 33317

2. If Offeror is a corporation, answer the following:

- a. Date of Incorporation: 12/02/2002
- b. State of Incorporation: Florida
- c. President's name: Chris P. Zimmerman
- d. Vice President's name: N/A
- e. Secretary's name: Kim Zimmerman
- f. Treasurer's name: Chris P. Zimmerman
- g. Name and address of Resident Agent: Angela Delgado
665 SE 10th Street, Ste 201
Deerfield Beach, FL 33441

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization: N/A

b. Name, address and ownership units of all partners:

N/A

c. State whether general or limited partnership:

N/A

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

13 years

a. Under what other former names has your organization operated?

N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this LOI. Please attach certificate of competency and/or state registration.

CPZ Architects, Inc. AA26000685
Chris P. Zimmerman AR0010995
Corp. Doc # P02000128253

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

(Signature)

Chris P. Zimmerman

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 17 day of November, 2015 by Chris P. Zimmerman, who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

WITNESS my hand and official seal.



(Name of Notary Public: Print, Stamp, or Type as Commissioned)



NON-COLLUSIVE AFFIDAVIT FOR R.F.Q. MCRA 2016-02

State of Florida)
County of Broward)
ss.

Chris P. Zimmerman, AIA being first duly sworn, deposes and says that:

He/she is the Owner, Owner, Partner, Officer, Representative or Agent of CPZ Architects, Inc., the Offeror that has submitted the attached Proposal;

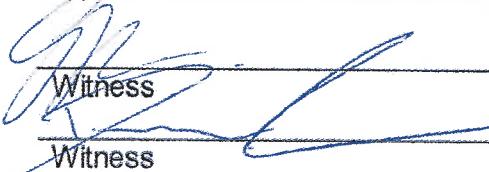
He/she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:



Witness

Witness



By _____

Chris P. Zimmerman, AIA

Printed Name

President

Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT FOR R.F.Q. MCRA 2016-02

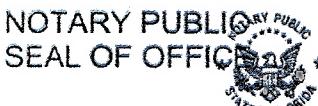
State of Florida
County of Broward

On this the 17 day of November, 2015, before me, the undersigned Notary Public of the State of Florida, personally appeared

Chris P. Zimmerman, AIA _____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.



PAMELA DE VERTEUIL
MY COMMISSION # FF 044484
EXPIRES: August 14, 2017
Banded Thru Budget Notary Services


NOTARY PUBLIC, STATE OF FLORIDA

Pamela De Verteuil
(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

Personally known to me, or
 Produced identification:

N/A
(Type of Identification Produced)

DID take an oath, or DID NOT take an oath

DRUG-FREE WORKPLACE PROGRAM FORM BID NO. MCRA 2016-02

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect the MCRA reserves the right to make final Decisions in the MCRA's best interest. In order to have a Drug-free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation. If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER:

DATE: 1-28-16

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

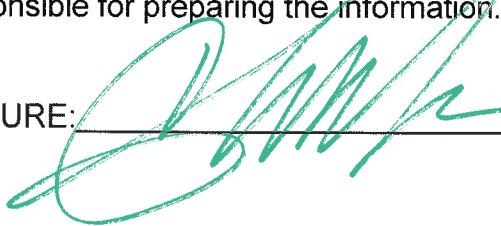
Bidder certifies that all material, equipment, etc. contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

OCCUPATIONAL HEALTH AND SAFETY MATERIAL SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a MATERIAL SAFETY DATA SHEET (MSDS). The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
 1. The potential for fire, explosion, corrosivity and reactivity;
 2. the known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. the primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

SIGNATURE:



DATE: 1-28-16