

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 699

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY, APPROVING AN AGREEMENT WITH GAI CONSULTANTS, INC., IN RESPONSE TO RFP MCRA 2023-01 FOR CONSULTING SERVICES FOR THE MARGATE COMMUNITY REDEVELOPMENT AGENCY REDEVELOPMENT PLAN UPDATE; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY OF MARGATE, FLORIDA:

SECTION 1: That the Board of the Margate Community Redevelopment Agency approves the Agreement with GAI Consultants, Inc., for consulting services for the Margate Community Redevelopment Agency Redevelopment Plan Update, a copy of which is attached hereto as Exhibit "A".

SECTION 2: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED, AND APPROVED THIS 16<sup>th</sup> day of February, 2023.



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Chair Tommy Ruzzano

RECORD OF VOTE

Simone	<u>YES</u>
Arserio	<u>YES</u>
Schwartz	<u>YES</u>
Caggiano	<u>YES</u>
Ruzzano	<u>YES</u>



## **CONTRACT**

THIS CONTRACT made and entered into this 16 day of February, 2023, by and between:

MARGATE COMMUNITY REDEVELOPMENT AGENCY (MCRA), MARGATE, FLORIDA, a dependent special district, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "MCRA") or (OWNER); and GAI Consultants, Inc., a Pennsylvania corporation, whose mailing address is 618 East South Street, Suite 700, Orlando, Florida 32801 (hereinafter referred to as "CONTRACTOR").

## **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 as follows:

## **ARTICLE I**

### **THE CONTRACT DOCUMENTS**

The Contract Documents consist of all of the following: Request for Proposal (RFP) 2023-01 document in its entirety, CONTRACTOR'S executed RFP Proposal Form, Offeror's Certification Form, Offeror's Qualification Form, Non-Collusive Affidavit, Scrutinized Company Certification, Drug Free Workplace, E-Verify Form and proof of insurance which are made a part of this contract, and any additional documents which are required to be submitted under the Contract,

and all amendments, modifications and supplements issued on or after the effective date of the Contract.

## **ARTICLE 2**

### **SCOPE OF THE WORK**

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies, insurance, required licenses, permits and services necessary to perform all of the WORK required by the Contract Documents for the development of the amended MCRA Plan by providing a comprehensive MCRA Plan update as described in Section II, Scope of Services in:

#### **RFP 2023-01 CONSULTING SERVICES FOR MCRA REDEVELOPMENT PLAN UPDATE**

## **ARTICLE 3**

### **CONTRACT TIME**

**TIME IS OF THE ESSENCE OF THIS CONTRACT.** The WORK to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed or Purchase Order and subject to authorized adjustments and shall be totally complete and ready for final payment within 365 calendar days from the date of Contract Commencement. Failure to achieve timely completion shall be regarded as a breach of this Contract and subject to appropriate remedies.

## **ARTICLE 4**

### **CONTRACT SUM**

**4.1. THIS IS A LUMP SUM CONTRACT BASED ON STANDARD BASE SERVICES AND DELIVERABLES.** MCRA shall pay to CONTRACTOR the amount not to exceed Ninety-Five Thousand Three Hundred Forty and 00/100 Dollars (\$95,340) upon its determination that all associated work has been completed.

4.2. Contractor shall submit an invoice for all work completed and accepted by the MCRA upon completion of each of the Four Phases of the project. This price shall be full compensation for all costs associated with completion of all the WORK in full conformity with the requirements as stated or shown, or both in the Contract Documents.

#### **4.3 CHANGES IN THE WORK**

- a. OWNER, without invalidating this Contract, may order additions, deletions or revisions to the WORK. Such additions, deletions or revisions shall be authorized by a Written Amendment, Change Order or Work Directive Change.
- b. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this project, increase the cost of the WORK to OWNER or which extend the time for completion, must be formally authorized and approved by the OWNER'S Board prior to their issuance and before WORK may begin. No claim against OWNER for extra WORK in furtherance of such change order shall be allowed unless prior approval has been obtained.

Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this project, increase the cost of the WORK to the OWNER not in excess of ten percent (10%) or \$25,000. (whichever is lesser) may be approved by signed approval of the Executive Director of the Margate Community Redevelopment Agency.

No claim against OWNER for extra WORK in furtherance of a Change Order shall be allowed unless prior approval pursuant to this section has been obtained.

## **ARTICLE 5**

### **PAYMENT**

5.1 The CONTRACTOR shall requisition payment for WORK completed. Payment shall be made as above provided upon full completion of the job as determined by MCRA together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by MCRA. MCRA shall make payment to CONTRACTOR within 30 calendar days after its approval.

5.2 MCRA may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a. Defective WORK not remedied.
- b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
- c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
- d. Damage to the MCRA or another contractor not remedied.
- e. Reasonable evidence that the WORK cannot be completed for the unpaid balance of

the Contract time

- f. Reasonable evidence that the WORK will not be completed within the Contract Time.
- g. Persistent failure to carry out the WORK in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the MCRA which will protect the MCRA in the amount withheld, payment may be made in whole or in part.

## **ARTICLE 6**

### **FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the MCRA to the CONTRACTOR when all outstanding WORK has been completed and all controversy regarding the preceding has been settled to the MCRA'S satisfaction.

## **ARTICLE 7**

### **SPECIAL PROVISIONS**

**Refer to Appendix A – City Zoning Map; Future Land Use Map; Margate CRA Plan**

## **ARTICLE 8**

### **MISCELLANEOUS PROVISIONS**

8.1 Terms used in this agreement which are defined in the Special Provisions and Miscellaneous Provisions of the Contract shall have the meanings designated in those Conditions.

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

8.3 Should any part, term or provision of this Contract be by the courts decided 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.

8. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without MCRA'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless

MCRA shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the MCRA may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

8.5 This Contract, 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.

8.6 MCRA AND CONTRACTOR 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 WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

8.7 CONTRACTOR agrees to indemnify, defend, save, and hold harmless the MCRA, their officers and employees, and agents, from or on account of all damages, losses, liabilities and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this construction contract.

8.8 The parties waive the privilege of venue and agree that all litigation between them shall take place in the state court in Broward County, Florida.

8.9 During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will be secured by guying and shoring, or removing or tying down loose materials, equipment and construction sheds.

8.10 **INSURANCE: AT THE TIME OF EXECUTION OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF MARGATE AND THE MARGATE COMMUNITY REDEVELOPMENT AGENCY ARE AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.** Insurance companies selected must be acceptable by the MCRA. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to MCRA by certified mail.

The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which must include the following coverage and minimum limits of liability (Refer to Attachment A – Certificate(s) of Insurance. **Additionally, any subcontractor hired by the CONTRACTOR for this project shall provide insurance coverage as stated herein on Attachment “A”.**

8.11 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**

**8.12 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.

#### 8.13 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.*

IN WITNESSETH WHEREOF, MCRA and CONTRACTOR have signed this Contract in triplicate on the day and year first above written. Two counterparts have been delivered to MCRA and one counterpart to CONTRACTOR. All portions of the Contract Documents have been signed or identified by MCRA and CONTRACTOR.

**MARGATE COMMUNITY REDEVELOPMENT AGENCY**

  
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Tommy Ruzzano, Chair

16 day of February, 2023

  
\_\_\_\_\_  
Cale Curtis, Executive Director

16 day of February, 2023

WITNESS:

  
\_\_\_\_\_  
Rita Rodi, CRA Coordinator

16 day of February, 2023

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David N. Tolces, MCRA Board Attorney

16 day of February, 2023

**CONTRACTOR: GAI CONSULTANTS, INC.**

Peter C Sechler  
\_\_\_\_\_  
Print Name and Title


15<sup>th</sup> day of February, 2023

  
\_\_\_\_\_  
Signature

WITNESS:

Christina Lorenzo  
\_\_\_\_\_  
Print Name and Title

15<sup>th</sup> day of February, 2023

  
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Signature