



AGREEMENT BETWEEN
CITY OF MARGATE
AND
CARNAHAN, PROCTOR AND CROSS, INC.
FOR
R.F.Q. 2018-012 CIVIL ENGINEERING SERVICES

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

AND

Carnahan, Proctor and Cross, 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: Carnahan, Proctor and Cross, 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 R.F.Q. 2018-012 CIVIL ENGINEERING 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 Carnahan, Proctor and Cross, 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 - Carnahan, Proctor and Cross, Inc. 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 three (3) years with an option to renew for one (1) additional two (2) 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 - Carnahan, Proctor and Cross, Inc. Hourly Rate Schedule" and to reimburse the 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 – Carnahan, Proctor and Cross, Inc. 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 – Carnahan, Proctor and Cross, Inc. Hourly Rate Schedule" shall be subject to adjustment at the ENGINEER's request on October 1 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 – Carnahan, Proctor and Cross, Inc. 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 Lump Sum Contracts: 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 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:

Carnahan, Proctor and Cross, Inc.
814 S. Military Trail
Deerfield Beach, FL 33442

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 – Carnahan, Proctor and Cross, Inc. 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 to incurred to such date of termination. In the event that the ENGINEER abandons this Agreement or causes it to be terminated, he 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 five hundred thousand dollars (\$500,000) 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 \$1, 000,000 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 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.

8.11.3 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 matters to be accomplished in this Agreement, 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, amendments, or alterations 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:

Mr. Dan Tintner, P.E.
Carnahan, Proctor and Cross, Inc.
814 S. Military Trail
Deerfield Beach, FL 33442

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 (TYPICAL):

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 THIRD PARTIES:

The services to be performed by ENGINEER are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and

no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.

- 8.17 ENGINEER will give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority on the performance of the work. Such compliance includes but is not limited to compliance with all with Title 2 Code of Federal Regulations (CFR) Part 200, and all other applicable Federal, State and local regulations, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Contract. CITY will not be responsible for monitoring ENGINEER'S compliance with any laws or regulations.

8.18 SCRUTINIZED COMPANIES:

In accordance with section 278.135, 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 section 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 section 215.73, Florida Statutes; or
 - ii. Is engaged in business operations in 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.

8.19 INDEMNIFICATION:

Engineer will indemnify and defend the City's officers, directors, and employees ("Agency Indemnitees") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omissions, or willful misconduct of the ENGINEER under or related to this Agreement, except in the case of negligent acts, omissions, or willful misconduct of the City or claims that fall under Workers Compensation Coverage.

8.20 NO WAIVER OF SOVEREIGN IMMUNITY:

Nothing contained herein is intended to service as a waiver of sovereign immunity by the City or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

8.21 REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of contract.

PUBLIC RECORDS: The ENGINEER 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 to perform the service.
- B. Upon request from the CITY'S custodian of public records, provide the CITY 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 ENGINEER does not transfer the records to the CITY.
- D. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the ENGINEER or keep and maintain public records required by the CITY to perform the service. If the ENGINEER transfers all public records to the CITY upon completion of the Agreement, the

ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ENGINEER keeps and maintains public records upon completion of the Agreement, the ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

- E. IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone number:

(954) 954-972-6454

E-mail address:

recordsmanagement@margatefl.com

Mailing address:

**5790 Margate Boulevard,
Margate, FL 33063**

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 _____, 2019, and Carnahan, Proctor and Cross, Inc. signing by and through its representatives is duly authorized to execute same.

CITY OF MARGATE

Anthony N. Caggiano, Mayor

Samuel A. May, City Manager

____ day of _____, 2019

____ day of _____, 2019

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk

Jim Cherof, Interim City Attorney

____ day of _____, 2019

____ day of _____, 2019

AGREEMENT BETWEEN ENGINEER AND CITY FOR RFQ 2018-012 CIVIL
ENGINEERING SERVICES TO PROVIDE CIVIL ENGINEERING SERVICES.

CONTRACTOR

CARNAHAN, PROCTOR AND CROSS, INC.

FOR CORPORATION:

Mr. Dan Tintner, P.E.

_____ day of _____ 2019

(CORPORATE SEAL)

_____ day of _____ 2019

AGREEMENT BETWEEN ENGINEER AND CITY FOR RFQ 2018-012 CIVIL
ENGINEERING SERVICES TO PROVIDE CIVIL ENGINEERING SERVICES.



Exhibit A
RFQ 2018-012
Civil Engineering Services

Date: 11/21/2018

Spencer Shambray, CPPB
City of Margate
Purchasing Division
5790 Margate Boulevard
Margate, FL 33063

RE: RFQ 2018-012 Civil Engineering Services

Dear Mr. Shambray:

We want to thank the City of Margate for giving us the opportunity to serve the City once again. **Carnahan, Proctor and Cross, Inc., (CPC)**, is pleased to submit our rates to provide Professional Civil Engineering Services to the City of Margate.

Carnahan Proctor Cross Inc.	
TITLE/ROLE	RATE 1
Officer/Principal	\$ 250.00
Project Manager	\$ 180.00
Senior Engineer	\$ 190.00
Engineer	\$ 125.00
Senior Designer	\$ 140.00
Designer	\$ 120.00
Drafter	\$ 95.00
Construction Manager	\$ 150.00
Senior Inspector	\$ 110.00
Inspector	\$ 95.00
Clerical	\$ 75.00
Senior Landscape Architect	\$ 120.00
Senior Survey Project Manager	\$ 175.00
Project Surveyor	\$ 150.00
Field Survey Crew (3 -person)	\$ 160.00
Field Survey Crew (2 -person)	\$ 135.00
Office Supplies/Expenses	Cost +10%*
Sub-Consultants	Cost +10%*
*Not to exceed 10%	

ACAI Associates Inc.	
TITLE/ROLE	RATE 1
Officer/Principal	\$ 250.00
Project Manager	\$ 200.00
Senior Engineer - Architect	\$ 175.00
Engineer - Architect	\$ 140.00
Senior Designer	\$ 110.00
Designer - Job Captain	\$ 95.00
Drafter	\$ 90.00
Senior Inspector	\$ 105.00
Inspector	\$ 80.00
Clerical	\$ 75.00
Assoc Principal/Contract Administrator	\$ 170.00
Senior Landscape Architect	\$ 165.00
Office Supplies/Expenses	Cost + 10%*
Sub-Consultants	Cost +10%*
*Not to exceed 10%	

Sincerely,

Carnahan Proctor and Cross, Inc. Carnahan Proctor and Cross, Inc.

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CIVIL ENGINEERING GEOMATICS/SURVEY CONSTRUCTION SERVICES

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