MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 476

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY (MCRA), AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN KEITH & ASSOIATES, INC. AND THE MARGATE COMMUNITY REDEVELOPMENT AGENCY.

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, hereby authorizes the execution of an agreement with Keith & Associates, Inc., and the Margate Community Redevelopment Agency for continuing engineering services.

SECTION 2: That the Chairman and the Executive Director are hereby authorized and directed to execute said agreement on behalf of the Margate Community Redevelopment Agency, a copy of which is attached hereto and specifically made a part of this Resolution as Attachment "A".

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 10TH DAY Of FEBRUARY, 2016.

Chair Frank Talerico

RECORD OF VOTE

Peerman	Yes
Bryan	Yes
Ruzzano	Yes
Simone	Yes
Talerico	Aye

MARGATE
CRA

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of FEBRUARY, 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 KEITH & ASSOCIATES, Inc., whose address is 301 East Atlantic Boulevard, Pompano Beach, Florida 33060, (hereinafter referred to as "**ENGINEER**").

W I T N E S S E T H:

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 ENGINEERING CONSULTING SERVICES as outlined in the REQUEST FOR QUALIFICATIONS (RFQ) NO. MCRA 2016-01GENERAL ENGINEERING CONSULTING 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

2016-01 General Engineering Consulting Services attached hereto as Exhibit "A"; (ii) ENGINEER's Schedule of Fees and Reimbursable Costs attached hereto as Exhibit "B"; (iii) ENGINEER'S, Certificate of Insurance attached hereto as Exhibit "C"; and (iv) ENGINEER"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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER'S Notice to Proceed. The ENGINEER 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 ENGINEER 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 ENGINEER shall submit invoices for payment for work completed on a monthly basis. Payments shall be based on ENGINEER'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 ENGINEER within 30 calendar days of invoice approval.

4.6 Payment will be made to ENGINEER at:

Keith and Associates, Inc.
301 East Atlantic Boulevard
Pompano Beach, FL 33060

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 ENGINEER and changes may require MCRA Board approval. In the event the ENGINEER wishes to adjust the rates for the extension term, ENGINEER 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 ENGINEER and that the rates will remain constant during the extension term. If the MCRA wishes an adjustment, it will notify the ENGINEER 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 ENGINEER'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 ENGINEER.

ARTICLE 6

MCRA'S OBLIGATIONS

6.1 Furnish to ENGINEER, when available, such data as required for performance of ENGINEER's Scope of Services, which may include 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, 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 ENGINEER.

6.2 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.

6.3 Give notice to ENGINEER whenever the MCRA observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'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 ENGINEER shall not assign or transfer the AGREEMENT or its rights, title or interests therein without MCRA'S prior written approval. The obligations undertaken by ENGINEER 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 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 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, 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.

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 ENGINEER 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 ENGINEER shall become the property of the MCRA and shall be delivered by ENGINEER to the MCRA upon payment by the MCRA for all services performed by the ENGINEER.

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 ENGINEER maintains.

7.9 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 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:** 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.

7.11 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 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 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 shall secure the prior written approval of the Contract Administrator or her designee.

7.13 INDEMNIFICATION:

(a) ENGINEER 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 ENGINEER, 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 ENGINEER 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 ENGINEER 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 ENGINEER and MCRA as provided by law.

7.14 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. 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. ENGINEER 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) ENGINEER 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. ENGINEER shall inform the CONTRACT ADMINISTRATOR in writing of the representative of ENGINEER 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 ENGINEER:

Eliot Lazowick, Executive Vice President
Keith and Associates, Inc.
301 East Atlantic Boulevard
Pompano Beach, FL 33060

7.17 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 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.

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

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

10th day of February, 2015

Diane Colonna, Executive Director

10th day of February, 2015

WITNESS:

Courtney Easley, CRA Coordinator

10th day of February, 2015

APPROVED AS TO FORM:

Eugene M. Steinfeld, Board Attorney

10th day of February, 2015

FOR ENGINEER

FOR CORPORATION: KEITH & ASSOCIATES, INC.



President

2 day of February, 20156

(CORPORATE SEAL)



Secretary

2 day of February, 20156

AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY (MCRA) AND KEITH & ASSOCIATES, INC. (ENGINEER)

EXHIBIT "A"

RFQ MCRA 2016-01

EXHIBIT "B"
SCHEDULE OF FEES AND REIMBURSABLE COSTS

KEITH
consulting engineers
301 East Atlantic Boulevard Pompano Beach, Florida 33060-6643
Tel 954-788-3400 Fax 954-788-3500

EXHIBIT A
PROFESSIONAL SERVICE FEE SCHEDULE

	Hourly Rate
01 Administrative Assistant	$50.00
11 Technician	$80.00
15 Senior Technician	$90.00
30 Associate Planner	$90.00
32 Senior Planner (AICP)	$125.00
33 Landscape Designer	$80.00
34 Senior Landscape Designer	$100.00
35 Landscape Architect (RLA)	$125.00
36 ISA Certified Arborist	$125.00
50 Project Engineer	$100.00
51 Senior Project Engineer	$115.00
52 Professional Engineer (PE)	$125.00
53 Field Representative	$75.00
54 Sr Field Representative	$90.00
60 Project Manager	$125.00
61 Senior Project Manager	$160.00
70 Principal	$190.00
72 Expert Witness Testimony	$250.00
76 BIM Modeler	$110.00
77 GIS Specialist	$100.00
78 Project Surveyor	$95.00
79 Senior Project Surveyor.	$110.00
80 Professional Surveyor & Mapper (PSM).	$120.00
81 Survey Party (2) Person	$110.00
82 Survey Party (3) Person	$130.00
83 Survey Laser Scanning	$125.00
90 Utility Crew Supervisor	$70.00
91 Utility Locating Technician	$60.00
92 Utility Project Manager	$100.00
93 Utility Project Engineer	$125.00
95 Utility Field Technician	$40.00
96 Utility Designating/GPR	$200.00
97 Vacuum Excavation Test Hole (Pervious Surface)	$350.00/Each
98 Vacuum Excavation Test Hole (Impervious Surface)	$400.00/Each

Effective 01/01/2015

EXHIBIT "C"

Insurance Certificates

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/28/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Tina Shannon PHONE (A/C, No, Ext): (954)943-5050 FAX (A/C, No): (954)942-6310 E-MAIL ADDRESS: tina@furmaninsurance.com
INSURED Keith & Associates Inc 301 E Atlantic Boulevard Pompano Beach FL 33060	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Transportation Ins Co — 20494 INSURER B: Continental Insurance Co — 35289 INSURER C: Continental Casualty Co — 20443 INSURER D: Catlin Insurance Company, Inc INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 15-16 Liablity Master 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	Y	5084976405	2/19/2015	2/19/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS		Y	5084976453	2/19/2015	2/19/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			5084976498	2/19/2015	2/19/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	5084976355	2/19/2015	2/19/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			AED-674199-0316	3/13/2015	3/13/2016	Each Claim Aggregate	$2,000,000 $5,000,000

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

Certificate Holder is included as Additional Insured on General Liability including Completed Operations and Non-Contributory as per policy form as required by written contract. Waiver of Subrogation applies to general liability, commercial automobile and workers compensation per policy form when required by written contract.

CERTIFICATE HOLDER

MARGATE COMMUNITY REDEVELOPMENT
AGENCY, FLORIDA A DEPENDENT DISTRICT
of the City of Margate
5790 Margate Blvd
Margate, FL 33063

CANCELLATION

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

Dirk DeJong/TS

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OFFEROR'S CERTIFICATION R.F.Q. MCRA 2016-01

WHEN OFFER IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 18th day of November, 2015.

Keith and Associates, Inc.
Printed Name of Corporation

Florida
Printed State of Incorporation

(CORPORATE SEAL)

By: _____
Signature of President or other authorized officer

ATTEST:

Eliot Lazowick
Printed Name of President or other authorized officer

By _____
Secretary

301 East Atlantic Boulevard
Address of Corporation

Pompano Beach, FL 33060
City/State/Zip

954-788-3400
Business Phone Number

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 2nd day of February, 2016, by Eliot Lazowick (Name), Exec. Vice-President (Title) of Keith and Associates (Company Name) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
Notary Public

BRYAN STEPHEN KUBIK
MY COMMISSION # EE171223
EXPIRES June 12, 2016
(407) 398-0153 FloridaNotaryService.com

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

MARGATE CRA

NON-COLLUSIVE AFFIDAVIT FOR R.F.Q. MCRA 2016-01

State of Florida)
)ss.
County of Broward)

Eliot Lazowick being first duly sworn, deposes and says that:

He/she is the Executive Vice President, (Owner, Partner, Officer, Representative or Agent) of Keith and Associates, 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

Eliot Lazowick
Printed Name

Executive Vice President
Title

ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT FOR R.F.Q. MCRA 2016-01

State of Florida
County of Broward

On this the 2nd day of February, 20 16, before me, the undersigned Notary Public of the State of Florida, personally appeared

Eliot Lazowick 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.

NOTARY PUBLIC
SEAL OF OFFICE:

BRYAN STEPHEN KUBIK
MY COMMISSION # EE17[illegible]
EXPIRES June 12, 2018
(407) 398-0153 FloridaNotaryService.com

NOTARY PUBLIC, STATE OF FLORIDA

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

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☒ DID NOT take an oath

OFFEROR'S QUALIFICATION STATEMENT R.F.Q. MCRA 2016-01

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:	(Corporation)
NAME: Keith and Associates, Inc.	Partnership
ADDRESS: 301 E. Atlantic Blvd. Pompano Beach, FL 33060	Individual
PRINCIPAL OFFICE: same	Other

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: Keith and Associates, Inc.
The address of the principal place of business is: 301 East Atlantic Boulevard, Pompano Beach, FL 33060

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

a. Date of Incorporation: 1/16/1998

b. State of Incorporation: Florida

c. President's name: Adolphine "Dodie" Keith-Lazowick

d. Vice President's name: Eliot Lazowick

e. Secretary's name: Eliot Lazowick

f. Treasurer's name: James Thiele

g. Name and address of Resident Agent: Adolphine "Dodie" Keith-Lazowick
301 East Atlantic Boulevard
Pompano Beach, FL 33060

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

a. Date of organization:

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

c. State whether general or limited partnership:

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? 17

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. Please refer to Tab 9 for copies of all licenses.

Keith and Associates, Inc.-Civil Engineering License #7928 / James Thiele, PE, #33256
Keith and Associates, Inc.-Surveying & Mapping-License #LB6860 / Adolphine Keith-Lazowick, PSM, #LS4105
Keith and Associates, Inc.-Landscape Architecture License #LC26000457 / Michael Phillips, RLA, #LA0001540

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)

State of
County of Broward

The foregoing instrument was acknowledged before me this 2nd day of February, 2016 by Eliot Lazowick, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

BRYAN STEPHEN KUBIK
MY COMMISSION # EE171225
EXPIRES June 12, 2019
(407) 398-0153 FloridaNotaryService.com

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

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:February 2, 2016

DRUG-FREE WORKPLACE PROGRAM FORM BID NO. MCRA 2016-01

Commented [c1]: INSERT BID NUMBER

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 contenders to, any violation of Chapter 893 or of any controlled substance law of the United States of 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: February 2, 2016