

**AGREEMENT**

**Between**

**MARGATE COMMUNITY REDEVELOPMENT AGENCY (MCRA)**

**and**

**KIMLEY-HORN AND ASSOCIATES, INC.**

**for**

**RFQ MCRA 2021-02 GENERAL ENGINEERING CONSULTING SERVICES**

This is an Agreement between: The **MARGATE COMMUNITY REDEVELOPMENT AGENCY**, a Dependent Special District of the City of Margate, FL hereinafter referred to as "**OWNER " OR "MCRA"**,

**AND**

**KIMLEY-HORN AND ASSOCIATES, 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, MCRA 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 MCRA and ENGINEER covering the Work to be performed, includes RFQ MCRA 2021-02 General Engineering Consulting Services documents, response thereto, and any additional documents which are required to be submitted under the agreement, and all amendments, modifications and supplements issued on or after the effective date of this agreement.
- 1.2 **CHANGE ORDER:** A written directive issued on or after the effective date of the Agreement by the MCRA and ENGINEER ordering an addition, deletion, or revision in the Scope of Work or change in the Contract Time or Contract Price.
- 1.3 **BOARD:** Governing Board of the Margate Community Redevelopment Agency
- 1.4 **CITY OF MARGATE:** A Municipal Corporation in the State of Florida.
- 1.5 **CONTRACT ADMINISTRATOR.** Whenever the term Contract Administrator is used herein it is intended to mean the Chairperson of the CRA or their designee. In the administration, of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.6 **CONTRACTOR:** The person, firm, corporation or other entity that enters into an agreement with the CRA to perform the construction works for the Project.
- 1.7 **MCRA:** The Margate Community Redevelopment Agency
- 1.8 **NOTICE TO PROCEED:** A written Notice to Proceed issued by the MCRA.
- 1.9 **PROJECT:** Provide professional engineering services for work to be performed on the RFQ MCRA 2021-02 General Engineering Consulting Services.
- 1.10 **ENGINEER:** Kimley-Horn and Associates, Inc. is the ENGINEER selected to perform this Agreement.

## **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 Margate Community Redevelopment Agency has budgeted funds for this project. This project is funded with MCRA Funds.
- 2.2 The Board has met the requirements of the Consultants Competitive Negotiations Act, as contained in Section 287.055, Florida Statutes, and has selected Kimley-Horn and Associates, Inc. to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by the ENGINEER were undertaken between 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 - Kimley-Horn and Associates, Inc. Hourly Rate Schedule" and the contract documents attached hereto and made a part hereof.
- 3.2 The ENGINEER agrees to meet with the MCRA 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. The ENGINEER must receive the approval of the Contract Administrator in writing prior to beginning the performance of services in any subsequent Phases of this Agreement. Prior to granting approval for the ENGINEER to proceed to a subsequent phase, the Contract Administrator may at his sole option require the ENGINEER to submit documents and drawings for his 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 MCRA and other governmental authorities having jurisdiction over the Project, and such delays are not the fault of the ENGINEER. MCRA may grant a reasonable extension of time for the completion of work. It shall be the responsibility of the ENGINEER to notify the MCRA promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the MCRA 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 MCRA agrees to pay ENGINEER as compensation for its services under the terms of this Agreement a fee to be computed as described below and to reimburse ENGINEER for certain expenses as described below ARTICLE 5.3 entitled "Reimbursable". The fee for the services to be performed by the ENGINEER including all costs, expenses and fees, except reimbursable as described in Article 5.3 is to be paid based upon a proposal submitted to the MCRA.

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 – Kimley-Horn and Associates, 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 – Kimley-Horn and Associates, 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 rate on Exhibit "A" 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. Said salary costs are to be only for time directly chargeable to the Project. A detailed breakdown for these costs shall be kept current and readily accessible to the MCRA.

5.3 REIMBURSABLES:

- (a) 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.
- (b) 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

- (a) Lump Sum Contracts: ENGINEER may submit bills at the completion and approval of each phase 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.
- (b) MCRA agrees that it will make it best efforts to pay ENGINEER within (30) calendar days of receipt of ENGINEER'S statement as provided above. nin

5.5 Payment will be made to ENGINEER at:

Kimley-Horn and Associates, Inc.  
P.O.Box 932520  
Atlanta, GA  
31193-2530

Telephone: (954) 535-5133

## **ARTICLE 6**

### **ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

- 6.1 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 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 – Kimley-Horn and Associates, Inc. Hourly Rate Schedule", as same may be amended pursuant to this Agreement.
- 6.3 The Board prior to execution of such work shall approve all additional services and changes in 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 MCRA not in excess of ten percent (10%) or \$25,000, whichever is lesser, maybe approved by signed approval of the Chairperson of the Board of Commissioners of the MCRA.
- 6.5 No claim against MCRA 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 Change Order or written amendment by the Board.

## **ARTICLE 7**

## **MCRA'S RESPONSIBILITIES**

- 7.1 Assist ENGINEER, by placing at his 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 MCRA 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, 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. The ENGINEER shall be entitled to use and rely upon all such information provided by MCRA 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 advise of an attorney, insurance counselor and other consultants as MCRA 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 MCRA 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 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.

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 MCRA'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 MCRA by convenience, upon fourteen (14) 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 services performed to the termination date including all reimbursable expenses then due or 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 MCRA against any 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 MCRA and shall be delivered by ENGINEER to the MCRA upon payment by the MCRA 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 any expenses for which ENGINEER expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by 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.

## 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 MCRA 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 MCRA; however, the agreement shall run to the and its successors.

#### 8.8 INDEMNIFICATION

- (a) ENGINEER agrees to indemnify 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, it's employees, or agents including death in connection with services under this Agreement.
- (b) Both parties agree that the MCRA shall pay to the ENGINEER one hundred dollars (\$100.00) in consideration for the ENGINEER agreeing to indemnify the MCRA as provided under this contract.
- (c) 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 MCRA and the ENGINEER and their officers, employees, agents, affiliates, and subcontractors.

- (d) 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 MCRA 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 MCRA 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 MCRA 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 MCRA 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 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 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 the MCRA with thirty (30) days notice of cancellation and/or restriction.

- (e) ENGINEER shall provide to the MCRA a Certificate of Insurance or a copy of all insurance policies required by Article 8.9 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.

## 8.10 REPRESENTATION

- (a) It is recognized that questions in the day-to-day conduct of the Project will arise. Mr. Cale Curtis, Executive Director (or designee) is designated as the MCRA's representative/agent to whom all communication on the day-to-day conduct of the Project shall be addressed.
- (b) ENGINEER shall inform the Director 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

- (a) 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.
- (b) 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.
- (c) Waiver of Jury Trial. 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 contract, arising out of, under, or in connection with the performance of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

## 8.11 NO WAIVER

No waiver of any provision, covenant or condition within this agreement or of the breach of any provision, covenant or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.

## 8.12 ALL PRIOR AGREEMENTS SUPERCEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not

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

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

#### 8.13 NOTICES

Whenever either party, desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**FOR MCRA:**

Mr. Cale Curtis, Executive Director  
Margate Community Redevelopment Agency  
5790 Margate Boulevard  
Margate, FL 33063

**FOR ENGINEER:**

Mr. Stefano Viola, P.E.  
Project Manager  
Kimley-Horn and Associates, Inc.  
8201 Peters Road  
Suite 2200  
Plantation, FL 33324

#### 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 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.

#### 8.15 NON-COLLUSION STATEMENT

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

#### 8.16 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).

#### 8.17 THIRD PARTIES:

The services to be performed by ENGINEER are intended solely for the benefit of the MCRA. No person or entity not a signatory to this Agreement shall be

entitles 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.

- 8.18 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. MCRA will not be responsible for monitoring ENGINEER'S compliance with any laws or regulations.

8.19 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.

## 8.20 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 Indemnatee 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 MCRA or claims that fall under Workers Compensation Coverage.

## 8.21 NO WAIVER OF SOVEREIGN IMMUNITY:

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

## 8.22 REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the MCRA 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**

## **8.23 E-VERIFY**

**1) Definitions:**

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

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

**2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize**

the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

WITNESS WHEREOF, the parties have made an executed Agreement on the respective dates under each signature; MCRA through its Board signing by and through its Director and \_\_\_\_\_, authorized to execute same by the Board the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and Kimley-Horn and Associates, Inc. signing by and through its representatives is duly authorized to execute same.

**FOR MARGATE COMMUNITY REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Tommy Ruzzano, Chair

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

\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_ day of \_\_\_\_\_, 2021

WITNESS:

APPROVED AS TO FORM:

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

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

\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_ day of \_\_\_\_\_, 2021

**FOR CORPORATION:**

**ENGINEER:**

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President

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Secretary

(CORPORATE SEAL,)

AGREEMENT BETWEEN MCRA AND KIMLEY-HORN AND ASSOCIATES, INC. FOR  
PROFESSIONAL SERVICES FOR  
RFQ MCRA 2021-02 GENERAL ENGINEERING CONSULTING SERVICES

**EXHIBIT “A”**



**MCRA RFQ No. 2021-02 for General Engineering Consulting Services**  
**Kimley-Horn and Associates, Inc.**

<b>Title/Role</b>	<b>Hourly Rates</b>
Principal (Civil and Traffic)	\$225.00
Senior Engineer (Civil and Traffic)	\$180.00
Project Manager (Civil and Traffic)	\$175.00
Project Engineer (Civil and Traffic)	\$150.00
Engineer (Civil and Traffic)	\$130.00
Associate Engineer (Civil and Traffic)	\$110.00
Senior Landscape Architect	\$155.00
Landscape Architect	\$135.00
Associate Landscape Architect	\$120.00
Senior Designer	\$140.00
Drafter/CADD Tech	\$100.00
Senior Inspector (Construction Administration)	\$125.00
Inspector (Construction Administration)	\$100.00
Administration	\$75.00
<b>Office Supplies/Expenses/Printing**</b>	<b>Cost + 5%</b>
<b>Sub-Consultants</b>	<b>Cost + 5%</b>

**Stoner & Associates, Inc.**

<b>Title/Role</b>	<b>Hourly Rates</b>
Professional Surveyor (PSM)/Principal	\$160.00
Professional Land Surveyor	\$140.00
Field Crew Supervisor	\$85.00
Registered Surveyor	\$130.00
Survey Technician	\$75.00
3-Man Survey Crew	\$160.00
2-Man Survey Crew	\$140.00
Administrative	\$70.00