AGREEMENT

between

CITY OF COCONUT CREEK

and

MILLER-LEGG AND ASSOCIATES, INC.

for

ARCHITECTURE, LANDSCAPE ARCHITECTURE, PLANNING AND URBAN DESIGN SERVICES
RFQ NO. 10-06-21-11

This Agreement is made and entered into this 18th day of January, 2022, by and between CITY OF COCONUT CREEK, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as **"CITY,"**

AND

MILLER-LEGG AND ASSOCIATES, INC., a Florida Corporation, its successors and assigns, hereinafter referred to as **"CONSULTANT".**

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **CITY** and **CONSULTANT** 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 therefore agreed upon by the parties.

1.1 **THE CONTRACT DOCUMENTS:** The contract documents consist of this Agreement, conditions of the contract of RFQ No.10-06-21-11, all addenda issued prior to, all modifications issued after execution of this Agreement and Exhibit "A" Fee Schedule. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

1.2 **CONTRACT ADMINISTRATOR:** Whenever the term **"CONTRACT" ADMINISTRATOR"** is used herein, it is intended to mean the City Manager or designee. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the **CONTRACT ADMINISTRATOR.**

1.3 **CONSTRUCTION CONTRACTOR:** The person(s), firm(s), corporation(s) or other entity who enters into an agreement with **CITY** to perform the construction work desired by **CITY** relating to **PROJECTS.**

1.4 **CONSULTANT: CONSULTANT**, which is the professional organization with whom **CITY** has contracted for the performance of services pursuant to this Agreement.

1.5 **CITY:** City of Coconut Creek, Florida, a body corporate and politic and a political subdivision of the State of Florida.

1.6 **NOTICE TO PROCEED:** A written statement issued by the **CONTRACT ADMINISTRATOR** directing **CONSULTANT** to begin work.

1.7 **PROJECTS:** The scope of services of the **PROJECTS** shall include, but are not necessarily limited to the following disciplines:

Building Design	**Plan Review**
Construction Management / Administration / Engineering Inspection (CEI)	Public Involvement
Cost Benefit Analysis	Process Evaluation
Cost Estimates	Renovations
Drafting of Codes, Standards and Ordinances	Street Graphics and Wayfinding
Environmental Analysis	Streetscape Design
Geotechnical Engineering	Sustainable Design
Hardscape Design	Transportation / Traffic Engineering
Irrigation Design	Water Resources
Land Surveying	Mechanical / Electrical / Plumbing (MEP) Engineering
Lighting Designs / Plans	Interior Design
Architecture or Urban Design	City Planning

CONSULTANT may be required to investigate, analyze, evaluate, report, coordinate, prepare plans, specifications and contract documents, bid/award evaluation and services during construction, perform construction engineering services, etcetera for any of the aforementioned disciplines, related matters, as well as any other engineering assignments upon the request of the **CITY**. The **CITY** may require based upon the firm's evaluation to identify needs, develop and improve programs, establish cost effective priorities for making improvements and develop a short-term or a long-range program for implementation on request. **CONSULTANT** shall provide certified testing lab services as necessary to fulfill the requirements of certain regulatory agencies and related soil analysis.

CONSULTANT may be required to represent the City of Coconut Creek in matters involving or relating to other governmental entities at the local, regional, state or national level, pertaining to the County/State/Federal for any improvement programs, permits or grants in which the City is or may be an eligible participant or has an interest.

CONSULTANT may be required to utilize the services of a Leadership in Energy and Environmental Design (LEED) Accredited Professional, Whether the LEED Accredited Professional is an employee of the firm or the firm has direct access to a LEED Accredited Professional.

Some of the projects requiring professional engineering services will be funded through the Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG), or other federal, state, and county granting authorities. All federal and state regulations pertaining to any grant related project shall apply. **CONSULTANT** acknowledges that if **CONSULTANT** is asked to work on a project that is funded with County Surtax funds, then **CONSULTANT** may have to enter into a separate, project-specific agreement for such project utilizing County Surtax funds as required by the County.

Architecture, Landscape Architecture, Planning and Urban Design services could include, but not be limited to, approved capital improvement projects as outlined in the City's budget.

1.8 **REIMBURSABLES:** Whenever the term **REIMBURSABLES** is used herein, it is intended to mean actual expenses directly related to the performance of the services as set forth in this Agreement. **REIMBURSABLES** are limited to:

A) Identifiable expenses of transportation in connection with the **PROJECT** subject to the provisions and limitations for public agencies established in Chapter 112, Florida Statutes as amended from time to time. Automobile travel outside Broward, Dade and Palm Beach Counties will be considered reimbursable expenses. Surface travel outside Florida and all air travel will be reimbursed only when prior written approval for such expense has been given by **CONTRACT ADMINISTRATOR**. Rental cars shall be mid-sized or smaller.

B) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel connected expenses for **CONSULTANT'S** personnel subject to the limitations of Chapter 112, Florida Statutes as amended from time to time.

C) Identifiable communication expenses for express mail charges.

D) Identifiable cost of printing reproduction and aerial photography.

E) Identifiable testing costs.

F) Permit application fees. All fees paid to regulatory agencies for approvals directly attributable to the **PROJECT**. These permit fees do not include those permits required for the **CONSTRUCTION CONTRACTOR**.

1.9 **BILLING RATE:** Whenever the term **BILLING RATE** is used herein, it is intended to mean average base salaries and wages paid to personnel by employee category engaged directly on the **PROJECT,** including all fringe benefits, overhead and profit. **BILLING RATES** by the employee category are shown on **EXHIBIT "A" FEE SCHEDULE.**

1.10 **PROFESSIONAL SERVICES:** Whenever the term **PROFESSIONAL SERVICES** is used herein, it is intended to mean those professional services provided to **CITY** on a day-to-day basis for specific tasks provided the estimated architecture, landscape architecture, planning and urban design costs for the specific tasks do not exceed Fifty Thousand Dollars ($50,000.00). Typical tasks include response to field or architecture problems, attendance at meetings, review of bids and providing day-to-day assistance as required to respond to architectural, landscape architecture, planning and urban design issues, or field problems. The Aggregate of **PROFESSIONAL SERVICES** related to specific projects identified by **CITY** may exceed Fifty Thousand Dollars ($50,000.00) so long as no individual specific project exceeds $50,000.00, except as provided in Section 5 of this Agreement.

A. **CITY** shall describe the task to be undertaken by **CONSULTANT.**

B. **CONSULTANT** shall agree upon a level of effort and position category to be assigned to the specific task, and provide **CITY** with a proposal for the work.

C. **CITY** shall authorize **CONSULTANT**, in writing, to provide professional services requested for the specific task.

D. **CONSULTANT** shall be reimbursed by **CITY** at the **BILLING RATE** payable for each **CONSULTANT'S** employee category shown on **EXHIBIT "A".**

1.11 **WORK AUTHORIZATION:** Whenever the term **WORK AUTHORIZATION** is used herein, it is intended to mean professional services related to specific projects identified by **CITY** for which the estimated architectural cost exceeds Fifty Thousand Dollars ($50,000.00).

The **CONSULTANT** shall submit a proposal to the **CITY** and the **CITY** will authorize said proposal. The authorization issued by **CITY** shall contain the following information and requirements:

A. A description of the work to be undertaken and method of compensation with reference to the appropriate paragraphs of this Agreement.

B. A budget establishing the amount of compensation to be paid, which amount shall constitute hourly billing, or a lump sum at the **CONTRACT ADMINISTRATOR'S** discretion, and shall not be exceeded unless prior written approval of **CITY** is obtained. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs, and the adequacy of such budget information shall be subject to the approval of **CITY**.

C. A time established for completion of the work or services undertaken by **CONSULTANT** or for the submission to **CITY** of documents, reports and other information pursuant to this Agreement. The time established for performance shall be subject to the approval of **CITY**; however, the time may, in the sole discretion of **CITY**, be extended upon justification of **CONSULTANT** that additional time is necessary for performance. Failure on the part of **CONSULTANT** to comply with the time established for performance may result in the termination of this Agreement.

D. **CONSULTANT** shall be reimbursed by **CITY** at the **BILLING RATE** payable for each **CONSULTANT'S** employee category shown on **EXHIBIT "A"**.

E. **WORK AUTHORIZATIONS** shall be dated and serially numbered.

ARTICLE 2

PREAMBLE

In order to establish the 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, representations and explanations shall 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 met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes as amended from time to time, and has selected **CONSULTANT** to perform the work of the specified nature as outlined in this Agreement. Accordingly, this Agreement qualifies as a "continuing contract" under Section 287.055 (2) (g), Florida Statutes as amended from time to time.

2.2 Negotiations pertaining to the services to be performed by **CONSULTANT** were undertaken between **CONSULTANT** and **CITY**, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES

3.1 The Scope of Services required to be performed by **CONSULTANT** shall be identified under one of the following procedures:

PROFESSIONAL SERVICES for specific "day-to-day" work tasks as requested by **CITY** and agreed to by **CONSULTANT**.

Professional Services for a **PROJECT** as set forth in a **WORK AUTHORIZATION. CONSULTANT** shall provide all services as set forth in the **WORK AUTHORIZATION** including, without limitations, all necessary, incidental and related activities and services required.

3.2 **CONSULTANT** and **CITY** acknowledge that a **WORK AUTHORIZATION** does not delineate every detail and minor work task required to be performed by **CONSULTANT** to complete a **PROJECT.** If, during the course of the performance of a **WORK AUTHORIZATION, CONSULTANT** determines that it should perform work to complete a **PROJECT** which is outside the level of effort originally anticipated, **CONSULTANT** will notify **CONTRACT ADMINISTRATOR** in writing in a timely manner before proceeding with the work. If **CONSULTANT** proceeds with said work without notifying **CONTRACT ADMINISTRATOR** as provided in Article 6, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the **WORK AUTHORIZATION.** Notice to **CONTRACT ADMINISTRATOR** does not constitute authorization or approval by **CITY.** Performance of work by **CONSULTANT** outside the originally anticipated level of effort without prior written **CITY** approval is at **CONSULTANT'S** sole risk.

ARTICLE 4

TIME OF PERFORMANCE

4.1 In the event **CONSULTANT** is unable to complete performance of services because of delays resulting from untimely review and approval by governmental authorities having jurisdiction over a **PROJECT,** or by **CONSTRUCTION CONTRACTOR** and such delays are not the fault of **CONSULTANT, CITY** shall grant a reasonable extension of time for completing the work. It shall be the responsibility of **CONSULTANT** to notify the **CONTRACT ADMINISTRATOR** promptly in writing whenever a delay is anticipated or experienced, and to inform the **CONTRACT ADMINISTRATOR** of all facts and details related to the delay.

4.2 In the event **CITY** declares an emergency, the **CONSULTANT** shall make every reasonable effort to respond within two (2) hours, but under no circumstances, shall response time exceed four (4) hours.

4.3 **CONSULTANT** shall provide **CITY** with a current up-to-date list of emergency personnel at all times.

ARTICLE 5

COMPENSATION AND PAYMENT

5.1 **CITY** agrees to pay **CONSULTANT** as compensation for performance of all approved **PROFESSIONAL SERVICES** required under the terms of this Agreement at those **BILLING RATES** described in Article 1.9 and to reimburse **CONSULTANT** for **REIMBURSABLES** as described in Article 1.8, plus subconsultant fees pursuant to paragraph 5.6 for approved **PROFESSIONAL SERVICES**. The **BILLING RATES** payable by **CITY** for each **CONSULTANT'S** employee categories is shown on **EXHIBIT "A"**. Total compensation for a specific work task under **PROFESSIONAL SERVICES** shall not exceed Fifty Thousand Dollars ($50,000.00) except with prior City Commission approval. The Aggregate of Professional Service tasks may exceed $50,000.00 only as set forth in Section 1.11 of this Agreement.

5.2 **CITY** agrees to pay **CONSULTANT** as compensation for performance of all services as related to a **WORK AUTHORIZATION** required under the terms of this Agreement at those **BILLING RATES** described in Article 1.9 plus subconsultant fees pursuant to paragraph 5.6, up to the fee to be negotiated and stated in the **WORK AUTHORIZATION** and to reimburse **CONSULTANT** for **REIMBURSABLES** as described in Article 1.8 in accordance with the fee to be negotiated in the **WORK AUTHORIZATION.** The **BILLING RATES** payable by **CITY** for each **CONSULTANT'S** employee categories is shown on **EXHIBIT "A"**.

5.3 **CONSULTANT** shall submit billings, which are identified by the specific task, authorized under **PROFESSIONAL SERVICES** on a monthly basis in a timely manner for all **LABOR** and **REIMBURSABLES** attributable to the task. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize **REIMBURSABLES** by category and identify same as to the work personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by **CONTRACTOR ADMINISTRATOR** is required for **REIMBURSABLES,** a copy of said approval shall accompany the billing for such **REIMBURSABLES**. External **REIMBURSABLES** and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to a task. Internal expenses must be documented by appropriate **CONSULTANT'S** cost accounting forms with a summary of charges by Category.

5.4 **CONSULTANT** shall submit billings which are identified by the specific **PROJECT and WORK AUTHORIZATION** number on a monthly basis in a timely manner for all **LABOR** and **REIMBURSABLES** attributable to a **PROJECT.** These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize **REIMBURSABLES** by category and identify same as to the work personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by **CONTRACT ADMINISTRATOR** is required for **REIMBURSABLES,** a copy of said approval shall accompany the billing for such **REIMBURSABLES.** The statement shall show a summary of LABOR **COSTS** and **REIMBURSABLES** with accrual of the total and credits for portions paid previously. External **REIMBURSABLES** and subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to a **PROJECT**. Internal expenses must be documented by appropriate **CONSULTANT'S** cost accounting forms with a summary of charges by category.

When requested, **CONSULTANT** shall provide backup for past and current invoices that records hours and salary costs by employee categories, **REIMBURSABLES** by category and subconsultant fees on a task basis, so that total hours and cost by task may be determined.

5.5 Notwithstanding anything in paragraphs 5.1, 5.2, 5.3 and 5.4, at the **CONTRACT ADMINISTRATOR'S** option, the contract method of payment may be a lump sum amount for a specific, detailed scope of services. For lump sum contracts, **CONSULTANT** shall invoice based upon percentage of work complete. Supporting information shall be provided to document the estimate of completion percentage.

5.6 **CONSULTANT** shall bill identifiable subconsultant fees at the actual fees paid by **CONSULTANT**.

5.7 **CITY** agrees that it will use its best efforts to pay **CONSULTANT** within thirty (30) calendar days of receipt of **CONSULTANT'S** proper statement as provided above. The parties shall comply with Section 218.70, Florida Statutes as amended from time to time, et seq. The Prompt Payment Act.

Payment will be made to **CONSULTANT** at:

MILLER LEGG
5747 N. ANDREWS WAY
FT. LAUDERDALE FL 33309

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

6.1 Services related to a **PROFESSIONAL SERVICES** task, which would increase, decrease or which are outside the level of effort agreed upon by **CITY** and **CONSULTANT** shall be services for which **CONSULTANT** must obtain prior written approval of **CITY** before compensation can be paid.

6.2 Services related to a **WORK AUTHORIZATION,** which would increase, decrease or which are otherwise outside the Scope of Services or level of effort contemplated by a **WORK AUTHORIZATION** shall be services for which **CONSULTANT** must obtain the prior written approval from **CITY** before compensation can be paid. All terms for the performance of such services must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of a **WORK AUTHORIZATION** and when properly executed shall become an Amendment to the **WORK AUTHORIZATION.**

ARTICLE 7

CITY'S RESPONSIBILITIES

7.1 **CITY** shall assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all information it has available pertinent to the **PROJECT** including previous reports and any other data relative to a **PROJECT**.

7.2 **CITY** shall arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as reasonably required for **CONSULTANT** to perform its services under this Agreement.

ARTICLE 8

MISCELLANEOUS

8.1 **TERM OF AGREEMENT**: This **AGREEMENT** shall be a continuing contract as defined by the Consultant's Competitive Negotiation Act (CCNA), as set forth in Section 287.055, Florida Statutes as amended from time to time and shall have an initial term of three (3) years beginning from date of commission award, with the right to extend the contract for two (2) additional one (1) year periods.

Costs for all services purchased under this Contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or the latest yearly percentage increase in the Employment Cost Index (ECI), Total Compensation, Private Industry, Professional, Scientific, and Technical Services, Not Seasonally Adjusted as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. The yearly increase or decrease in the ECI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same quarter one (1) year prior. Any requested price increase shall be fully documented and submitted to the **CITY** at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the ECI or industry costs decline, the **CITY** shall have the right to receive from the **CONSULTANT** a reasonable reduction in costs that reflect such cost changes in the industry.

The **CITY** may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the **CITY** does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the **CITY**, the contract can be cancelled by the **CITY** upon giving thirty (30) days written notice to the **CONSULTANT**.

8.2 **OWNERSHIP OF DOCUMENTS**: All sketches, tracings, drawings, specifications, designs, design calculations, details, models, photographs, reports, surveys and other documents, plans and data that result from **CONSULTANT'S** services under this Agreement or that is provided in connection with this Agreement shall become and shall remain the property of the **CITY**. Copies of all AutoCAD and other similar software files shall be provided to **CITY**. No changes or revisions to the documents or data furnished by **CONSULTANT** shall be made by **CITY** unless **CONSULTANT'S** name and professional seal are removed from such changed or revised materials. All data required to be sealed and signed by a registered Professional licensed in the State of Florida shall not be modified, changed or altered or used for other purposes than those intended without the express written permission of **CONSULTANT**. **CITY** shall hold **CONSULTANT** harmless for any loss or expense for any damages arising out of the modification or use for other projects of **CONSULTANT'S** data and plans, without the specific adaptation by and consent of **CONSULTANT**.

8.3 **TERMINATION:** This Agreement may be terminated by **CONSULTANT** for cause, or by **CITY** for any reason with or without cause, upon thirty (30) days written notice from the terminating party to the other party. In the event of such termination, **CONSULTANT** shall be paid its compensation for services performed to termination date, including all **REIMBURSABLES** then due incurred to termination date. All finished or unfinished sketches, tracings, drawings, specifications, design, design calculations, details models, photographs, reports, surveys and other documents, plans and data that result from **CONSULTANT'S** services under this Agreement shall become and shall remain the property of **CITY** and shall be delivered by **CONSULTANT** to **CITY**.

8.4 **NO CONTINGENT FEES:** **CONSULTANT** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **CONSULTANT**, 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 **CONSULTANT**, 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, **CITY** 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.

8.5 **SUBCONSULTANTS:** In the event **CONSULTANT**, during the term of this Agreement, requires the services of any subconsultants, or other professional associates in connection with services covered by this Agreement, **CONSULTANT** must secure the prior written approval of the **CONTRACT ADMINISTRATOR**. As part of the approval process, **CITY** shall require subconsultant to comply with the terms of this Agreement, specifically but without limitations, the requirements of this Article 8. **CONSULTANT** shall be responsible for obtaining releases from subconsultants at the time the subconsultants are paid.

The parties agree that one percent (1%) of the total compensation paid to **CONSULTANT** for the performance of this Agreement shall represent the specific consideration for the **CONSULTANT'S** indemnification of the **CITY**. This Agreement shall survive the term of this Agreement. Nothing in this section shall be construed to affect in any way the **CITY'S** rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes as amended from time to time, or as otherwise provided by applicable law or judicial decisions.

8.6 **INSURANCE:** **CONSULTANT** 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 Liability Insurance, Comprehensive General Liability Insurance, Business Automobile Liability Insurance and Professional Liability Insurance as follows:

Workers' Compensation
Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of $100,000 each accident.

General Liability
Commercial General Liability insurance with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

Automobile Liability
Comprehensive or Business Automobile Liability insurance with limits not less than $500,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverages for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

Professional Liability/Errors and Omissions Coverage
If the **CONSULTANT** is to provide professional services under this Agreement, the **CONSULTANT** must provide the **CITY** with evidence of Professional Liability insurance with, at a minimum of $1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the

CONSULTANT'S operations or premises, any person directly or indirectly employed by the **CONSULTANT**, and the **CONSULTANT'S** obligations under indemnification under this Agreement.

CONSULTANT acknowledges that the **CITY** is relying on the competence of the **CONSULTANT** to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to **CONSULTANT'S** negligent errors and omissions, **CONSULTANT** shall promptly rectify them at no cost to **CITY** and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

General
Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Agreement term, requests for payments originating after such lapse shall not be processed until the **CITY** receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, **CITY** may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

A. Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.

B. That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek – Procurement Division
Attn: Risk Manager
4800 West Copans Road
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the respondent's bid. If **CONSULTANT** is Successful **CONSULTANT**, then prior to commencement of Contract, **CONSULTANT** must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.

Insurance Company and Agent
All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

8.7 **REPRESENTATIVE OF CITY AND CONSULTANT:** It is recognized that questions in the day-to-day conduct of a **PROJECT** will arise. The **CONTRACT ADMINISTRATOR**, upon request by **CONSULTANT** shall designate in writing and shall advise **CONSULTANT** in writing of one or more

CITY employees to whom all communications pertaining to the day-to-day conduct of **PROJECT** shall be addressed. **CONSULTANT** shall inform **CONTRACT ADMINISTRATOR** in writing of the representative of **CONSULTANT** to whom matters involving the conduct of **PROJECT** shall be addressed. **CONSULTANT** shall, at all times during this Agreement, have available for consultation or otherwise, an employee who shall be familiar with all work contemplated under this Agreement In performing services under this Agreement, Consultant is acting as an agent of City and it is the intention of the parties that Consultant shall have the benefit of any immunity from suit available to City.

8.8 **ATTORNEY'S FEES:** If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

8.9 **ALL PRIOR AGREEMENTS SUPERSEDED:** 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 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 modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.10 **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 notice, to wit:

CITY
Karen M. Brooks, City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063
Phone: 954-973-6720
Fax: 954-973-6777
Email: kbrooks@coconutcreek.net

CONSULTANT
Michael D. Kroll
Miller Legg and Associates, Inc.
5747 North Andrews Way
Fort Lauderdale, FL 33309
Phone: 954-628-3651
Fax: 954-436-8664
Email: mkroll@millerlegg.com

8.11 **TRUTH-IN-NEGOTIATION CERTIFICATE:** Signature on this Agreement by **CONSULTANT** 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. The original contract price any additions thereto shall be adjusted to exclude any significant sums by which **CITY** determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this Agreement.

8.12 **NON-EXCLUSIVE AGREEMENT:** The services to be provided by **CONSULTANT** pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude **CITY** from engaging other firms to perform the same or similar services for the benefit of **CITY** within **CITY'S** sole and reasonable discretion.

8.13 **WARRANTIES OF CONSULTANT:** **CONSULTANT** hereby warrants and represents as follows:

A. At all times during the term of this Agreement, **CONSULTANT** shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.

B. At all times during this Agreement, **CONSULTANT** shall perform its obligations in a prompt, professional and businesslike manner. **CONSULTANT** shall provide its services in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession under the same or similar circumstances.

8.14 It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and CONSULTANT, signing by and through its President or designee, duly authorized to execute same.

CITY OF COCONUT CREEK

Karen M. Brooks 1/18/22

ATTEST: Karen M. Brooks, City Manager Date

Marianne Bowers 1/18/22

Marianne Bowers Date
Interim City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn 1/18/22

Terrill C. Pyburn, City Attorney Date

[Vendor's Signature to Follow]

CONSULTANT

ATTEST:

(Corporate Secretary) | President | 12.14.2021 Date

DYLAN LARSON
Type/Print Name of Corporate Secy.

MICHAEL KROLL
Type/Print Name of President

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:
:SS
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14 day of DECEMBER, 2021, by MICHAEL KROLL (name of person) as PRESIDENT (type of authority, e.g. officer, trustee, attorney in fact) for MILLER LEGG (name of party on behalf of whom instrument was executed).

Marina Hannwacker
Signature of Notary Public
State of Florida at Large

Marina Hannwacker
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG189607
Expires 3/13/2022

MARINA HANNWACKER
Print, Type or Stamp
Name of Notary Public

☑ Personally known to me or
☐ Produced Identification

N/A
Type of I.D. Produced

☐ DID take an oath, or
☑ DID NOT take an oath.

EXHIBIT "A"

FEE SCHEDULE

Position / Title	**Hourly Rate**
Principal Architect	$ 250.00 / per hour
Architect	$ 170.00 / per hour
Construction Project Management	$ 160.00 / per hour
Construction Engineering Inspection (CEI)	$ 120.00 / per hour
Principal Engineer (PE Registered)	$ 250.00 / per hour
Senior Engineer (PE Registered)	$ 190.00 / per hour
Land Surveyor (PLS Registered)	$ 160.00 / per hour
Landscape Architect (State Registered)	$ 155.00 / per hour
Landscape Designer	$ 110.00 / per hour
Project Manager	$ 190.00 / per hour
Engineer	$ 140.00 / per hour
Environmental Scientist	$ 135.00 / per hour
Planner	$ 125.00 / per hour
Senior Planner	$ 170.00 / per hour
Technician	$ 95.00 / per hour
Drafter/GIS	$ 110.00 / per hour
Field Inspector	$ 105.00 / per hour
Staff Assistant	$ 80.00 / per hour
Survey Crew 2-Man	$ 140.00 / per hour
Survey Crew 3-Man	$ 175.00 / per hour
Arborist (ISA Certified)	$ 150.00 / per hour
Interior Designer	$ 155.00 / per hour
Computer-Aided Drafting & Design	$ 110.00 / per hour
Geotechnical Engineer	$ 165.00 / per hour
Land Surveyor	$ 130.00 / per hour
Transportation Engineer	$ 180.00 / per hour
Sustainability Specialist	$ 165.00 / per hour
Additional Positions / Titles	
Aerial Videographer IUAS (Drone Pilot)	$ 130.00 / per hour