

**CONTINUING PROFESSIONAL SERVICES AGREEMENT**

THIS IS AN AGREEMENT ("Agreement"), dated the 8 day of June, 2021 by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**THE CORRADINO GROUP, INC.**, an **Engineering Firm** listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **5200 NW 33 Avenue, Suite 203, Fort Lauderdale, FL 33309** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties".

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form 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.

1.1 On **June 18, 2020**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide certain professional services under a continuing contract, as defined by Section 297.055(2)(g), F.S., as more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof, for the said bid entitled:

**Request for Qualifications # 2020-1-UTL**

**Professional Service Providers**  
**(Architectural, Engineering, Surveying & Mapping)**

1.2 On **August 6, 2020**, the bids were opened at the Offices of the City Clerk.

1.3 On **March 9, 2021**, the CITY approved the findings and recommendation of the evaluation committee and certified CONSULTANT as qualified to provide various professional services that the

CITY may need or that may arise, in accordance with the Consultants' Competitive Negotiation Act, § 287.055(3)(c), Florida Statutes.

1.4 CITY awarded the bid to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render the services more particularly described herein below. Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken in accordance with the Consultants' Competitive Negotiation Act (CCNA), §287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

1.5 In the event of any conflicts between this Agreement and any exhibits hereto, this Agreement shall prevail, followed by the bid specifications attached hereto as **Exhibit "A"**, and by reference made a part hereof.

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 The CITY may request from the CONSULTANT from time to time, on an as needed basis, professional services, as defined by Section 287.055(2)(a), F.S., including architectural, engineering, surveying and mapping services. These requests will describe the scope of work, desired timeframe for its completion and the method of payment to be used. Upon receipt of these requests, the CONSULTANT shall timely review the scope of work and schedule described in each request, and provide the CITY with a "not to exceed" fee or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the services. Once an understanding is reached between the CITY and CONSULTANT regarding the scope, schedule and fee, the CITY will issue an amendment to the Agreement or a work order or in a form approved by the CITY authorizing the CONSULTANT to perform the services. The CONSULTANT's fee and cost proposal shall be based upon the hourly rates set forth on **Exhibit "B"**, attached hereto and by this reference made a part hereof.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 All services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in Section 287.055(2)(g), Florida Statutes as amended from time to time.

2.6 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

2.7 CONSULTANT shall comply with the applicable provisions of the City of Cooper City Code of Ordinances. CONSULTANT shall require that all sub-consultants comply with the applicable provisions of the City of Cooper City Code of Ordinances.

2.8 In the event that the CITY engages the CONSULTANT to provide any services related to a CITY project that is utilizing transportation surtax funds provided by Broward County, the CONSULTANT shall, upon request by the CITY and in the CITY's sole discretion, execute the project-specific consultant services agreement attached hereto as Composite Exhibit "C." The agreements included in Exhibit "C" are a requirement of Broward County for all transportation surtax funded projects and may not be amended by either the CONSULTANT or the CITY.

### **ARTICLE 3**

#### **TERM FOR PERFORMANCE AND TERMINATION**

3.1 CONSULTANT shall perform the services identified in Article 2 within the timeframe set forth in each amendment or work order. Minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute non-performance by CONSULTANT pursuant to this Agreement.

3.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the CITY for projects which the CITY from time to time authorizes CONSULTANT's services in connection therewith. Notwithstanding the foregoing, the initial Term of this Agreement shall be for three (3) year(s). The Term of this Agreement may be extended upon the mutual written agreement of the Parties for up to two (2) additional two (2) year renewal terms.

3.3 This Agreement may be terminated by either party for cause, or by either party for convenience. If terminated for convenience, the terminating party shall provide to the other party thirty (30) days' written notice, in which event the CONSULTANT shall be paid its compensation for services performed to termination date. [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

**ARTICLE 4**  
**COMPENSATION AND METHOD OF PAYMENT**

4.1 CITY agrees to compensate CONSULTANT pursuant to the amounts agreed to in each amendment or by the rates established in **Exhibit "B"**, attached hereto and by this reference made a part hereof, for miscellaneous services required.

4.2 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

4.3 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

**THE CORRADINO GROUP, INC.**  
**5200 NW 33 AVENUE, SUITE 203**  
**FORT LAUDERDALE, FL 33309**

**ARTICLE 5**  
**CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work, as described in **Exhibit "A"**, to be provided under this Agreement, subject to the requirements set forth in Section 287.055, Florida Statutes. Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 CONSULTANT shall continue work when seeking change order unless work has not been authorized herein, or by written amendment or change order, executed by the parties hereto, with the same formality, equality, and dignity herewith. Work to be performed while a seeking change order which has not been described herein or in a separate written agreement shall be performed at the CONSULTANT's own risk. CITY shall not be responsible for any payments requested pursuant to a change order until the change order is approved by the CITY.

5.3 In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written agreement or amendment executed by the Parties hereto with the same formality and equal dignity herewith.

**ARTICLE 6**  
**INDEMNIFICATION**

6.1 CONSULTANT shall indemnify and save harmless the CITY, its elected and appointed officials, agents, servants and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees and appellate costs, sustained by the CITY, its elected and appointed officials, agents, servants or employees arising out of, or by reason of, or resulting from the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its agents, servants or employees in the performance under this Agreement.

6.2 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the total compensation received by CONSULTANT. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.3 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the parties responsibility to indemnify.

6.4 Nothing contained here is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

6.5 Pursuant to section 558.0035, Florida Statutes, a design professional who is an individual employee or agent of the consultant may not be held individually liable for negligence occurring in the course and scope of this professional services agreement.

**ARTICLE 7**  
**INSURANCE**

7.1 The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY, nor shall the CONSULTANT allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial

strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONSULTANT or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

#### 7.6 REQUIRED INSURANCE

CONSULTANT shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

7.6.1 Comprehensive General Liability Insurance including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 (mostly for construction or equipment sold to the CITY)

Proposer must provide a copy of the Declaration of Coverage Page containing the policy forms and any exclusions of General Liability.

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

The City of Cooper City must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

7.6.2 Workers' Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A - Statutory
2. Employers Liability: Coverage B - \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

7.6.3 AUTO LIABILITY INSURANCE covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.6.3.1 If CONSULTANT requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

7.6.4 Umbrella/Excess Liability Insurance in the amount of \$\_\_\_\_\_ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.