



LAKE WORTH

COMMUNITY REDEVELOPMENT AGENCY

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MEMORANDUM

TO: Chair, Vice-Chair and Members of the Board
FROM: Chris Dabros, Project Manager 
DATE: October 14, 2014
SUBJECT: Professional Design & Engineering Firms – Execute Agreements and Accept Revisions to the Contract

EXPLANATION:

On September 2nd, the CRA Board reviewed and selected the top six ranked professional design and engineering firms which responded to CRA RFQ # 03-1314. Since that time, copies of the contracts were delivered to each of the firms for their review and execution. All firms were to have their executed contracts sent back to the CRA office by Monday October 6th. After review of the contracts, several of the firms requested that the CRA agree to a minor amendment to the agreements. Specifically, the firms have requested that article 10.7 of the agreement be replaced with language that complies with Florida State Statute 725.08. This request was forwarded to the CRA Board Attorney for legal advice. After a thorough review of the request, our attorney believes that a revision to article 10.7 will not have an adverse affect to the CRA.

If the Board concurs, revised language for article 10.7 will be added to the agreement. Staff has included the existing language (**EXHIBIT 'A'**) and the revised language (**EXHIBIT 'B'**). Copies of each of the six agreements are voluminous and were not included in your packets. However, Staff welcomes the Board to review each contract upon request.

This change to the existing agreement will result in immediate execution of the contracts which are needed to begin anticipated infrastructure projects.

RECOMMENDATION:

Staff recommends that the Board accept the new language to the agreements which revises article 10.7 of the contract. Following acceptance of this, Staff recommends that the Board allow the Chairman to execute the contracts with the following 6 professional design and engineering firms:

1. Keshavarz & Associates, Inc.
2. Civil Design Inc.
3. Mock Roos & Associates, Inc.
4. Calvin Giordano & Associates, Inc.
5. Kimley-Horn & Associates Inc.
6. Craven Thompson & Associates Inc.

In the event the Consultant, 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, the Consultant must secure the prior written approval of the CRA unless such work is specifically detailed in the task order.

10.6 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the CRA. However, the Agreement shall run with the CRA and its successors.

10.7 INDEMNIFICATION OF CRA

~~In consideration of ten dollars (\$10.00) and other valuable consideration, the Consultant shall defend, indemnify and save harmless the CRA, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the gross negligence, or actions based upon the willful, wanton or intentional misconduct of the CRA as well as other exclusions provided by F.S. 725.06(1)(c), recklessness or intentional wrongful misconduct of the Consultant and any persons employed or utilized by the Consultant in the performance of the services pursuant to this Agreement, and any associated Work Authorization. Consultant agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the Consultant, its subcontractors, agents, servants or employees. Consultant further agrees to defend, indemnify and save harmless the CRA from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CRA on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CRA for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.~~

~~The indemnification provided above shall obligate the Consultant to defend at its own expense or to provide for such defense, at the CRA's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the CRA which may result from the operations and activities under this Agreement whether the actions are performed by the Consultant, its subcontractor, or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees, paralegal expenses, and costs at both trial and appellate levels.~~

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In consideration of ten dollars (\$10.00) and other valuable consideration, the Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. Consultant agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any applicable Federal, State, County or City laws, by-laws, ordinances or regulations by the Consultant, its subcontractors, agents, servants or employees. Consultant further agrees to indemnify and save harmless the CRA from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CRA on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CRA for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.