

**EXHIBIT 3**

**CONTRACT FOR MIAMI GARDENS**

RESOLUTION No. 2004-93-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT PROVIDING FOR PROFESSIONAL PLANS REVIEW AND INSPECTION SERVICES WHICH INCLUDES PLUMBING, ELECTRICAL, MECHANICAL AND BUILDING PLANS PROCESSING AND INSPECTION-RELATED SERVICES WITH M.T. CAUSLEY, INC., A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A", PIGGYBACKING ON THAT CERTAIN AGREEMENT BETWEEN M.T. CAUSLEY, INC. AND THE CITY OF CORAL GABLES, DATED OCTOBER 8, 2002, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager has determined that it would be in the best interest of the City to contract with a private firm to provide for Plans Review and Inspection Services which includes plumbing, electrical, mechanical and building plans processing and inspection-related services on behalf of the City, and

WHEREAS, the City of Coral Gables has entered into an Agreement with M.T. CAUSLEY, INC. for the provision of the professional services of plumbing, electrical, mechanical, and building plans processing, and inspection services, and

WHEREAS, the City Manager recommends that pursuant to Article VI of the City's Purchasing Ordinance, that the City "piggyback" upon the Agreement between the City of Coral Gables and M.T. CAUSLEY, INC., and

WHEREAS, the City Council for the City of Miami Gardens adopts the City Manager's recommendation that the City enter into an Agreement with M.T. CAUSLEY, INC.,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas

paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Agreement between M.T. CAUSLEY, INC. and the City of Coral Gables, dated October 8, 2002, a copy of which is attached hereto as **Exhibit "A"**, by piggybacking on the Agreement between M.T. CAUSLEY, INC. and the City of Coral Gables. Said Contract shall not exceed \$300,000.00.

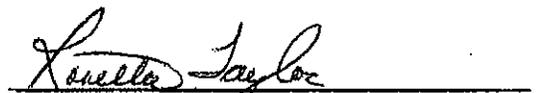
Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to M.T. CAUSLEY, INC., and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON AUGUST 25, 2004.

  
SHIRLEY GIBSON, MAYOR

ATTEST:

  
RONETTA TAYLOR, CMC, CITY CLERK

Prepared by SONJA K. KNIGHTON, ESQ.  
City Attorney

SPONSORED BY: DANNY O. CREW, CITY MANAGER

Resolution No. 2004-93-144

MOVED BY: Vice Mayor Campbell  
SECONDED BY: Councilman Bratton

VOTE: 5-2

Mayor Gibson	<u>x</u> (Yes)	<u>  </u> (No)
Vice Mayor Campbell	<u>x</u> (Yes)	<u>  </u> (No)
Councilman Melvin L. Bratton	<u>x</u> (Yes)	<u>  </u> (No)
Councilman Oscar Braynon, II	<u>  </u> (Yes)	<u>x</u> (No)
Councilwoman Audrey J. King	<u>x</u> (Yes)	<u>  </u> (No)
Councilwoman Sharon Pritchett	<u>  </u> (Yes)	<u>x</u> (No)
Councilwoman Barbara Watson	<u>x</u> (Yes)	<u>  </u> (No)

S:\MIAMI\RESOS\IMTCAUSLE.DOC

**PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT is made as of this 25 day of August, 2004 by and between the City of Miami Gardens, Miami-Dade County, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"), and M.T. CAUSLEY, INC., a Florida corporation hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the City Manager has determined that it would be in the best interest of the City to contract with a private firm to provide professional plan review and inspection services on behalf of the CITY, and

WHEREAS, the City of Coral Gables has entered into an Agreement with CONTRACTOR for the provision of plan review and inspection services, and

WHEREAS, the City Manager recommends that pursuant to Article VI of the CITY'S Purchasing Ordinance, that the CITY "piggyback" upon the Agreement between City of Coral Gables and CONTRACTOR, and

WHEREAS, the City Council for the City of Miami Gardens adopts the City Manager's recommendation that the CITY enter into an Agreement with CONTRACTOR,

NOW, THEREFORE, in consideration of the monies herein described and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. INCORPORATION: The terms and conditions of the Contract awarded by the City of Coral Gables to M.T. CAUSLEY, INC., dated October 8, 2002, and attached hereto as Exhibit "A", is incorporated herein by reference and made a specific part hereof subject to the following:

a) The terms "Coral Gables" and "CITY" shall refer to "CITY OF MIAMI GARDENS."

b) The term of this Agreement shall be effective for a period of one (1) year and may be renewed at the sole discretion of the CITY for additional two (2) year terms.

c) The term "Director" shall refer to the City Manager, or his designee.

2. AVAILABILITY OF FUNDS: The obligations of the CITY under this

Agreement are subject to funds being lawfully appropriated by the CITY.

3. TERMINATION: The termination provision of the Agreement in Section 13(B) shall be replaced as follows:

13(B). This Agreement may be terminated by the City without cause upon thirty (30) days' written notice to CONTRACTOR. This Agreement may be terminated immediately by the City if the services do not comply with the specifications stated herein or fails to meet with the City's performance standards as determined by the City Manager. Upon termination, CONTRACTOR shall be paid for services actually rendered to the City's satisfaction through the date of termination. Either party may terminate this Agreement pursuant to Section 16.

4. PAYMENTS: All payments required pursuant to Section 5 shall be mailed to the City Manager's attention at the City of Miami Gardens.

5. NOTICES: Section 9, Notices and Section 18(H) are amended to include that all notices required to the Agreement shall be sent by certified mail, return receipt requested, and shall be mailed to:

CITY: CITY OF MIAMI GARDENS  
1515 Northwest 167th Street  
Building 5, Suite 200  
Miami Gardens, Florida 33169  
ATTENTION: DANNY O. CREW, CITY MANAGER

COPY TO: SONJA K. KNIGHTON, ESQ., CITY ATTORNEY  
CITY OF MIAMI GARDENS  
501 N.E. 8<sup>th</sup> Street  
Fort Lauderdale, Florida 33304

CONTRACTOR: M.T. CAUSLEY, INC.  
97 Northeast 15th Street  
Homestead, FL 33030

6. ATTORNEY'S FEES: Should any dispute arise hereunder, the CITY shall be entitled to recover against CONTRACTOR all costs, expenses and attorneys fees incurred by the CITY in such dispute, whether or not suit be brought and such rights shall include all of such costs, expenses and attorneys fees through all the appeals or the actions. Venue for all proceedings shall be prepared in Miami-Dade County.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

**CITY OF MIAMI GARDENS**

Shirley Gibson  
Shirley Gibson, Mayor

9/10/04  
Date

**ATTEST:**

Ronetta Taylor  
City Clerk  
Ronetta Taylor, CMC

Approved as to form and legal  
Sufficiency:

Sonia K. Knighton  
Sonia K. Knighton, City Attorney

**M.T. CAUSLEY, INC.**

**ATTEST:**

By: Michael T. Causley  
Name: Michael T. Causley  
Title: Pr.

By: Michael T. Causley  
Name: Michael T. Causley  
Title: Pr.

(SEAL)

80-10

**PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT made and entered into this 8th day of October, 2002, by and between the CITY OF CORAL GABLES, a political subdivision of the State of Florida, hereinafter referred to as the "CITY" and M. T. Causely, Inc., a Florida Corporation hereinafter referred to as the "CONSULTANT".

**WITNESSETH**

WHEREAS, the CITY agrees to retain the CONSULTANT for all professional work prescribed herein in connection with Plans Review and Inspection Services, and other related services hereinafter called the "WORK"; and

WHEREAS, the CITY having conducted a Consultant Selection process as mandated by the State and City and investigated the qualifications of the CONSULTANT to perform the WORK herein contemplated and found them satisfactory; and

WHEREAS, the CONSULTANT having examined the scope of the WORK required hereunder and having expressed his/her desire and willingness to provide such professional services and having presented his/her qualifications to the CITY in support of his/her expressed desires; and

WHEREAS, as a result of the aforementioned, the CITY agrees to enter into this agreement with the CONSULTANT; and

WHEREAS the City Commissioners have approved the selection of the CONSULTANT to perform such services, and the CONSULTANT agrees to accept employment upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the CITY agrees to employ the CONSULTANT and the CONSULTANT agrees to perform all plans review and inspection services in connection with the WORK, as described herein, for an aggregated sum of Not to Exceed \$300,000 for the total duration of this agreement upon the following terms and conditions; namely;

**SECTION I - GENERAL PROVISIONS:**

1.1 The CONSULTANT may be issued a Notice to Proceed to encompass the entire Basic Services, as defined in paragraph 2.2 for a project, for a portion of the Basic Services, or for discrete tasks as specified in paragraphs 2.3 Additional Professional Services, for the purpose of reviewing work performed by other professional consultants or for other miscellaneous professional services that may be required.

1.2 It is understood that a Notice to Proceed will be issued on an as needed basis at the sole discretion of the CITY. The CITY reserves, at all times, the right to perform any and all of this type of work in-house or with other consultants. This Agreement does not confer on the CONSULTANT any exclusive rights to CITY WORK, nor does it obligate the CITY in any manner to guarantee WORK for the CONSULTANT.

City of Coral Gables, Florida  
Standard General Contract  
Prepared by:  
Department of Public Works  
In Conjunction With  
Elizabeth M. Hernandez, Esquire, City Attorney

1.3 The CITY will confer with the CONSULTANT before any Notice to Proceed is issued to discuss the scope of the WORK, the time needed to complete the WORK and the fee for the services to be rendered in connection with the WORK.

1.4 The CONSULTANT will submit a proposal, upon the CITY'S request prior to the issuance of a Notice to Proceed. No payment will be made for the CONSULTANT'S time and services in connection with the preparation of any such proposal.

1.5 The CITY agrees that it will make available to the CONSULTANT plans and other data in the CITY files pertaining to the WORK to be performed under this agreement promptly after each Notice to Proceed.

1.6 The CONSULTANT agrees to produce and distribute minutes, promptly after each meeting at which their presence is requested/required.

1.7 The CITY agrees to designate, when necessary, a representative who shall examine the documents submitted by the CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S services. The CONSULTANT shall keep the CITY'S representative advised on the project status at all times.

## SECTION 2 - PROFESSIONAL SERVICES

### 2.1 General Plan Review and Inspection Services

The categories of the Plans Review and Inspection Services required generally include but are not limited to the following:

- A. Building
- B. Electrical
- C. Plumbing
- D. Mechanical
- E. Structural/Threshold
- F. Roofing
- G. Fire
- H. Public Right-of-Way
- I. Elevators

### 2.2 Professional Services

Upon authorization to proceed from the Director of Building and Zoning or his/her designee, the CONSULTANT agrees to provide complete professional services for any portion or all of the professional services enumerated hereinafter. The CONSULTANT agrees to coordinate his/her effort with that of any other CONSULTANTS retained by either the CONSULTANT or the CITY to assure a coordinated and complete WORK. The CONSULTANT shall prepare and coordinate the WORK which shall be prepared by, and be the responsibility of the respective disciplines.

The Basic Services, for plans review design and construction, may be generally classified as either:

- A. Work site representation services covering the administrative assistance and construction inspection during pre-construction, construction and closeout of a project;
- B. Special Inspections and Threshold Building Inspections;
- C. Building and Zoning Inspection Services covering the construction inspections required under the Florida Building Code, the Zoning Code, City Code or the South Florida Building Code, Miami Dade County Edition, whichever is applicable.

D. Review and processing of construction plans for obtaining building permits;

The CONSULTANT may be required to provide all day-to-day management of any or all of these Services. The CITY will maintain oversight control of all construction activities.

Those assignments that may be classified as work site representation services shall be performed in accordance with the CITY'S Code and Procedures. Those assignments that may be classified as either special inspections, Threshold Building Inspections, Building and Zoning Inspections or Plans Permit Reviews shall be performed in accordance with the Florida Building Code, the Zoning Code, City Code or the South Florida Building Code, Miami Dade County Edition, whichever is applicable.

The CITY Zoning Code and the Florida Building Code, as each may be amended from time-to-time during the term of this Agreement, those amendments are hereby made part of this Agreement by reference. It is also expressly understood by both parties to this Agreement that where this Agreement references specific sections of the CITY Code, City Zoning Code and/or the Florida Building Code, and should the numbering of those referenced sections be changed in the CITY Code, City Zoning Code and/or the Florida Building Code during this Agreement or any extension thereto, the references shall continue to the new numbering scheme in the CITY Code, City Zoning Code and/or the Florida Building Code.

2.3 Additional Professional Services

Additional Services as listed below are normally considered to be beyond the Scope of the Basic Services as defined in this Agreement.

- A. Special analysis of the CITY'S needs, and special-programming requirements for the WORK.
- B. Financial feasibility, life cycle costing, or other special studies.
- C. Planning surveys, site evaluations, or comparative studies of prospective sites.
- D. Design services relative to future facilities, systems and equipment, which are not intended to be constructed as part of a specific WORK.
- E. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the CITY.
- F. Consultation concerning replacement of any WORK damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Basic Services as may be required relative to replacement of such WORK, providing the cause is found by the CITY to be other than by fault of the CONSULTANT.
- G. Professional services made necessary by the default of the Contractor or by major defects in the WORK under the Construction Contract, providing the cause is found by the CITY to be other than by fault of the CONSULTANT.
- H. Making major revision changing the Scope of WORK, to drawings and specifications when such revisions are inconsistent with written approvals or instruction previously given by the CITY and are due to causes beyond the control of the CONSULTANT. (Major revisions are defined as those changing the Scope and arrangement of spaces and/or scheme or any portion).
- I. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceedings or legal proceedings in connection with this WORK.
- J. Professional Services required after approval by the CITY or the Contractor's Requisition for Final Payment, except as otherwise required under Basic Services.

K. Preparing supporting data, drawings, and specifications as may be required for orders affecting the Scope of Work provided by the changes are due to causes found by the CITY, to be beyond the control of the CONSULTANT.

**SECTION 3 - TIME FOR COMPLETION:**

The services to be rendered by the CONSULTANT for any WORK shall be commenced upon written Notice to Proceed from the Director of Building and Zoning or his/her designee, subsequent to the execution of this Agreement and shall be completed within the time based on reasonable determination, stated in the said Notice to Proceed.

A reasonable extension of time will be granted in the event there is a delay on the part of the CITY in fulfilling its part of the Agreement, change of scope or should any other events beyond the control of the CONSULTANT render performance of his/her duties impossible.

**SECTION 4 - BASIC COMPENSATION**

The CONSULTANT agrees to negotiate a "Not to Exceed" fixed sum fee for each of the WORK based on the Scope of such WORK. Upon agreement of a fee, the Director of Building and Zoning or his/her designee will issue a written authorization to proceed to the CONSULTANT. In the case of an emergency, the CITY reserves the right to issue oral authorization to the CONSULTANT with the understanding that written confirmation will follow immediately thereafter.

The fees for Professional Services for each of the WORK shall be determined by one of the following methods or a combination thereof, as mutually agreed upon by the CITY and the CONSULTANT.

A. Multiple of Direct Salary Expense: The "Not to Exceed" fee may be based on multiple of 2.8 times the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on a project, such multiplied rate not to exceed \$ 100.00 dollars per hour by either principals or employees. For the purpose of this Agreement the following are to be considered as Principals:

Michael T. Conroy Pres.

Vice Pres.

B. A Fixed Sum: The fee for a task or a Scope of Work may be fixed sum as mutually agreed upon by the CITY and the CONSULTANT.

C. Hourly Rate Fee: The CITY agrees to pay, and the CONSULTANT agrees to accept, for the services rendered pursuant to this Agreement, fees in accordance with the following:

1. Category	Hourly Rate
Principal	\$ 100
Project Manager	\$ 100
Plans Reviewer/Processors	
A. Building	\$ 65
B. Mechanical	\$ 65
C. Plumbing	\$ 65
D. Structural/Threshold	\$ 65
E. Electrical	\$ 65
F. Fire	\$ 65

Inspector	
A. Building	\$ 65
B. Mechanical	\$ 65
C. Plumbing	\$ 65
D. Structural /Threshold	\$ 65
E. Electrical	\$ 65
F. Fire	\$ 65
Clerical	\$ 39

Hourly rates will include all wages, benefits, overhead and profit using (1) CONSULTANT facilities and (2) CITY Facilities

#### SECTION 5 - PAYMENT AND PARTIAL PAYMENTS

The CITY will make weekly or partial payments for \_\_\_\_\_ services to the CONSULTANT for all authorized WORK performed during the previous calendar month. Such payment shall, in the aggregate, not to exceed the percentage of the estimated total cost of the WORK and be based on accurate billing procedures mutually agreed between the CITY and the CONSULTANT.

The CONSULTANT shall submit an original INVOICE to the Finance Department, Accounts Payable Division, City Hall, 405 Biltmore Way, Coral Gables, Florida 33134. The CITY will consider this the official request for payment.

The CONSULTANT shall submit a duplicate invoice to the Director of Building and Zoning or his/her designee, which will process the invoice, and provide the following information:

1. The amount of the invoices submitted shall be the amount due for all WORK performed to date as certified by the CONSULTANT.
2. The request for payment shall include the following information:
  - a. Total Contract amount.
  - b. Percent of work complete.
  - c. Amount earned.
  - d. Amount previously billed.
  - e. Due this invoice.
  - f. Summary of work done this billing period.
  - g. Invoices number and date.

#### SECTION 6 - RIGHT OF DECISIONS

All services shall be performed by the CONSULTANT to the satisfaction of the Directors of the Public Works or Building and Zoning Departments, who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof and the

Director's decisions upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event that the CONSULTANT does not concur in the judgment of the Public Works or Building and Zoning Directors as to any decisions made by them, he/she shall present his written objections to the City Manager and the Public Works and Building and Zoning Directors shall abide by the decision of the CITY Manager.

#### SECTION 7 - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, specifications, maps, contract documents, and/or other data and reproducible plans, and other data developed by the CONSULTANT for

the purpose of this Agreement shall become the property of the CITY without restriction or limitation in connection with the Owners use and occupancy of the WORK. Reuse of these documents without written agreement from the CONSULTANT shall be the CITY'S sole risk and without liability and legal exposure to the CONSULTANT.

When each individual section of the WORK completed under this Agreement is complete, all of the above data shall be delivered to the Director of Building and Zoning or his/her designee.

In addition, if the CONSULTANT uses a computer aided design and drafting (C.A.D.D.) system to compile the plans and if that system can export the design data onto a medium usable by the CITY'S C.A.D.D. system, the CONSULTANT shall also supply a copy of this data to the CITY in such form, at no additional expense to the CITY.

*Consultant understands and agrees that any information, document, report or any other material whatsoever which is given by the CITY to Consultant or which is otherwise obtained or prepared by Consultant pursuant to or under the terms of this Agreement is and shall at all times remain the property of the CITY. Consultant agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the CITY which may be withheld or conditioned by the CITY OF CORAL GABLES in its sole discretion.*

#### SECTION 8 - COURT APPEARANCES, CONFERENCES AND HEARINGS

Nothing in this contract shall obligate the CONSULTANT to prepare for or appear in litigation on behalf of the CITY except in consideration of additional compensation, except for any dispute arising out of this contract. The amount of such compensation shall be mutually agreed upon and be subject to a supplemental agreement approved by the CITY and upon receipt of written authorization from the Director of the Building and Zoning Department or his/her designee, prior to performance of a court appearance and conference.

The CONSULTANT shall confer with the CITY at anytime during construction of the improvement herein contemplated as to interpretation of plans, correction of errors and omissions and preparation of any necessary plan thereof to correct such errors and omissions or clarify without added compensation. To the extent that the City is required to defend any action or claim arising from or as a result of Consultants actions or omissions in the performance of this Agreement, the Consultant shall assist the City in the defense of any such claim at no cost to the City.

#### SECTION 9 - NOTICES

Any notices, reports or other written communications from the CONSULTANT to the CITY shall be considered delivered when posted by the CITY or delivered in person to the Director of the Building and Zoning Department or his/her designee. Any notices, reports or other communications from the CITY to the CONSULTANT shall be considered delivered when posted by the CONSULTANT or delivered in person to said CONSULTANT or his authorized representative.

#### SECTION 10 - AUDIT RIGHTS

*The CITY and/or its authorized agents, may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the CITY to Consultant under this Agreement, audit, or cause to be audited, those books and records of Consultant which are related to Consultant's performance under this Agreement. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.*

**SECTION 11 - SUBLETTING**

The CONSULTANT shall not sublet, assign, or transfer any WORK under this Agreement without the prior written consent of the CITY.

**SECTION 12 - WARRANTY**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that he has not paid or agreed to pay any company or person other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability.

**SECTION 13 - TERMINATION OF AGREEMENT**

It is expressly understood and agreed that:

A. The CITY shall have the right terminate this Agreement for "cause". Termination for "cause" shall mean termination because of the CONSULTANT'S material breach of his/her covenants contained in this Agreement, gross misconduct by the CONSULTANT in the performance of his/her duties herein, the commission by the CONSULTANT of an action constituting common law fraud, or a felony, or acts of the CONSULTANT resulting in material damage to the CITY. "Material damage" shall be determined by the CITY in its sole discretion. The CONSULTANT shall be compensated only for WORK previously authorized and completed.

B. Termination without Cause. The CITY shall have the right to terminate this Agreement, in which event the CONSULTANT will thereupon be entitled only to compensation, for the work previously authorized and completed. Either party may terminate this Agreement pursuant to Section 16.

**SECTION 14 - DURATION OF AGREEMENT**

This Agreement, for the purpose of issuing new WORK shall remain in full force and effect for a period December 31, 2003, although the actual completion of the WORK may extend beyond such term, or until the depletion of funds allocated for the WORK, or unless otherwise terminated pursuant to Section 16.

**SECTION 15 - RENEWAL OPTION**

This Agreement may be renewed, at the sole discretion of the CITY, for additional two year terms.

**SECTION 16 - DEFAULT**

In the event either party fails to comply with the provisions of this Agreement, the aggrieved party may declare the other party in default and notify him in writing as provided in Section 9. In such event, the CONSULTANT will only be compensated for any completed Professional Services. In the event partial payment has been made for such Professional Services not completed, the CONSULTANT shall return such sums to the CITY within ten (10) days after notice that said sums are due. In the event of litigation by the other party to enforce the provisions of this Contract, the prevailing party will be compensated for reasonable attorney's fees.

*If the Consultant fails to comply with the terms or conditions of this Agreement, or fails to perform any of its obligations hereunder, the Consultant shall be in default. Upon the occurrence of a default hereunder, the CITY, in addition to all remedies available to it by law, may immediately, upon written to Consultant, terminate this*

Agreement whereupon all payments, advances, or other compensation paid by the CITY to Consultant while Consultant was in default shall be immediately returned to the CITY. Consultant understands and agrees that termination of this Agreement under this section shall not release the Consultant from any obligation accruing prior to the effective date of termination. Should Consultant be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then in addition to the foregoing, Consultant shall be liable to the CITY for all expenses incurred by the CITY in preparation and negotiations of this Agreement, as well as all costs and expenses incurred by the CITY in the re-procurement of the Services.

**SECTION 17 - HOLD HARMLESS, INDEMNIFICATION AND WAIVER OF LIABILITY**

The CONSULTANT shall not commence WORK on this Agreement until he/she has obtained all insurance required by the CITY. The CONSULTANT shall indemnify and save the CITY harmless from any and all claims, liability, losses and causes of actions arising solely out of willful or unlawful act, or any negligent error or omission, or any negligent act(s) of the

CONSULTANT or his/her SUBCONSULTANTS, incident to the performance of the CONSULTANT'S Professional Services under this Agreement and shall obtain insurance to satisfy said indemnification. The CONSULTANT shall pay all claims and losses incidental or otherwise to the CONSULTANT'S Professional Service Agreement herewith and shall defend all such suits in the name of the CITY, when applicable, and if found liable shall compensate the CITY for reasonable attorney's fees and, shall pay all costs and judgments including attorney's fees which may issue thereupon. The Consultant shall cooperate with and assist the City in the defense of any claims or actions arising from or as a result of consultant's acts or omissions in the performance of this agreement.

The CONSULTANT agrees and recognizes that the CITY shall not be held liable or responsible for any claims, which may result from a willful or unlawful act, or any negligent error or omission, or any negligent act (s) of the CONSULTANT or his/her SUB-CONSULTANTS. In reviewing, approving or rejecting any submissions or acts of the CONSULTANT or his/her SUB-CONSULTANTS, the CITY does not assume or share any of this responsibility or liability for the CONSULTANT or his/her SUB-CONSULTANTS, the registered professional (architects and/or engineers) under this Agreement. The CONSULTANT shall obtain insurance which satisfies the requirements of this section and shall name the CITY as an additional insured.

Pursuant to the provisions of Florida Statutes Section 725.06, the parties agree that 1% (one percent) of the contract price represents specific consideration to the CONSULTANT for the indemnification set for in this Contract. The CONSULTANT, in consideration of the foregoing, agrees to indemnify the CITY for any damages to persons or property caused in part or in whole by any act, omission, or default of the CONSULTANT arising from the contract or its performance. Pursuant to the requirements of Section 725.06, the limit of such indemnification shall be one million dollars (\$1,000,000.00).

**SECTION 18 - INSURANCE**

The CONSULTANT shall maintain during the term of this Agreement the following insurance:

- A. Professional Liability Insurance in the amount of \$1,000,000 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all sums which the CONSULTANT shall become legally obligated to pay as damages for claims arising out of the services performed by the CONSULTANT or any person employed by him/her in connection with this Agreement. This insurance

shall be maintained for three (3) years after completion of the construction projects and acceptance of any WORK covered by this Agreement. However, the CONSULTANT may purchase Specific Project CONSULTANT (Engineer's/Architect's) Professional Liability Insurance which provides for the coverage requested by the Section.

- B. Comprehensive General Liability Insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provisions, and personal injury and property damage liability with limits of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily injury and property damage. Said policy or policies shall name the CITY as an additional insured and shall reflect the hold harmless provision contained herein.
- C. Workman's Compensation Insurance for all employees of the CONSULTANT, with limits as required by Chapter 440, Florida Statutes, (Coverage A: Statutory; Coverage B: Employer's Liability Insurance with limits not less than one million dollars \$1,000,000).
- D. Other (or increased amounts of) insurance which the CITY shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the soon of 90 days after notice thereof or the next annual renewal of any policy being increased (as applicable).
- E. All policies shall contain waiver of subrogation against the CITY where applicable and shall expressly provide that such policy or policies are primary over any other collective insurance that the CITY may have.
- F. All of the above insurance is to be place with Best-rated A-8 or better insurance companies, qualified to do business under the laws of the State of Florida.
- G. Except as to subsection A and C herein, the CITY shall be named as an additional insured under such policies. Said policies shall contain a "severability of intent" or a "cross liability" clause without obligation for premium payment by the CITY. The CITY reserves the right to request a copy of the required policies for review.
- H. All policies shall provide for a 30-day notice to the CITY prior to cancellation or material changes. Said notice shall be made to:

City Manager  
City of Coral Gables City Hall  
405 Biltmore Way  
Coral Gables, Florida 33134

With a copy to:

City Attorney  
405 Biltmore Way  
Coral Gables, Florida 33134

- I. The CONSULTANT shall furnish Certificates of Insurance to the Employee Relations Department and the Office of the City Attorney, prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the CITY is named as an additional insured and that the CONSULTANT has obtained insurance in the type, amount, and classification required for strict compliance with this Section and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the CITY as provided in subsection H.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of his/her liability and obligations under this Section or under any other portion of this Agreement.

#### SECTION 19 - INDEPENDENT CONTRACTOR

The CONSULTANT acknowledges that he/she is entering into this Agreement as an independent contractor and that he/she shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to his/her services or those of his/her employees. The CITY shall not withhold from sums payable to this CONSULTANT, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The CONSULTANT will not be considered an employee of the CITY or entitled to participate in plans, distributions, arrangements, or other benefits extended to the CITY'S employees.

Nothing herein shall imply or shall be deemed to imply an agency relationship between the CITY and the CONSULTANT.

#### SECTION 20 - NON-DISCRIMINATION

It is understood that the CONSULTANT shall not discriminate against any employee in the performance of the Contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex or physical handicap.

#### SECTION 21 - RELATIONSHIP OF PARTIES

Officers, agents and employees of the CONSULTANT shall not be deemed to be employees of the CITY for any purpose whatsoever.

#### SECTION 22 - INDULGENCES

Indulgences granted with regard to breach or failure to perform under any provisions of this Agreement or amendments to this Agreement, either initial occurrence of any time thereafter, shall not constitute a waiver of the rights of the CITY under this Agreement.

#### SECTION 23 - AGREEMENT NOT EXCLUSIVE

Nothing in this Agreement shall prevent the CITY from employing other CONSULTANTS to perform the same or similar services.

#### SECTION 24 - CODES, ORDINANCES AND LAWS

The CONSULTANT will abide and be governed by all duly promulgated and published CITY, County, State and Federal Codes, Ordinances and laws in effect at the time of the CONSULTANT'S services which have a direct bearing on the WORK involved on this project.

*Consultant understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. CITY and Consultant agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.*

**SECTION 25 - ENTIRETY OF AGREEMENT**

This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties and incorporated as an Addendum hereto.

**SECTION 26 - SEVERABILITY**

If any provisions of this Agreement are found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provisions had been severed and deleted.

**SECTION 27 - AWARD OF AGREEMENT:**

Consultant represents and warrants to the CITY that it has not employed or retained any person or company employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

**SECTION 28 - PUBLIC RECORD:**

Consultant understands that the public shall have access at all reasonable times to all documents and information pertaining to CITY contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the CITY.

**SECTION 29 - NONDISCRIMINATION:**

Consultant represents and warrants to the CITY that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

The Consultant shall take affirmative steps to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, handicap or marital status. Such action shall include, but not be limited to the following areas: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other compensation; and selection and training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices are provided by the Labor Officer, setting forth provisions of this Equal Opportunity Clause.





**ADDENDUM TO AGREEMENT WITH M.T. CAUSLEY, INC.**

This ADDENDUM is made to that certain Contract by and between THE CITY OF MIAMI GARDENS ("CITY") and M.T. CAUSLEY, INC. ("Contractor") executed on August 25, 2004 ("Contract").

**WITNESSETH**

WHEREAS, the City entered into an Agreement with M.T. Causley, Inc. on August 25, 2004 whereby M.T. Causley, Inc., was to provide inspection services for plumbing, electrical, mechanical and building plans, processing and inspection-related services, and

WHEREAS, the City's Agreement with M.T. Causley, Inc. was based upon an agreement between M.T. Causley, Inc. and the City of Coral Gables, and

WHEREAS, the Agreement between the City and M.T. Causley, Inc. had a not-to-exceed amount of Three Hundred Thousand (\$300,000.00) Dollars, and had the option of being renewed by the City for additional two-year terms, and

WHEREAS, the City has exceeded the expenditure of Three Hundred Thousand (\$300,000.00) Dollars for the original Contract term, in light of the tremendous amount of development that has taken place in the City, and

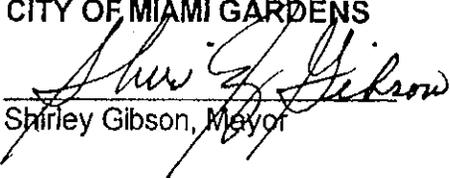
WHEREAS, the City would like to continue utilizing the services of M.T. Causley, Inc. for an additional two-year term to assist with the backlog of inspections that are required to keep pace with the development in the City,

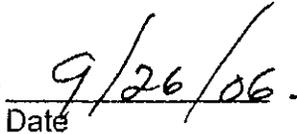
NOW, THEREFORE, in consideration of the monies herein described and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM:** The term of the Contract is hereby extended for an additional two-year term from August 25, 2006 through August 25, 2008.
2. **NOT TO EXCEED:** The Not To Exceed limitation of the Contract is deleted. However, the annual Contract amount shall not exceed the annual budgeted amount.
3. **INCONSISTENCY:** In the event of an inconsistency or contradiction between the terms hereof and the terms of the Contract, to which this Addendum is attached, the terms hereof shall control.
4. **EFFECT OF ORIGINAL CONTRACT:** All terms of the Contract not affected by this Addendum shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

**CITY OF MIAMI GARDENS**

  
Shirley Gibson, Mayor

  
Date

**ATTEST:**

  
City Clerk  
Ronetta Taylor, CMC

Approved as to form and legal  
Sufficiency.

  
Sonia K. Dickens, City Attorney

M.T. CAUSLEY, INC.

By:

Michael T. Causley  
Signature

11/14/06  
Date

Michael T. Causley  
Print name

RESOLUTION No. 2008-159-846

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN SECOND ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND M.T. CAUSLEY, INC., A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City previously entered into an Agreement with M.T. Causley ("Causley") whereby Causley was to provide inspection services for plumbing, electrical, mechanical and building plans, processing and inspection-related services; and

WHEREAS, the prior Agreement was extended for a two-year term that ended on August 25, 2008, and

WHEREAS, the City would like to continue utilizing the services of causley for an additional two-year term to assist with the backlog of inspections that are required to keep pace with the development in the City,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Council hereby authorizes the City Manager to execute that certain Second Addendum to the Professional Services Agreement between the City of Miami Gardens and Causley to extend the Contract for an additional two (2) year term in accordance with Exhibit "A" attached hereto.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain four (4) fully executed copies of the subject Second Addendum to the

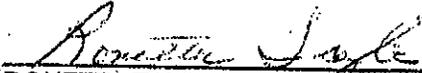
Professional Services Agreement between the City of Miami Gardens and M.T. Causley, Inc., with one to be maintained by the City; with one to be delivered to M.T. Causley and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON September 10, 2008.

  
SHIRLEY GIBSON, MAYOR

ATTEST:

  
RONETTA TAYLOR, MMC, CITY CLERK

Prepared by SONJA K. DICKENS, ESQ.  
City Attorney

SPONSORED BY: DANNY O. CREW, CITY MANAGER

MOVED BY: Vice Mayor Watson  
SECOND BY: Councilman Bratton

VOTE: 7-0

Mayor Shirley Gibson	<u>X</u> (Yes)	___ (No)
Vice Mayor Barbara Watson	<u>X</u> (Yes)	___ (No)
Councilman Melvin L. Bratton	<u>X</u> (Yes)	___ (No)
Councilman Aaron Campbell	<u>X</u> (Yes)	___ (No)
Councilman Andre' Williams	<u>X</u> (Yes)	___ (No)
Councilwoman Sharon Pritchett	<u>X</u> (Yes)	___ (No)
Councilman Oliver Gilbert	<u>X</u> (Yes)	___ (No)

SKD/yt

**SECOND ADDENDUM TO AGREEMENT WITH M.T. CAUSLEY, INC.**

This SECOND ADDENDUM is made to that certain Contract by and between THE CITY OF MIAMI GARDENS ("CITY") and M.T. CAUSLEY, INC. ("Contractor") executed on August 25, 2004 ("Contract").

**WITNESSETH**

WHEREAS, the City entered into an Agreement with M.T. Causley, Inc. ("Causley") on August 25, 2004 whereby Causley was to provide inspection services for plumbing, electrical, mechanical and building plans, processing and inspection-related services, and

WHEREAS, the agreement was subsequently amended and extended for an additional two-year term which expired on August 25, 2008, and

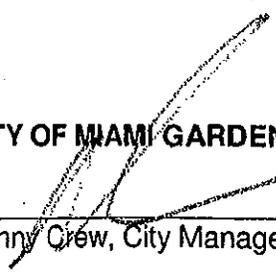
WHEREAS, the City would like to continue utilizing the services of Causley for an additional two-year term,

NOW, THEREFORE, in consideration of the monies herein described and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM:** The term of the Contract is hereby extended for an additional two-year term from August 25, 2008 through August 25, 2010.
2. **INCONSISTENCY:** In the event of an inconsistency or contradiction between the terms hereof and the terms of the Contract, to which this Second Addendum is attached, the terms hereof shall control.
3. **EFFECT OF ORIGINAL CONTRACT:** All terms of the Contract not affected by this Second Addendum shall remain in full force and effect.

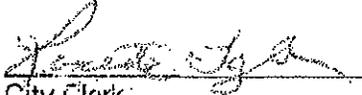
**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

**CITY OF MIAMI GARDENS**

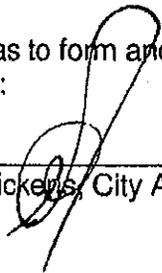
  
\_\_\_\_\_  
Danny Crew, City Manager

9/10/08  
\_\_\_\_\_  
Date

**ATTEST:**

  
\_\_\_\_\_  
City Clerk  
Ronetta Taylor, CMC

Approved as to form and legal  
Sufficiency:

  
\_\_\_\_\_  
Sonja K. Dickens, City Attorney

**M.T. CAUSLEY, INC.**

By:

  
\_\_\_\_\_  
Signature

9/22/08  
\_\_\_\_\_  
Date

Michael T. Causley  
\_\_\_\_\_  
Print name

8180981\_1.DOC