



Southwest Ranches Town Council

REGULAR MEETING

Agenda of November 17, 2022

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

Mayor Steve Breitkreuz	Town Council Jim Allbritton Bob Hartmann	Town Administrator Andrew D. Berns, MPA	Town Attorney Keith M. Poliakoff, J.D.
Vice Mayor Gary Jablonski	David Kuczenski	Town Financial Administrator Emil C. Lopez, CPM	Assistant Town Administrator/Town Clerk Russell C. Muniz, MPA

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Selection of Vice Mayor**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER _____ AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

4. **Public Comment**
 - All Speakers are limited to 3 minutes.
 - Public Comment will last for 30 minutes.
 - All comments must be on non-agenda items.
 - All Speakers must fill out a request card prior to speaking.
 - All Speakers must state first name, last name, and mailing address.
 - Speakers will be called in the order the request cards were received.
 - Request cards will only be received until the first five minutes of public comment have concluded.
5. **Board Reports**
6. **Council Member Comments**
7. **Legal Comments**
8. **Administration Comments**

Ordinance - 1st Reading

9. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES TO REGULATE RUN AWAY DOGS AND DANGEROUS DOGS; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE. {Tabled**

from October 27, 2022}

Resolutions (Consent Agenda)

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO CARNAHAN, PROCTOR AND CROSS, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING TRAFFIC ENGINEERING SERVICES, GENERAL CIVIL ENGINEERING SERVICES, LAND SURVEYING SERVICES, LANDSCAPE ARCHITECTURAL SERVICES, GEOTECHNICAL ENGINEERING SERVICES AND STRUCTURAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING CARNAHAN, PROCTOR AND CROSS, INC. TO UTILIZE THE SERVICES OF AREHNA ENGINEERING INC. AND BMA CONSULTING ENGINEERING INC. AS APPROVED SUBCONSULTANTS FOR SUCH WORK, AS OUTLINED IN ITS RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO HP CONSULTANTS, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST RELATING TO GEOTECHNICAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO KEITH AND ASSOCIATES, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING GENERAL CIVIL ENGINEERING SERVICES, LAND SURVEYING SERVICES, LANDSCAPE ARCHITECTURAL SERVICES, AND GENERAL ENVIRONMENTAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING KEITH AND ASSOCIATES, INC. TO UTILIZE THE SERVICES OF THE CHAPPELL GROUP, INC AS AN APPROVED SUBCONSULTANT FOR SUCH WORK, AS OUTLINED IN ITS RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO KIMLEY-HORN AND ASSOCIATES, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING TRAFFIC ENGINEERING SERVICES, GENERAL CIVIL ENGINEERING SERVICES, GENERAL ENVIRONMENTAL ENGINEERING SERVICES, LANDSCAPE ARCHITECTURAL SERVICES, STRUCTURAL ENGINEERING SERVICES, ELECTRICAL ENGINEERING SERVICES, GEOTECHNICAL ENGINEERING SERVICES, LAND SURVEYING SERVICES, AND MECHANICAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING KIMLEY-HORN AND ASSOCIATES, INC. TO UTILIZE THE SERVICES OF TIERRA SOUTH FLORIDA, INC., H2R CORP., STONER & ASSOCIATES INC., AND SMITH ENGINEERING CONSULTANTS, INC. AS APPROVED SUBCONSULTANTS FOR SUCH WORK, AS OUTLINED IN ITS RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO LONGITUDE SURVEYORS, LLC FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST RELATING TO LAND SURVEYING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.
15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO METRIC ENGINEERING, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST RELATING TO GENERAL ENVIRONMENTAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.
16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO RADISE INTERNATIONAL, L.C. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST

FOR LETTERS OF INTEREST RELATING TO GEOTECHNICAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO SOLID CONSULTING ENGINEERS, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING GENERAL CIVIL ENGINEERING SERVICES, WATER TREATMENT & WELL FIELD ENGINEERING SERVICES, CONSTRUCTION INSPECTION AND / OR CONSTRUCTION MANAGEMENT, LAND SURVEYING SERVICES, GIS/CAD SUPPORT, AND AERIAL PHOTOS, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING SOLID CONSULTING ENGINEERS, INC. TO UTILIZE THE SERVICES OF CARNAHAN, PROCTOR AND CROSS, INC., AZIMUTH 360 CONSULTING GROUP INC., AND AERIAL PHOTOGRAPHY, INC. AS APPROVED SUBCONSULTANTS FOR SUCH WORK, AS OUTLINED IN ITS RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.
18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO TIERRA SOUTH FLORIDA, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST RELATING TO GEOTECHNICAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.
19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO PROFESSIONAL SERVICE INDUSTRIES, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING GEOTECHNICAL ENGINEERING SERVICES, GENERAL ENVIRONMENTAL ENGINEERING SERVICES, AND CONSTRUCTION MATERIALS TESTING AND INSPECTION, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND

PROVIDING AN EFFECTIVE DATE.

- 20. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ASSIGNING THE TOWN'S PLANNING, ZONING AND LAND USE SERVICES TO TRANSYSTEMS CORPORATION D/B/A TRANSYSTEMS CORPORATION CONSULTANTS AS A RESULT OF ITS ACQUISITION OF SEPI ENGINEERING & CONSTRUCTION, INC. OR TO SUCH OTHER LEGAL ENTITY EMPLOYING JEFF KATIMS; AUTHORIZING THE MAYOR, THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO EXECUTE AN ASSIGNMENT, IF NECESSARY; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 21. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2021-2022 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 22. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2023; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 23. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2023; AND PROVIDING AN EFFECTIVE DATE.**
- 24. Approval of Minutes**
 - a. September 12, 2022 First Budget Hearing Minutes**
 - b. September 12, 2022 Regular Meeting Minutes**
 - c. September 22, 2022 Regular Meeting Minutes**
 - d. September 22, 2022 Second Budget Hearing Minutes**
 - e. October 13, 2022 Regular Meeting Minutes**

25. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 11/17/2022
SUBJECT: Appointment of New Vice Mayor

Recommendation

Town Staff is requesting Town Council's consideration and appointment of Vice Mayor of the Town of Southwest Ranches for the upcoming year.

Strategic Priorities

A. Sound Governance

Background

Section 2.03 of the Town's Charter addresses the position of Vice Mayor. The Vice Mayor shall be elected from among Council Members. It requires a majority vote of the Council. This Resolution serves to comply with the Town's Charter by appointing a new Vice Mayor.

The vote takes place in November of each year. The Vice Mayor shall serve for a period of one year. No Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
2023 Reso Appointing Vice Mayor - TA Approved	11/10/2022	Resolution

RESOLUTION NO. 2023 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER _____ AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 4, 2003 the Town’s electorate amended Section 2.03 of the Town’s Charter to provide for the annual appointment of the Town’s Vice Mayor; and

WHEREAS, on November 7, 2006 the Town’s electorate further amended Section 2.03 of the Town’s Charter to provide that the Vice Mayor shall be elected from among Council Members for a period of one year by a majority of the Council in November of each year; and

WHEREAS, no Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor; and

WHEREAS, this Resolution serves to comply with the Town’s Charter by appointing a new Vice Mayor.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby appoints Council Member _____ as the new Vice Mayor of the Town of Southwest Ranches.

Section 3: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 17th day of November 2022, on a motion by _____

and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.194.01



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Bob Hartmann, *Council Member*
David Kuczenski, *Council Member*

Andrew D. Berns, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 11/17/2022
SUBJECT: Vicious Dog Ordinance

Recommendation

Town Council consideration for a motion to approve the ordinance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

The Town is a rural community that contains numerous dogs and other animals. Although the majority of the dogs reside within the Town without incident, on several occasions dangerous dogs have attacked people, livestock, and other animals.

As a result of these dangerous dog attacks, the Town believes that it is in the best interest of the health, safety, and welfare of its residents to amend the Town's Code to regulate dogs to protect the lives and welfare of its residents and their pets.

This Code Amendment seeks to establish a definition for a "dangerous dog." It also seeks to prohibit run away dogs and defines such as a public nuisance. Run away dogs may be impounded and if found to have caused injury to a person or animals will casue the owner to

be prosecuted to the fullest extent of the law which may include civil and criminal proceedings.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Dangerous or Vicious Dogs Ordinance - TA Approved	10/21/2022	Ordinance

ORDINANCE NO. 2023-XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES TO REGULATE RUN AWAY DOGS AND DANGEROUS DOGS; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches is a rural community that contains numerous dogs and other animals; and

WHEREAS, although the majority of the dogs within the Town are good, on several occasions dangerous dogs have attacked people, livestock, and other animals; and

WHEREAS, as a result of these dangerous dog attacks, the Town believes that it is in the best interest of the health, safety, and welfare of its residents to amend the Town's Code to regulate dogs;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES:

Section 1: The Town Code of Ordinances is hereby amended to include a Section entitled "Dangerous Dogs" that shall state as follows:

Run Away Dogs:

(a). All persons must take whatever actions are required to confine a dog safely and humanely within its property, in accordance with the Town's Code, Broward County Code, and State Law, as may be amended from time to time.

(b). It is prohibited for a dog to run at large within the Town limits. Any dog running at large within the Town limits is declared to be a public nuisance.

(c). Any dog found running at large may be impounded and may not be released except upon payment of any licensing fees due, costs and charges incurred for impounding and maintenance of the dog, and the owner provides written documentary evidence to the Town that the dog shall remain in the property thereafter.

(d). The owner of a dog found running at large, or found to have caused injury or death to any persons or animals, shall be guilty of a violation of the Town's Code and shall be punished in accordance with the maximum amount provided for by law, as a violation that is irreparable or irreversible in nature, which based on the severity of the

violation, may include both civil and criminal proceedings. In any prosecution brought under this section, it shall not be necessary for the Town to allege or prove knowledge or neglect on the part of any accused person.

Dog Attack:

It shall be unlawful for a dog to attack or bite another animal or human being, without provocation. If a dog attacks or bites another animal or human being, without provocation it shall be deemed to be a dangerous dog.

Dangerous Dogs:

(a). The owner of a dangerous dog shall confine the dog to its property in an enclosure and shall not take, or allow the dog to be taken, out of the property unless the dog is securely muzzled and under the physical control of the owner by means of a leash, cord, or chain.

(b). It is prohibited for a dangerous dog to run at large within the Town limits. Any dangerous dog running at large within the Town limits is declared to be a public nuisance.

(c). Any dangerous dog found running at large may be impounded and may not be released except upon payment of any licensing fees due, costs and charges incurred for impounding and maintenance of the dog, and the owner provides written documentary evidence to the Town that the dog shall remain in the property thereafter. If any dangerous dog found running at large cannot be safely impounded, the Town may take any action to stop the dangerous dog from injuring themselves or other persons or animals.

(d). The owner of any dangerous dog found running at large, or found to have caused injury or death to any persons or animals, shall be guilty of a violation of the Town's Code and shall be punished in accordance with the maximum amount provided for by law, as a violation that is irreparable or irreversible in nature, which based on the severity of the violation, may include both civil and criminal proceedings. In any prosecution brought under this section, it shall not be necessary for the Town to allege or prove knowledge or neglect on the part of any accused person.

(e). When a court or competent jurisdiction has found the dog to be dangerous and orders the dog to be registered with Broward County, no person shall keep or harbor a dangerous dog without a valid dangerous dog license, pursuant to the Broward County Code of Ordinances, sections 4-12(b)(1), as they may be amended from time to time.

(f). The owner of any dangerous dog found running at large shall also be responsible to provide written documentary evidence to the Town showing what the owner has done to ensure that the will remain in the property in the future.

Section 2: Inclusion. The Town Clerk shall cause this Ordinance to be included as part of the Town’s Code of Ordinances.

Section 3: Severability. If any one or more of the provisions of this Ordinance shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be separate from the remaining provisions, and shall in no way affect the validity of all other provisions of this Ordinance.

Section 4: Conflict. That all Sections or parts of Sections of the Code of Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolution, in conflict are hereby repealed to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be effective immediately upon its adoption.

PASSED ON FIRST READING this ____ day of _____ on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2022, on a motion made by _____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____		
Kuczenski	_____		

[Signatures on Following Page]

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.167.01



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Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/17/2022
SUBJECT: Award of Continuing Contract to Carnahan, Proctor and Cross, Inc. for Traffic Engineering Services, General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services, Geotechnical Engineering Services and Structural Engineering Services

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

On June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services. These services include:

General Civil Engineering Services; Traffic Engineering Services; Geotechnical Engineering Services; Land Surveying Services; Water Treatment & Well Field Engineering Services; General Environmental Engineering Services; Architectural Services; Landscape Architectural Services; Structural Engineering Services; Electrical Engineering Services; and Mechanical Engineering Services. (Exhibit "A")

On July 27, 2022, the Town received thirteen (13) responses from the following firms:

1. Carnahan, Proctor and Cross, Inc.
2. CPZ Architects, Inc.
3. HP Consultants Inc.
4. Keith and Associates, Inc. dba KEITH
5. Kimley-Horn and Associates, Inc.
6. Longitude Surveyors, LLC
7. Metric Engineering, Inc.
8. Professional Service Industries, Inc.
9. RE Chisholm Architects. Inc.
10. RADISE International, L.C.
11. Saltz Michelson Architects, Inc.
12. Solid Consulting Engineers, Inc.
13. Tierra South Florida, Inc.

Among the thirteen respondents, six (6) listed other services that can be provided utilizing their subcontractors. These firms are:

1. Carnahan, Proctor and Cross, Inc.
 - a. Subcontractors
 - i. Arehna Engineering Inc. -
GEOTECHNICAL ENGINEERING SERVICES
 - ii. BMA Consulting Engineering Inc -
STRUCTURAL ENGINEERING SERVICES
2. CPZ Architects, Inc.
 - a. Subcontractors
 - i. Chen Moore and Associates, Inc. -
GENERAL CIVIL ENGINEERING SERVICES - LANDSCAPE
ARCHITECTURAL SERVICES
 - ii. Terracon Consultants, Inc -
GEOTECHNICAL ENGINEERING SERVICES - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
 - iii. Stoner & Associates Inc. - LAND
SURVEYING SERVICES
 - iv. Muengineers, Inc. - STRUCTURAL
ENGINEERING SERVICES
 - v. CMS Construction Management Services
– COST ESTIMATING
3. Keith and Associates, Inc. dba KEITH
 - a. Subcontractors
 - i. The Chappell Group, Inc - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
4. Kimley-Horn and Associates, Inc.
 - a. Subcontractors
 - i. H2R Corp - GEOTECHNICAL

ENGINEERING SERVICES

- ii. Stoner & Associates Inc. - LAND

SURVEYING SERVICES

- iii. Smith Engineering Consultants, Inc.

-MECHANICAL ENGINEERING SERVICES

5. Saltz Michelson Architects, Inc.

- a. Subcontractor

- i. Keith and Associates, Inc. dba KEITH-

GENERAL CIVIL ENGINEERING SERVICES

LANDSCAPE ARCHITECTURAL SERVICES

6. Solid Consulting Engineers, Inc.

- a. Subcontractors

- i. Carnahan, Proctor and Cross, Inc.-

LAND SURVEYING SERVICES

- ii. Azimuth 360 Consulting Group Inc.-

GIS/CAD Support

- iii. Aerial Photography, Inc. - AERIAL

PHOTOS

On September 27, 2022, the Town’s Selection and Negotiation Committee recommended that the Town enter into a contract with each of the thirteen *Submitter* for the *List of Services offered in the Bid* and approve vendor subcontractors. This council memorandum addresses the recommendation to award a contract for **Traffic Engineering Services, General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services, Geotechnical Engineering Services and Structural Engineering Services** to: **Carnahan, Proctor and Cross, Inc.**

The issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town’s Procurement Code, the State of Florida’s Consultant’s Competitive Negotiation Act, and federal law.

Fiscal Impact/Analysis

Services will be performed on an as-needed basis, for Town Projects. As such projects are identified, it will be brought back to the Town Council for approval prior to the commencement of any work. Major Capital Improvement Projects (CIP) may require additional “procurement.”

Staff Contact:

- Venessa Redman, Senior Procurement and Budget Officer
- Rod Ley, P.E., Public Works Director
- Emily Aceti, Community Services Manager
- Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Exhibit A to Council Memo	10/5/2022	Exhibit
Resolution - TA Approved	10/17/2022	Resolution
Exhibit A - RFP	10/5/2022	Exhibit
Exhibit B - Agreement	11/10/2022	Agreement
Exhibit B - Hourly Rates	10/10/2022	Exhibit

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Carnahan, Proctor and Cross, Inc.	Traffic Engineering Services, General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	Arehna Engineering Inc. - Geotechnical Engineering Services Sub BMA Consulting Engineering Inc - Structural Engineering Services
CPZ Architects, Inc.	Architectural Services	Chen Moore and Associates, Inc. - - General Civil Engineering Services - Landscape Architectural Services Terracon Consultants, Inc - - Geotechnical Engineering Services - General Environmental Engineering Services Stoner & Associates Inc. - Land Surveying Services Muengineers, Inc. - Structural Engineering Services CMS Construction Management Services – Cost Estimating
HP Consultants Inc.	Geotechnical Engineering	No Subcontractors
Keith and Associates, Inc. dba KEITH	General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	The Chappell Group, Inc - General Environmental Engineering Services
Kimley-Horn and Associates, Inc.	Traffic Engineering Services, General Civil Engineering Services, General Environmental Engineering Services, Landscape Architectural Services, Structural Engineering Services, Electrical Engineering Services	H2R Corp and Tierra South Florida, Inc. Geotechnical Engineering Services Stoner & Associates Inc. - Land Surveying Services Smith Engineering Consultants, Inc. – Mechanical Engineering Services

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Longitude Surveyors, LLC	Land Surveying	No Subcontractors
Metric Engineering, Inc.	General Environmental Engineering	No Subcontractors
Professional Service Industries, Inc.	Geotechnical Engineering Services, General Environmental Engineering Services, and Construction Materials Testing and Inspection	No Subcontractors
RE Chisholm Architects. Inc.	Architectural	No Subcontractors
RADISE International, L.C.	Geotechnical Engineering	No Subcontractors
Saltz Michelson Architects, Inc.	Architectural	Keith And Associates, Inc. Dba Keith-General Civil Engineering Services Landscape Architectural Services Johnson Structural Grp, Inc.- Structural Engineering Services Bildworx Design, LLC - Mechanical Engineering Services
Solid Consulting Engineers, Inc.	General Civil Engineering Services, Water Treatment & Well Field Engineering Services, Including Construction Inspection and / or Construction Management.	Carnahan, Proctor and Cross, Inc.- LAND SURVEYING SERVICES Azimuth 360 Consulting Group Inc.- GIS/CAD Support, Aerial Photography, Inc. - Aerial Photos
Tierra South Florida, Inc.	Geotechnical Engineering	No Subcontractors

RESOLUTION 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO CARNAHAN, PROCTOR AND CROSS, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING TRAFFIC ENGINEERING SERVICES, GENERAL CIVIL ENGINEERING SERVICES, LAND SURVEYING SERVICES, LANDSCAPE ARCHITECTURAL SERVICES, GEOTECHNICAL ENGINEERING SERVICES AND STRUCTURAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING CARNAHAN, PROCTOR AND CROSS, INC. TO UTILIZE THE SERVICES OF AREHNA ENGINEERING INC. AND BMA CONSULTING ENGINEERING INC. AS APPROVED SUBCONSULTANTS FOR SUCH WORK, AS OUTLINED IN ITS RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services; and

WHEREAS, on September 27, 2022, the Town's Selection and Negotiation Committee recommended that the Town enter into a contract with Carnahan, Proctor and Cross, Inc. for various services including Traffic Engineering Services, General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services, Geotechnical Engineering Services and Structural Engineering Services; and

WHEREAS, Carnahan, Proctor and Cross, Inc. has advised the Town that it may be utilizing Arehna Engineering Inc. and BMA Consulting Engineering Inc. as subconsultants for such work; and

WHEREAS, services will be completed on an as-needed basis for Town Projects; and

WHEREAS, such services will come back to the Town Council for approval prior to the commencement of any work; and

WHEREAS, the issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town's Procurement Code, the State of Florida's Consultant's Competitive Negotiation Act, and federal law; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Selection and Negotiation Committee's selection of Carnahan, Proctor and Cross, Inc. for Traffic Engineering Services, General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services, Geotechnical Engineering Services and Structural Engineering Services as outlined in Carnahan, Proctor and Cross, Inc.'s response to the Request for Letters of Interest attached hereto and incorporated herein as Exhibit "A".

Section 3. The Town Council hereby authorizes Carnahan, Proctor and Cross, Inc. to engage Arehna Engineering Inc. and BMA Consulting Engineering Inc. as approved subconsultants for such work, as outlined in its response.

Section 4. The Town Council hereby approves awarding a Continuing Contract with Carnahan, Proctor and Cross, Inc. as set for in Composite Exhibit "B", which has been attached hereto and has been incorporated herein by reference.

Section 5. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "B," and to make such nonmaterial modifications, additions, and/or deletions which are necessary and proper to effectuate the intent of this Resolution.

Section 6. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.182.01

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CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Continuing Contract for Professional Engineering Services ("CONTINUING CONTRACT") is made and entered into this ____ day of _____, 2022, by and between the Town of Southwest Ranches, Florida, hereinafter referred to as "TOWN", and Carnahan Proctor and Cross, Inc., a Florida Corporation licensed as an Authorized Professional Engineering Company, with the State of Florida under License NO. _____ and hereinafter referred to as "CONSULTANT".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RFQu No. 22-013, and adhered to the selection process pursuant to and in accordance with the Consultants' Competitive Negotiation Act, Florida Statute, 287.055 and the TOWN's Procurement Code; and,

WHEREAS, the TOWN desires to engage the CONSULTANT to perform certain professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT, as permitted by the Consultants' Competitive Negotiation Act; and,

WHEREAS, the CONSULTANT desires to provide such professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT; and,

WHEREAS, the TOWN represents that it has the authority to engage the CONSULTANT for the services set forth in RFQU 22-013, this CONTINUING CONTRACT, and as approved by the TOWN's Resolution No. _____.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this CONTINUING CONTRACT, it is mutually understood and agreed as follows:

The above Recitals are true and correct and are incorporated herein and made a part of this CONTINUING CONTRACT.

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

Standard of Care. All services rendered by CONSULTANT and its sub-consultants pursuant to this Continuing Contract will be performed in accordance with the standard of professional skill and care required for CONSULTANTS and other professionals retained to assist with, from commencement to finish of CONTINUING CONTRACT services of the projects contemplated by this Continuing Contract; provided, however, that no work shall be performed unless and until a written work authorization is executed and the

TOWN has issued a Notice to Proceed as to any of the projects. CONSULTANT will perform all services consistent with the interests of the TOWN and in accordance with the requirements of the State of Florida, including those promulgated by the South Florida Water Management District (“SFWMD”), the Central Broward Water Control District (“CBWCD”), South Broward Drainage District (“SBDD”), the Florida Department of Environmental Protection (“DEP”), the Florida Department of Transportation (“FDOT”), Broward County, Florida, the applicable edition of the Florida Building Code, with Broward County Amendments (“Florida Building Code”) and all other applicable codes, laws, regulations, ordinances, and all other applicable standards that govern the design and construction of projects under this Contract, including those of the Federal Emergency Management Agency (“FEMA”), the U.S. Army Corps of Engineers and the Environmental Protection Agency (“EPA”) as well as those requirements imposed by other governmental authorities having jurisdiction over the Town. CONSULTANT agrees to timely perform its services so as not to delay the projects under this CONTRACT, time being of the essence, and as set forth in the Notice to Proceed. The projects ("Project" or "Projects") which may be assigned to CONSULTANT, and subject of a Notice to Proceed, are those listed in RFQu 22-013, which is incorporated herein by reference.

1.1.1 Points of Contact.

The TOWN's Designated Point of Contact (or "Representative") shall be:

**Mr. Andrew D. Berns, Town Administrator, 954-434-0008,
aberns@southwestbranches.org or his designee.**

The CONSULTANT's Designated Point of Contact shall be:

**Gregory Proctor, PE, Principal, 954-593-8774 (cell) 954-972-3959 (office)
GProctor@cpc-eng.com**

1.1.2 Licensing and Other Obligations of CONSULTANT. The CONSULTANT will provide appropriate documentation to the TOWN to demonstrate that it and all its sub-consultants are properly licensed to perform all services relative to this Continuing Contract.

1.1.2.1 A sub-consultant is a person or entity who the CONSULTANT has retained and who the CONSULTANT will pay to perform any of the services described in this Continuing Contract. Reasonable funds for such payment have been included as part of CONSULTANT's compensation under this Continuing Contract.

1.1.2.2 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees, or persons performing any of the services under this Continuing Contract.

1.1.2.3 The CONSULTANT shall have the sole obligation and responsibility to select, control and supervise all its sub-consultants. The CONSULTANT may not contract with anyone with whom the TOWN has a reasonable objection. Contracts between the CONSULTANT and the sub-consultants shall require each sub-consultant to be bound to the CONSULTANT for all obligations and responsibilities which the CONSULTANT, by this

Continuing Contract assumes toward the TOWN. This provision also applies to substitute sub-consultants hired during this Continuing Contract to replace existing sub-consultants in accordance with this Continuing Contract. The CONSULTANT shall retain responsibility for coordination of any sub-consultants engaged by the CONSULTANT to provide services under this Continuing Contract and will likewise coordinate its services with those sub-consultants retained by the TOWN. The TOWN agrees that all communications of the TOWN with the CONSULTANT's sub-consultants will be made through the CONSULTANT's Representative unless such sub-consultants have also been retained by the TOWN.

1.1.2.4 The CONSULTANT and its sub-consultants will perform, without expense to the TOWN, such services as may be required to correct or remedy any negligent act, error or omission of the CONSULTANT or its sub-consultants.

1.1.2.5 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees or persons performing any of the services under this Agreement.

1.1.2.6 The CONSULTANT shall have the sole obligation and responsibility to select, control, payment, and supervision of all its sub-consultants.

1.1.3 Conflicts of Interest. The CONSULTANT shall not engage in any activity, or accept any employment, receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the CONSULTANT's professional judgment with respect to this Continuing Contract.

ARTICLE 2 - TOWN-PROVIDED ITEMS

2.1 The TOWN's list of project requirements shall be provided to the CONSULTANT and shall be utilized by the CONSULTANT to prepare the Project Program.

2.2 The TOWN shall provide CONSULTANT with accurate and complete information. No information derived from the TOWN shall relieve the CONSULTANT from any risk or from fulfilling all terms of the Contract. The CONSULTANT shall be responsible for any additional investigations required to fulfill all the terms of the Contract.

2.3 Service Work Authorization and Notice to Proceed. For all services covered under this Continuing Contract, CONSULTANT shall be required to obtain an approved written Work Authorization and a written "Notice to Proceed" by the Town Administrator or his authorized representative, in advance of providing any such services to the Town. The written Work Authorization shall specify in detail the nature of the services requested, the lump sum or not to exceed cost to the TOWN for same (with actual cost to be fully substantiated by CONSULTANT upon completion), and the time frame for completion. All services performed by CONSULTANT without a written authorization from the TOWN shall be performed at CONSULTANT's sole cost and expense.

ARTICLE 3- FEES

3.1 Subject to the TOWN's issuance of a "Notice to Proceed" and individual written work orders, the TOWN shall pay the CONSULTANT the total compensation for the Project(s), in accordance with the total fee indicated in a Project fee schedule executed by both the TOWN and CONSULTANT, and which will be developed based upon the approved Rate and Fee Schedule. CONSULTANT's total compensation includes all fees, costs and expenses that may be incurred by the CONSULTANT to complete the design and construction administration of the Project, including, but not limited to, all professional services provided by or through the CONSULTANT, drawings, calculations and other documents, travel expenses and all other costs or expenses, for or related to the Project, as well as the time for performance. A Notice to Proceed shall not be issued by the TOWN until a Project fee schedule has been fully executed. Additionally, CONSULTANT shall not perform any services without individual written work orders which may be required to be provided by the Town Administrator, and in accordance with this Continuing Contract. Hourly rates for CONSULTANT's sub-consultants shall also be in accordance with the Rate and Fee Schedule.

3.2 Payment on account of services rendered, shall be made monthly, based on the percentage of completion of the Project, upon presentation of the CONSULTANT's invoice for same, along with a partial waiver and release from CONSULTANT indicating a release of all claims, including, but not limited to, equitable liens, through the last date of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the TOWN, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the TOWN to the CONSULTANT describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the CONSULTANT's Total Compensation shall be made within twenty (20) days of invoice receipt or as otherwise provided by Section 218.735(9), Florida Statute.

3.4 Payments due to CONSULTANT which remain unpaid for twenty (20) days after the invoice receipt and that have not been rejected (meet contract requirements), shall bear interest at the statutory rate of 2% as provided by Section 218.74(9), Florida Statute.

3.5 Payment for the CONSULTANT's services will be made in accordance with the Local Government Prompt Payment Act, Section 218.73, Florida Statute.

3.6 Purchasing Card (PCARD) Acceptance: The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the CONSULTANT, or the CONSULTANT's sub-consultants, may only be accomplished after execution of this Continuing Contract, without invalidating the Continuing Contract, by mutual agreement and execution of a written Change Order. CONSULTANT assumes all risks and responsibilities for performing all services on behalf of the TOWN for the amount determined in accordance with Article 3. The TOWN shall not be liable for any cost increases that may arise during the performance of services. Any adjustments to the services must be by written Change Order issued in accordance with the terms and conditions of this Continuing Contract. To the extent that CONSULTANT proceeds to perform additional services in excess of those services described in an executed Notice to Proceed that has been signed by the Town Administrator without an executed written Change Order issued in accordance with this Continuing Contract, such services shall be at CONSULTANT's own risk at no charge to TOWN.

ARTICLE 5 - OWNERSHIP OF DOCUMENTS

5.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT's sub-consultants are Instruments of Service. The CONSULTANT and the CONSULTANT's sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The TOWN shall have the right to use the Instruments of Service. The TOWN's right of use in accordance with this Paragraph specifically authorizes the TOWN to utilize the Instruments of Service to complete the Project as well as to perform alterations, repair, and additions to the Project. This right of use applies even if this Agreement is terminated. In that event, the TOWN will be entitled to continue to utilize the Instruments of Service and shall have the unrestricted right to use, reproduce and to make derivative works of the Instruments of Service to complete the Project as long as the TOWN has paid CONSULTANT for all fees associated only with the preparation of the Instruments of Service in accordance with this Continuing Contract. Should this Continuing Contract be terminated, CONSULTANT and its sub-consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract. However, the TOWN will, through an irrevocable, perpetual, royalty-free license, have the exclusive right to use the Instruments of Service, without restriction or limitation, to construct the buildings and improvements relative to this Project as well as repair, maintain or construct future additions to the Project. Upon the TOWN's request, the CONSULTANT and its sub-consultants will furnish to the TOWN, copies, including reproducible copies, electronic data and computer files of the Drawings and Specifications and other Instruments of Service.

5.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the TOWN's or CONSULTANT's rights.

5.3 CONSULTANT represents and warrants to TOWN that it is the owner of all Instruments of Service prepared by itself and has the sole authority to grant TOWN use provisions of these Instruments of Service in accordance with this Agreement. With respect to Instruments of Service for the Project owned by CONSULTANT's sub-consultants, CONSULTANT, in its agreement with such sub-consultants to provide services for this Project, shall cause such sub-consultants to grant to the TOWN the same use provisions as are included herein.

ARTICLE 6 - TERM OF CONTRACT

6. The continuing contract for professional CONTINUING CONTRACT services shall have a term of five (5) years, with five (5), one (1) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the Town Administrator.

ARTICLE 7 - TERMINATION

7.1 Termination by Town for Convenience. This Continuing Contract may be terminated by the Town for convenience upon at least thirty days' written notice to the CONSULTANT. Under such conditions, CONSULTANT will only be entitled to receive compensation for services rendered that are specifically within the services for which the Town Administrator has, in writing, authorized CONSULTANT to proceed and only up through the date that is no later than thirty days after the date written notice for such termination for convenience is issued by the TOWN to CONSULTANT. CONSULTANT will be able to recover for its work performed; actual cost and expenses; and fair and reasonable sums for overhead and profit for work performed. Upon receipt of a notice of termination for convenience by the TOWN, the CONSULTANT will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due CONSULTANT from the TOWN pursuant to this Paragraph

7.2 Default by CONSULTANT. In addition to defaults resulting from the CONSULTANT's failure to strictly comply with any term, condition, or agreement set forth herein, the CONSULTANT shall be in default under this Continuing Contract if:

- A. The CONSULTANT ceases to carry the insurance required hereunder or the insurance is cancelled.
- B. A default should occur in the performance of any sub-consultant or contractor employed by the CONSULTANT and not corrected by CONSULTANT or another replacement sub-consultant or contractor employed by CONSULTANT within ten (10) days after notice from the TOWN.
- C. The CONSULTANT fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.
- D. The CONSULTANT fails to timely (30 days) pay any sub-consultant or contractor employed by the CONSULTANT.

Notwithstanding the foregoing, CONSULTANT shall have the right to contest disputed invoices in good faith, without being in default of this Continuing Contract, but will bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith within ten (10) days of the date of recording of such lien.

- E. The CONSULTANT fails to correct any error or material inconsistency in its or its sub-consultants Drawings and Specifications or other Instruments of Service within ten (10) days after such error or material inconsistency is reported to the CONSULTANT.
- F. The CONSULTANT fails to perform its obligations under this Continuing Contract in a timely and expeditious manner within ten (10) days after notice from the TOWN.

7.3 TOWN'S Compensation for Default by CONSULTANT. In the event of termination due to the fault of the CONSULTANT under this Continuing Contract, the TOWN shall be compensated for all reasonable costs and expenses including reasonable attorneys' fees and costs incurred in connection with replacing the CONSULTANT hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement CONSULTANT and the completion of the CONSULTANT services hereunder. This is not intended to limit the TOWN's rights or ability to recover damages in the event of a breach by the CONSULTANT under this Continuing Contract. Additionally, the TOWN shall have the right to use the CONSULTANT 's Drawings, Specifications, and other Instruments of Service in the event of a default by the CONSULTANT, regardless of the payment status for such Instruments of Service.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Governing Law, Jurisdiction, Venue and Attorney's Fees. In the event of any action, litigation, or proceedings of any type regarding or relating to performance of this Continuing Contract, the prevailing party shall be entitled to recover its reasonable costs, expert's fees and attorney's fees at all hearings, trials, bankruptcy, and appellate levels. All disputes pursuant to this Continuing Contract shall be first subject to mediation in Broward County with a mutually agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional CONTINUING CONTRACT services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation shall be filed in a court of competent jurisdiction and the sole and exclusive venue shall be in Broward County, Florida. This Continuing Contract shall be governed by the laws of the State of Florida. Mediation shall be conducted within sixty (60) days of either Party's written request. The parties shall share, 50/50, the cost of the mediator.

8.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, CONSULTANT AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY

HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS CONTINUING CONTRACT.

8.3 Insurance Coverages and Minimum Amounts. CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at least one (1) year beyond its completion a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

8.3.1 Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

8.3.2 Worker's Compensation and Employer's Liability Insurance for all employees of the CONSULTANT engaged in services under the Contract in accordance with the laws of the State of Florida. CONSULTANT hereby agrees to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

8.3.3 (Comprehensive) Commercial General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage at \$2,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability annual aggregate:

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted, and;
7. Explosion, collapse, underground coverage (X-C-U)

8.3.4 Comprehensive Automobile Liability Insurance. for all owned, non-owned and hired automobiles and other vehicles used by CONSULTANT in the performance of services pursuant to this Contract with the following minimum limits of liability: \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

8.3.5 Aggregate Limits. Commercial General Liability shall be \$2,000,000.

***All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator.
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

All notifications shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

CONSULTANT is required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding.

84 Indemnification. To the fullest extent permitted by Florida Statute, Section 725.08, CONSULTANT shall indemnify, hold harmless the TOWN, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of the CONSULTANT or its sub-consultants, agents, officers, employees or independent contractors pursuant to the Continuing Contract, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the CONSULTANT and/or its sub-consultants, agents, or employees in the performance of the operations or services under the Continuing Contract.

8.4.1 Errors and Omissions:

The CONSULTANT to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance, and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time period and specified cost. The CONSULTANT shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient CONSULTANT with respect to the disciplines required for the

performance of the Work in the State of Florida. The CONSULTANT is responsible for and represents that the Work conforms to TOWN'S requirements as set forth in this Agreement. The CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the TOWN may have, the CONSULTANT shall, at its expense, re-perform the services to correct any deficiencies, which result from the CONSULTANT'S failure to perform in accordance with the above standards. The TOWN shall notify the CONSULTANT in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN'S inspection, review, approval, or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the CONSULTANT or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the TOWN 'S rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The CONSULTANT and its sub-consultants and Subcontractors shall be and remain liable to the TOWN in accordance with applicable law for all damages to TOWN caused by any failure of the CONSULTANT or its sub-consultants and Subcontractors to comply with the terms and conditions of this Agreement or by the CONSULTANT'S or Sub-consultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors, or omissions in the performance of this Agreement. With respect to the performance of Work by sub-consultants and Subcontractors, the CONSULTANT shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

85 Patent and Copyright Indemnification. CONSULTANT agrees to indemnify, defend, save, and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities, and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other such work in connection with the performance of the Continuing Contract.

86 Successors and Assigns. This Continuing Contract is binding upon the parties hereto, their successors and assigns and replaces, provided, however, neither party shall assign or transfer any interest in this Continuing Contract without the written consent of the other party.

87 No Damage for Delays by TOWN. CONSULTANT's sole remedy for any (i) delay in the commencement, prosecution, or completion of its services, (ii) hindrance or obstruction in performance of its services, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this subparagraph as "delays"), whether or not such delays are foreseeable, shall be non-compensable. TOWN shall act reasonably in granting extensions of time to the CONSULTANT. All extensions to the time for performance shall be authorized only by written Change Order executed by the TOWN and CONSULTANT. In no event shall the CONSULTANT be entitled to any other compensation or recovery of any damages under or pursuant to this subparagraph in connection with any delay, including, without limitation, consequential damages, lost

opportunity costs, impact damages or other similar remuneration.

88 Audit and Inspection Rights and Retention of Records by CONSULTANT. The TOWN shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Continuing Contract. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Continuing Contract. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Continuing Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination or expiration of this Continuing Contract, unless CONSULTANT is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry. In addition, CONSULTANT shall respond to the reasonable inquiries of success or CONSULTANTs, if any, and allow successor CONSULTANTs to receive working papers relating to matters of continuing significance. In addition, CONSULTANT shall provide a complete copy of *all* working papers including electronic files to the TOWN, prior to final payment by the TOWN under this Continuing Contract.

89 Performance During Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute noticed in writing between the TOWN and the CONSULTANT, the CONSULTANT and, if applicable, its sub-consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms of this Continuing Contract so long as the CONSULTANT receives payment for the matter(s) not in dispute.

8.10 TOWN's Review of Documents. Review and approval of documents or submittals by the TOWN shall be for general design compliance and approval of such submittals shall not relieve the CONSULTANT of any responsibility or liability hereunder.

8.11 Entire Agreement. This Continuing Contract is deemed effective only upon execution by both parties. Additionally, this written Continuing Contract represents the entire and integrated agreement between the TOWN and the CONSULTANT and supersedes all prior negotiations or agreements, either written or oral. This Continuing Contract may be amended only if agreed to by both parties, in writing. Pursuant to Florida Statute, Section 287.055, this Continuing Contract may be terminated in accordance with Sections 6 and 7 hereof.

8.12 Invalid Provisions. Any term or provision of this Continuing Contract found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this Continuing Contract shall remain in full force and effect.

8.13 Non-Discrimination. During the performance of this contract, the CONSULTANT agrees to remain in full compliance with State and Federal laws pertaining to the hiring and firing of all employees including, but not limited as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor in all solicitations will ensure that all applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(4) The contractor will include the portion of the sentence immediately preceding paragraph (1) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by equal opportunity with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8.14 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8.15 Access to Records. The following access to records requirements applies to this contract:

(1) The CONSULTANT agrees to provide Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Town and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8.16 Sovereign Immunity. Nothing in this Continuing Contract is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida law and statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

8.17 NO Third-Party Beneficiaries. This Continuing Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Continuing Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

8.18 Funding. The obligation of TOWN for payment to CONSULTANT for services is limited by Florida law to the availability of funds appropriated in a current fiscal period and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

8.19 Manner of Performance. CONSULTANT agrees to perform its services in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations, and codes. CONSULTANT agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. CONSULTANT agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. CONSULTANT further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Continuing Contract. Failure of CONSULTANT to comply with this paragraph shall constitute a material breach of this Continuing Contract.

8.20 Public Records. The TOWN is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Firm acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to TOWN's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law.

CONSULTANT agrees to maintain public records in CONSULTANT's possession or control in connections with CONSULTANT's performance under this agreement and to provide the public with access to public records in accordance with the record maintenance, production and codes requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONSULTANT shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by TOWN.

821 Public Entity Crimes. In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform services as an CONSULTANT, contractor, supplier, or subcontractor, under a contract with TOWN, and may not conduct business with TOWN for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in TOWN's immediate termination of this Continuing Contract.

822 Changes and Modification of Continuing Contract. TOWN and CONSULTANT may request changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Continuing Contract. Such changes only become part of this Continuing Contract and increase, decrease or otherwise modify the services under this Continuing Contract if evidenced by a written Change Order executed by TOWN and CONSULTANT, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

823 False Claims. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

824 No Waiver of Rights. Neither the TOWN's review, approval or payment for any of the services required under this Continuing Contract shall be construed to operate as a waiver of any of TOWN's rights under this Continuing Contract or of any causes of action arising out CONSULTANT's performance of the services under this Continuing Contract, and CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT's negligent or improper performance of any of the services furnished under this Continuing Contract, irrespective of the TOWN's review, approval or payment for any of the services under this Continuing Contract. The rights and remedies of the TOWN provided for under this Continuing Contract are in addition to all other rights and remedies provided to TOWN by law.

825 Gender. Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

826 Time is of the Essence. Time is of the essence for all of CONSULTANT's obligations under this Continuing Contract.

827 Days. The terms "days" as referenced in this Continuing Contract shall mean consecutive calendar days, unless specifically stated to be "workdays."

828 Equal Opportunity Employment.

A. CONSULTANT will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, religion, gender, color, or national origin. Such action must include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause included in section 8.13 of this Continuing Contract.

B. CONSULTANT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

C. CONSULTANT shall comply with Copeland Anti-Kickback Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR Part 3).

D. CONSULTANT shall comply with the Contract Work Hours and Safety Standards Act (40 US 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

829 Notice. Notices shall be given by Certified Mail (RRR), recognized overnight delivery service with tracking receipt, or hand delivery or courier with signed receipt. Notices shall be given to the following addresses:

AS TO TOWN:

Andrew D. Berns
Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

AS TO CONSULTANT:

Carnahan, Proctor and Cross, Inc
814 South Military Trail
Deerfield beach, Fl 33442

With a copy to the Town Attorney:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

830 Independent Contractor. CONSULTANT is an independent contractor of TOWN under this Continuing Contract. In providing services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the services rendered under this Continuing Contract shall be exclusively and solely those of CONSULTANT. This Continuing Contract shall not constitute or make the TOWN and CONSULTANT a

partnership or joint venture.

831 Conflicts. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently, recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Continuing Contract.

A. CONSULTANT agrees that none of its officers or employees shall, during the term of this Continuing Contract, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

B. In the event CONSULTANT is permitted to utilize sub-consultants or subcontractors to perform any services required by this Continuing Contract, CONSULTANT agrees to prohibit such sub-consultants or subcontractors, by written contract, from having any conflicts within the meaning of this Section.

832 Contingency Fee. 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 Continuing Contract 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 Continuing Contract. For a breach or violation of this provision, TOWN shall have the right to terminate this Continuing Contract without liability and, at its discretion, to deduct from the Continuing Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

833 Materiality and Waiver of Breach. TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Continuing Contract and, therefore, is a material term hereof. TOWN's failure to enforce any provision of this Continuing Contract shall not be deemed a waiver of such provision or modification of this Continuing Contract. A waiver of any breach of a provision of this Continuing Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

834 Joint Preparation. The TOWN and CONSULTANT both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Continuing Contract has been their joint effort. The language

agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

835 Drug-Free Workplace. CONSULTANT shall maintain a drug-free workplace.

836 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Continuing Contract.

837 Binding Authority. Each person 'Signing this Continuing Contract on behalf of either party individually warrants that he or she has full legal power to execute this Continuing Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Continuing Contract.

838 Truth-in-Negotiation Certificate. Signature of this Continuing Contract 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 Continuing Contract are accurate, complete, and current at the time of contracting.

839 Scrutinized Companies. Pursuant to Florida Statute Sec. 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Syria or Cuba.

840 E-Verify

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches.

Should Vendor become the successful Contractor awarded these services, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Town for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2022.

WITNESSES:

CONSULTANT:

CARNAHAN, PROCTOR & CROSS, INC.

By:

Gregory Proctor, P.E, Principal

___ day of _____ 2022

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By:

Steve Breitreuz, Mayor

___ day of _____ 2022

WITNESSES:

By:

Andrew D. Berns, Town Administrator

___ day of _____ 2022

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.190.01

Carnahan Proctor and Cross, Inc.

HOURLY RATE SCHEDULE

Senior Principal	\$ 300.00
Principal	\$ 290.00
Director of Engineering	\$ 265.00
Senior Transportation Engineer	\$ 220.00
Senior Engineering Project Manager	\$ 205.00
Senior Engineer	\$ 185.00
Senior Survey Project Manager	\$ 175.00
Engineering Project Manager	\$ 165.00
Senior Project Engineer	\$ 160.00
Survey Project Manager	\$ 155.00
Project Surveyor	\$ 150.00
Senior Project Biologist	\$ 145.00
Certified Arborist	\$ 135.00
Environmental Compliance Inspector	\$ 125.00
Project Engineer	\$ 125.00
Senior Planner	\$ 120.00
Senior Landscape Architect	\$ 120.00
Engineer	\$ 115.00
Project Biologist	\$ 115.00
Senior CAD Technician	\$ 105.00
Planner	\$ 100.00
Landscape Architect	\$ 100.00
Arborist	\$ 95.00
Engineering Intern	\$ 95.00
CAD Technician	\$ 85.00
Senior Inspector	\$ 115.00
Inspector	\$ 90.00
Administrative Assistant	\$ 75.00
Field Survey/SUE Crew (3-person)	\$ 200.00
Field Survey/SUE Crew (2-person)	\$ 155.00
High Definition Laser Scan Crew	\$ 250.00
Aerial Drone Crew	\$ 150.00
Expert Witness (Prep and Testimony)	\$ 300.00

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
David Kuczenski, *Council Member*

Andrew D. Berns, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/17/2022
SUBJECT: Award of Continuing Contract to HP Consultants Inc. for Geotechnical Engineering Services

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

On June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services. These services include:

General Civil Engineering Services; Traffic Engineering Services; Geotechnical Engineering Services; Land Surveying Services; Water Treatment & Well Field Engineering Services; General Environmental Engineering Services; Architectural Services; Landscape Architectural Services; Structural Engineering Services; Electrical Engineering Services; and Mechanical Engineering Services. (Exhibit "A")

On July 27, 2022, the Town received thirteen (13) responses from the following firms:

1. Carnahan, Proctor and Cross, Inc.
2. CPZ Architects, Inc.
3. HP Consultants Inc.
4. Keith and Associates, Inc. dba KEITH
5. Kimley-Horn and Associates, Inc.
6. Longitude Surveyors, LLC
7. Metric Engineering, Inc.
8. Professional Service Industries, Inc.
9. RE Chisholm Architects. Inc.
10. RADISE International, L.C.
11. Saltz Michelson Architects, Inc.
12. Solid Consulting Engineers, Inc.
13. Tierra South Florida, Inc.

Among the thirteen respondents, six (6) listed other services that can be provided utilizing their subcontractors. These firms are:

1. Carnahan, Proctor and Cross, Inc.
 - a. Subcontractors
 - i. Arehna Engineering Inc. -
 GEOTECHNICAL ENGINEERING SERVICES
 - ii. BMA Consulting Engineering Inc -
 STRUCTURAL ENGINEERING SERVICES
2. CPZ Architects, Inc.
 - a. Subcontractors
 - i. Chen Moore and Associates, Inc. -
 GENERAL CIVIL ENGINEERING SERVICES - LANDSCAPE
 ARCHITECTURAL SERVICES
 - ii. Terracon Consultants, Inc -
 GEOTECHNICAL ENGINEERING SERVICES - GENERAL
 ENVIRONMENTAL ENGINEERING SERVICES
 - iii. Stoner & Associates Inc. - LAND
 SURVEYING SERVICES
 - iv. Muengineers, Inc. - STRUCTURAL
 ENGINEERING SERVICES
 - v. CMS Construction Management Services
 – COST ESTIMATING
3. Keith and Associates, Inc. dba KEITH
 - a. Subcontractors
 - i. The Chappell Group, Inc - GENERAL
 ENVIRONMENTAL ENGINEERING SERVICES
4. Kimley-Horn and Associates, Inc.
 - a. Subcontractors
 - i. H2R Corp - GEOTECHNICAL
 ENGINEERING SERVICES
 - ii. Stoner & Associates Inc. - LAND

SURVEYING SERVICES

iii. Smith Engineering Consultants, Inc.

-MECHANICAL ENGINEERING SERVICES

5. Saltz Michelson Architects, Inc.

a. Subcontractor

i. Keith and Associates, Inc. dba KEITH-

GENERAL CIVIL ENGINEERING SERVICES

LANDSCAPE ARCHITECTURAL SERVICES

6. Solid Consulting Engineers, Inc.

a. Subcontractors

i. Carnahan, Proctor and Cross, Inc.-

LAND SURVEYING SERVICES

ii. Azimuth 360 Consulting Group Inc.-

GIS/CAD Support

iii. Aerial Photography, Inc. - AERIAL

PHOTOS

On September 27, 2022, the Town’s Selection and Negotiation Committee recommended that the Town enter into a contract with each of the thirteen *Submitter* for the *List of Services offered in the Bid* and approve vendor subcontractors. This council memorandum addresses the recommendation to award a contract for **Geotechnical Engineering Services** to: **HP Consultants Inc.**

The issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town’s Procurement Code, the State of Florida’s Consultant’s Competitive Negotiation Act, and federal law.

Fiscal Impact/Analysis

Services will be performed on an as-needed basis, for Town Projects. As such projects are identified, it will be brought back to the Town Council for approval prior to the commencement of any work. Major Capital Improvement Projects (CIP) may require additional “procurement.”

Staff Contact:

Venessa Redman, Senior Procurement and Budget Officer
Rod Ley, P.E., Public Works Director
Emily Aceti, Community Services Manager
Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Exhibit A to Council Memo	10/5/2022	Exhibit
Resolution - TA Approved	10/5/2022	Resolution

Exhibit A - RFP
Exhibit B - Agreement
Exhibit B - Hourly Rates

10/5/2022 Exhibit
11/10/2022 Exhibit
10/10/2022 Exhibit

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Carnahan, Proctor and Cross, Inc.	Traffic Engineering Services, General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	Arehna Engineering Inc. - Geotechnical Engineering Services Sub BMA Consulting Engineering Inc - Structural Engineering Services
CPZ Architects, Inc.	Architectural Services	Chen Moore and Associates, Inc. - - General Civil Engineering Services - Landscape Architectural Services Terracon Consultants, Inc - - Geotechnical Engineering Services - General Environmental Engineering Services Stoner & Associates Inc. - Land Surveying Services Muengineers, Inc. - Structural Engineering Services CMS Construction Management Services – Cost Estimating
HP Consultants Inc.	Geotechnical Engineering	No Subcontractors
Keith and Associates, Inc. dba KEITH	General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	The Chappell Group, Inc - General Environmental Engineering Services
Kimley-Horn and Associates, Inc.	Traffic Engineering Services, General Civil Engineering Services, General Environmental Engineering Services, Landscape Architectural Services, Structural Engineering Services, Electrical Engineering Services	H2R Corp and Tierra South Florida, Inc. Geotechnical Engineering Services Stoner & Associates Inc. - Land Surveying Services Smith Engineering Consultants, Inc. – Mechanical Engineering Services

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Longitude Surveyors, LLC	Land Surveying	No Subcontractors
Metric Engineering, Inc.	General Environmental Engineering	No Subcontractors
Professional Service Industries, Inc.	Geotechnical Engineering Services, General Environmental Engineering Services, and Construction Materials Testing and Inspection	No Subcontractors
RE Chisholm Architects. Inc.	Architectural	No Subcontractors
RADISE International, L.C.	Geotechnical Engineering	No Subcontractors
Saltz Michelson Architects, Inc.	Architectural	Keith And Associates, Inc. Dba Keith-General Civil Engineering Services Landscape Architectural Services Johnson Structural Grp, Inc.- Structural Engineering Services Bildworx Design, LLC - Mechanical Engineering Services
Solid Consulting Engineers, Inc.	General Civil Engineering Services, Water Treatment & Well Field Engineering Services, Including Construction Inspection and / or Construction Management.	Carnahan, Proctor and Cross, Inc.- LAND SURVEYING SERVICES Azimuth 360 Consulting Group Inc.- GIS/CAD Support, Aerial Photography, Inc. - Aerial Photos
Tierra South Florida, Inc.	Geotechnical Engineering	No Subcontractors

RESOLUTION NO. 2023-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO HP CONSULTANTS, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST RELATING TO GEOTECHNICAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services; and

WHEREAS, on September 27, 2022, the Town's Selection and Negotiation Committee recommended that the Town enter into a contract with HP Consultants, Inc. for Geotechnical Engineering Services; and

WHEREAS, services will be completed on an as-needed basis for Town Projects; and

WHEREAS, in the event that such services exceed the thresholds stated within the Town's Procurement Code, such services will come back to the Town Council for approval prior to the commencement of any work; and

WHEREAS, the issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town's Procurement Code, the State of Florida's Consultant's Competitive Negotiation Act, and federal law; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Selection and Negotiation Committee's selection of HP Consultants, Inc. for Geotechnical Engineering Services as outlined in HP Consultants, Inc.'s response to the Request for Letters of Interest attached hereto and incorporated herein as Exhibit "A".

Section 3. The Town Council hereby approves awarding a Continuing Contract with HP Consultants, Inc. as set for in Composite Exhibit "B", which has been attached hereto and has been incorporated herein by reference.

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "B," and to make such nonmaterial modifications, additions, and/or deletions which are necessary and proper to effectuate the intent of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.161.01

CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Continuing Contract for Professional Engineering Services ("CONTINUING CONTRACT") is made and entered into this ____ day of _____, 2022, by and between the Town of Southwest Ranches, Florida, hereinafter referred to as "TOWN", and HP Consultants Inc. a Florida Corporation licensed as an Authorized Professional Engineering Company, with the State of Florida under License NO. _____, and hereinafter referred to as "CONSULTANT".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RFQu No. 22-013, and adhered to the selection process pursuant to and in accordance with the Consultants' Competitive Negotiation Act, Florida Statute, 287.055 and the TOWN's Procurement Code; and,

WHEREAS, the TOWN desires to engage the CONSULTANT to perform certain professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT, as permitted by the Consultants' Competitive Negotiation Act; and,

WHEREAS, the CONSULTANT desires to provide such professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT; and,

WHEREAS, the TOWN represents that it has the authority to engage the CONSULTANT for the services set forth in RFQU 22-013, this CONTINUING CONTRACT, and as approved by the TOWN's Resolution No. _____.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this CONTINUING CONTRACT, it is mutually understood and agreed as follows:

The above Recitals are true and correct and are incorporated herein and made a part of this CONTINUING CONTRACT.

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

Standard of Care. All services rendered by CONSULTANT and its sub-consultants pursuant to this Continuing Contract will be performed in accordance with the standard of professional skill and care required for CONSULTANTS and other professionals retained to assist with, from commencement to finish of CONTINUING CONTRACT services of the projects contemplated by this Continuing Contract; provided, however, that no work shall be performed unless and until a written work authorization is executed and the

TOWN has issued a Notice to Proceed as to any of the projects. CONSULTANT will perform all services consistent with the interests of the TOWN and in accordance with the requirements of the State of Florida, including those promulgated by the South Florida Water Management District (“SFWMD”), the Central Broward Water Control District (“CBWCD”), South Broward Drainage District (“SBDD”), the Florida Department of Environmental Protection (“DEP”), the Florida Department of Transportation (“FDOT”), Broward County, Florida, the applicable edition of the Florida Building Code, with Broward County Amendments (“Florida Building Code”) and all other applicable codes, laws, regulations, ordinances, and all other applicable standards that govern the design and construction of projects under this Contract, including those of the Federal Emergency Management Agency (“FEMA”), the U.S. Army Corps of Engineers and the Environmental Protection Agency (“EPA”) as well as those requirements imposed by other governmental authorities having jurisdiction over the Town. CONSULTANT agrees to timely perform its services so as not to delay the projects under this CONTRACT, time being of the essence, and as set forth in the Notice to Proceed. The projects ("Project" or "Projects") which may be assigned to CONSULTANT, and subject of a Notice to Proceed, are those listed in RFQu 22-013, which is incorporated herein by reference.

1.1.1 Points of Contact.

The TOWN's Designated Point of Contact (or "Representative") shall be:

**Mr. Andrew D. Berns, Town Administrator, 954-434-0008,
aberns@southwestbranches.org or his designee.**

The CONSULTANT's Designated Point of Contact shall be:

**Kumbhojkar Arvind S, Principal, 305-775-4300 (cell) 954-278-6388 (office)
hpconsultantsinc@earthlink.net**

1.1.2 Licensing and Other Obligations of CONSULTANT. The CONSULTANT will provide appropriate documentation to the TOWN to demonstrate that it and all its sub-consultants are properly licensed to perform all services relative to this Continuing Contract.

1.1.2.1 A sub-consultant is a person or entity who the CONSULTANT has retained and who the CONSULTANT will pay to perform any of the services described in this Continuing Contract. Reasonable funds for such payment have been included as part of CONSULTANT's compensation under this Continuing Contract.

1.1.2.2 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees, or persons performing any of the services under this Continuing Contract.

1.1.2.3 The CONSULTANT shall have the sole obligation and responsibility to select, control and supervise all its sub-consultants. The CONSULTANT may not contract with anyone with whom the TOWN has a reasonable objection. Contracts between the CONSULTANT and the sub-consultants shall require each sub-consultant to be bound to the CONSULTANT for all obligations and responsibilities which the CONSULTANT, by this

Continuing Contract assumes toward the TOWN. This provision also applies to substitute sub-consultants hired during this Continuing Contract to replace existing sub-consultants in accordance with this Continuing Contract. The CONSULTANT shall retain responsibility for coordination of any sub-consultants engaged by the CONSULTANT to provide services under this Continuing Contract and will likewise coordinate its services with those sub-consultants retained by the TOWN. The TOWN agrees that all communications of the TOWN with the CONSULTANT's sub-consultants will be made through the CONSULTANT's Representative unless such sub-consultants have also been retained by the TOWN.

1.1.2.4 The CONSULTANT and its sub-consultants will perform, without expense to the TOWN, such services as may be required to correct or remedy any negligent act, error or omission of the CONSULTANT or its sub-consultants.

1.1.2.5 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees or persons performing any of the services under this Agreement.

1.1.2.6 The CONSULTANT shall have the sole obligation and responsibility to select, control, payment, and supervision of all its sub-consultants.

1.1.3 Conflicts of Interest. The CONSULTANT shall not engage in any activity, or accept any employment, receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the CONSULTANT's professional judgment with respect to this Continuing Contract.

ARTICLE 2 - TOWN-PROVIDED ITEMS

2.1 The TOWN's list of project requirements shall be provided to the CONSULTANT and shall be utilized by the CONSULTANT to prepare the Project Program.

2.2 The TOWN shall provide CONSULTANT with accurate and complete information. No information derived from the TOWN shall relieve the CONSULTANT from any risk or from fulfilling all terms of the Contract. The CONSULTANT shall be responsible for any additional investigations required to fulfill all the terms of the Contract.

2.3 Service Work Authorization and Notice to Proceed. For all services covered under this Continuing Contract, CONSULTANT shall be required to obtain an approved written Work Authorization and a written "Notice to Proceed" by the Town Administrator or his authorized representative, in advance of providing any such services to the Town. The written Work Authorization shall specify in detail the nature of the services requested, the lump sum or not to exceed cost to the TOWN for same (with actual cost to be fully substantiated by CONSULTANT upon completion), and the time frame for completion. All services performed by CONSULTANT without a written authorization from the TOWN shall be performed at CONSULTANT's sole cost and expense.

ARTICLE 3- FEES

3.1 Subject to the TOWN's issuance of a "Notice to Proceed" and individual written work orders, the TOWN shall pay the CONSULTANT the total compensation for the Project(s), in accordance with the total fee indicated in a Project fee schedule executed by both the TOWN and CONSULTANT, and which will be developed based upon the approved Rate and Fee Schedule. CONSULTANT's total compensation includes all fees, costs and expenses that may be incurred by the CONSULTANT to complete the design and construction administration of the Project, including, but not limited to, all professional services provided by or through the CONSULTANT, drawings, calculations and other documents, travel expenses and all other costs or expenses, for or related to the Project, as well as the time for performance. A Notice to Proceed shall not be issued by the TOWN until a Project fee schedule has been fully executed. Additionally, CONSULTANT shall not perform any services without individual written work orders which may be required to be provided by the Town Administrator, and in accordance with this Continuing Contract. Hourly rates for CONSULTANT's sub-consultants shall also be in accordance with the Rate and Fee Schedule.

3.2 Payment on account of services rendered, shall be made monthly, based on the percentage of completion of the Project, upon presentation of the CONSULTANT's invoice for same, along with a partial waiver and release from CONSULTANT indicating a release of all claims, including, but not limited to, equitable liens, through the last date of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the TOWN, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the TOWN to the CONSULTANT describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the CONSULTANT's Total Compensation shall be made within twenty (20) days of invoice receipt or as otherwise provided by Section 218.735(9), Florida Statute.

3.4 Payments due to CONSULTANT which remain unpaid for twenty (20) days after the invoice receipt and that have not been rejected (meet contract requirements), shall bear interest at the statutory rate of 2% as provided by Section 218.74(9), Florida Statute.

3.5 Payment for the CONSULTANT's services will be made in accordance with the Local Government Prompt Payment Act, Section 218.73, Florida Statute.

3.6 Purchasing Card (PCARD) Acceptance: The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the CONSULTANT, or the CONSULTANT's sub-consultants, may only be accomplished after execution of this Continuing Contract, without invalidating the Continuing Contract, by mutual agreement and execution of a written Change Order. CONSULTANT assumes all risks and responsibilities for performing all services on behalf of the TOWN for the amount determined in accordance with Article 3. The TOWN shall not be liable for any cost increases that may arise during the performance of services. Any adjustments to the services must be by written Change Order issued in accordance with the terms and conditions of this Continuing Contract. To the extent that CONSULTANT proceeds to perform additional services in excess of those services described in an executed Notice to Proceed that has been signed by the Town Administrator without an executed written Change Order issued in accordance with this Continuing Contract, such services shall be at CONSULTANT's own risk at no charge to TOWN.

ARTICLE 5 - OWNERSHIP OF DOCUMENTS

5.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT's sub-consultants are Instruments of Service. The CONSULTANT and the CONSULTANT's sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The TOWN shall have the right to use the Instruments of Service. The TOWN's right of use in accordance with this Paragraph specifically authorizes the TOWN to utilize the Instruments of Service to complete the Project as well as to perform alterations, repair, and additions to the Project. This right of use applies even if this Agreement is terminated. In that event, the TOWN will be entitled to continue to utilize the Instruments of Service and shall have the unrestricted right to use, reproduce and to make derivative works of the Instruments of Service to complete the Project as long as the TOWN has paid CONSULTANT for all fees associated only with the preparation of the Instruments of Service in accordance with this Continuing Contract. Should this Continuing Contract be terminated, CONSULTANT and its sub-consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract. However, the TOWN will, through an irrevocable, perpetual, royalty-free license, have the exclusive right to use the Instruments of Service, without restriction or limitation, to construct the buildings and improvements relative to this Project as well as repair, maintain or construct future additions to the Project. Upon the TOWN's request, the CONSULTANT and its sub-consultants will furnish to the TOWN, copies, including reproducible copies, electronic data and computer files of the Drawings and Specifications and other Instruments of Service.

5.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the TOWN's or CONSULTANT's rights.

5.3 CONSULTANT represents and warrants to TOWN that it is the owner of all Instruments of Service prepared by itself and has the sole authority to grant TOWN use provisions of these Instruments of Service in accordance with this Agreement. With respect to Instruments of Service for the Project owned by CONSULTANT's sub-consultants, CONSULTANT, in its agreement with such sub-consultants to provide services for this Project, shall cause such sub-consultants to grant to the TOWN the same use provisions as are included herein.

ARTICLE 6 - TERM OF CONTRACT

6. The continuing contract for professional CONTINUING CONTRACT services shall have a term of five (5) years, with five (5), one (1) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the Town Administrator.

ARTICLE 7 - TERMINATION

7.1 Termination by Town for Convenience. This Continuing Contract may be terminated by the Town for convenience upon at least thirty days' written notice to the CONSULTANT. Under such conditions, CONSULTANT will only be entitled to receive compensation for services rendered that are specifically within the services for which the Town Administrator has, in writing, authorized CONSULTANT to proceed and only up through the date that is no later than thirty days after the date written notice for such termination for convenience is issued by the TOWN to CONSULTANT. CONSULTANT will be able to recover for its work performed; actual cost and expenses; and fair and reasonable sums for overhead and profit for work performed. Upon receipt of a notice of termination for convenience by the TOWN, the CONSULTANT will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due CONSULTANT from the TOWN pursuant to this Paragraph

7.2 Default by CONSULTANT. In addition to defaults resulting from the CONSULTANT's failure to strictly comply with any term, condition, or agreement set forth herein, the CONSULTANT shall be in default under this Continuing Contract if:

- A. The CONSULTANT ceases to carry the insurance required hereunder or the insurance is cancelled.
- B. A default should occur in the performance of any sub-consultant or contractor employed by the CONSULTANT and not corrected by CONSULTANT or another replacement sub-consultant or contractor employed by CONSULTANT within ten (10) days after notice from the TOWN.
- C. The CONSULTANT fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.
- D. The CONSULTANT fails to timely (30 days) pay any sub-consultant or contractor employed by the CONSULTANT.

Notwithstanding the foregoing, CONSULTANT shall have the right to contest disputed invoices in good faith, without being in default of this Continuing Contract, but will bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith within ten (10) days of the date of recording of such lien.

- E. The CONSULTANT fails to correct any error or material inconsistency in its or its sub-consultants Drawings and Specifications or other Instruments of Service within ten (10) days after such error or material inconsistency is reported to the CONSULTANT.
- F. The CONSULTANT fails to perform its obligations under this Continuing Contract in a timely and expeditious manner within ten (10) days after notice from the TOWN.

7.3 TOWN'S Compensation for Default by CONSULTANT. In the event of termination due to the fault of the CONSULTANT under this Continuing Contract, the TOWN shall be compensated for all reasonable costs and expenses including reasonable attorneys' fees and costs incurred in connection with replacing the CONSULTANT hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement CONSULTANT and the completion of the CONSULTANT services hereunder. This is not intended to limit the TOWN's rights or ability to recover damages in the event of a breach by the CONSULTANT under this Continuing Contract. Additionally, the TOWN shall have the right to use the CONSULTANT 's Drawings, Specifications, and other Instruments of Service in the event of a default by the CONSULTANT, regardless of the payment status for such Instruments of Service.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Governing Law, Jurisdiction, Venue and Attorney's Fees. In the event of any action, litigation, or proceedings of any type regarding or relating to performance of this Continuing Contract, the prevailing party shall be entitled to recover its reasonable costs, expert's fees and attorney's fees at all hearings, trials, bankruptcy, and appellate levels. All disputes pursuant to this Continuing Contract shall be first subject to mediation in Broward County with a mutually agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional CONTINUING CONTRACT services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation shall be filed in a court of competent jurisdiction and the sole and exclusive venue shall be in Broward County, Florida. This Continuing Contract shall be governed by the laws of the State of Florida. Mediation shall be conducted within sixty (60) days of either Party's written request. The parties shall share, 50/50, the cost of the mediator.

8.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, CONSULTANT AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY

HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS CONTINUING CONTRACT.

8.3 Insurance Coverages and Minimum Amounts. CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at least one (1) year beyond its completion a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

8.3.1 Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

8.3.2 Worker's Compensation and Employer's Liability Insurance for all employees of the CONSULTANT engaged in services under the Contract in accordance with the laws of the State of Florida. CONSULTANT hereby agrees to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

8.3.3 (Comprehensive) Commercial General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage at \$2,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability annual aggregate:

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted, and;
7. Explosion, collapse, underground coverage (X-C-U)

8.3.4 Comprehensive Automobile Liability Insurance. for all owned, non-owned and hired automobiles and other vehicles used by CONSULTANT in the performance of services pursuant to this Contract with the following minimum limits of liability: \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

8.3.5 Aggregate Limits. Commercial General Liability shall be \$2,000,000.

***All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator.
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated “A-” or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

All notifications shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

CONSULTANT is required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding.

84 Indemnification. To the fullest extent permitted by Florida Statute, Section 725.08, CONSULTANT shall indemnify, hold harmless the TOWN, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of the CONSULTANT or its sub-consultants, agents, officers, employees or independent contractors pursuant to the Continuing Contract, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the CONSULTANT and/or its sub-consultants, agents, or employees in the performance of the operations or services under the Continuing Contract.

8.4.1 Errors and Omissions:

The CONSULTANT to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance, and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time period and specified cost. The CONSULTANT shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient CONSULTANT with respect to the disciplines required for the

performance of the Work in the State of Florida. The CONSULTANT is responsible for and represents that the Work conforms to TOWN'S requirements as set forth in this Agreement. The CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the TOWN may have, the CONSULTANT shall, at its expense, re-perform the services to correct any deficiencies, which result from the CONSULTANT'S failure to perform in accordance with the above standards. The TOWN shall notify the CONSULTANT in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN'S inspection, review, approval, or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the CONSULTANT or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the TOWN 'S rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The CONSULTANT and its sub-consultants and Subcontractors shall be and remain liable to the TOWN in accordance with applicable law for all damages to TOWN caused by any failure of the CONSULTANT or its sub-consultants and Subcontractors to comply with the terms and conditions of this Agreement or by the CONSULTANT'S or Sub-consultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors, or omissions in the performance of this Agreement. With respect to the performance of Work by sub-consultants and Subcontractors, the CONSULTANT shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

85 Patent and Copyright Indemnification. CONSULTANT agrees to indemnify, defend, save, and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities, and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other such work in connection with the performance of the Continuing Contract.

86 Successors and Assigns. This Continuing Contract is binding upon the parties hereto, their successors and assigns and replaces, provided, however, neither party shall assign or transfer any interest in this Continuing Contract without the written consent of the other party.

87 No Damage for Delays by TOWN. CONSULTANT's sole remedy for any (i) delay in the commencement, prosecution, or completion of its services, (ii) hindrance or obstruction in performance of its services, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this subparagraph as "delays"), whether or not such delays are foreseeable, shall be non-compensable. TOWN shall act reasonably in granting extensions of time to the CONSULTANT. All extensions to the time for performance shall be authorized only by written Change Order executed by the TOWN and CONSULTANT. In no event shall the CONSULTANT be entitled to any other compensation or recovery of any damages under or pursuant to this subparagraph in connection with any delay, including, without limitation, consequential damages, lost

opportunity costs, impact damages or other similar remuneration.

88 Audit and Inspection Rights and Retention of Records by CONSULTANT. The TOWN shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Continuing Contract. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Continuing Contract. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Continuing Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination or expiration of this Continuing Contract, unless CONSULTANT is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry. In addition, CONSULTANT shall respond to the reasonable inquiries of success or CONSULTANTS, if any, and allow successor CONSULTANTS to receive working papers relating to matters of continuing significance. In addition, CONSULTANT shall provide a complete copy of *all* working papers including electronic files to the TOWN, prior to final payment by the TOWN under this Continuing Contract.

89 Performance During Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute noticed in writing between the TOWN and the CONSULTANT, the CONSULTANT and, if applicable, its sub-consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms of this Continuing Contract so long as the CONSULTANT receives payment for the matter(s) not in dispute.

8.10 TOWN's Review of Documents. Review and approval of documents or submittals by the TOWN shall be for general design compliance and approval of such submittals shall not relieve the CONSULTANT of any responsibility or liability hereunder.

8.11 Entire Agreement. This Continuing Contract is deemed effective only upon execution by both parties. Additionally, this written Continuing Contract represents the entire and integrated agreement between the TOWN and the CONSULTANT and supersedes all prior negotiations or agreements, either written or oral. This Continuing Contract may be amended only if agreed to by both parties, in writing. Pursuant to Florida Statute, Section 287.055, this Continuing Contract may be terminated in accordance with Sections 6 and 7 hereof.

8.12 Invalid Provisions. Any term or provision of this Continuing Contract found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this Continuing Contract shall remain in full force and effect.

8.13 Non-Discrimination. During the performance of this contract, the CONSULTANT agrees to remain in full compliance with State and Federal laws pertaining to the hiring and firing of all employees including, but not limited as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor in all solicitations will ensure that all applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(4) The contractor will include the portion of the sentence immediately preceding paragraph (1) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by equal opportunity with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8.14 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8.15 Access to Records. The following access to records requirements applies to this contract:

(1) The CONSULTANT agrees to provide Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Town and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8.16 Sovereign Immunity. Nothing in this Continuing Contract is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida law and statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

8.17 NO Third-Party Beneficiaries. This Continuing Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Continuing Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

8.18 Funding. The obligation of TOWN for payment to CONSULTANT for services is limited by Florida law to the availability of funds appropriated in a current fiscal period and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

8.19 Manner of Performance. CONSULTANT agrees to perform its services in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations, and codes. CONSULTANT agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. CONSULTANT agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. CONSULTANT further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Continuing Contract. Failure of CONSULTANT to comply with this paragraph shall constitute a material breach of this Continuing Contract.

8.20 Public Records. The TOWN is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Firm acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to TOWN's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law.

CONSULTANT agrees to maintain public records in CONSULTANT's possession or control in connections with CONSULTANT's performance under this agreement and to provide the public with access to public records in accordance with the record maintenance, production and codes requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONSULTANT shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by TOWN.

821 Public Entity Crimes. In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform services as an CONSULTANT, contractor, supplier, or subcontractor, under a contract with TOWN, and may not conduct business with TOWN for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in TOWN's immediate termination of this Continuing Contract.

822 Changes and Modification of Continuing Contract. TOWN and CONSULTANT may request changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Continuing Contract. Such changes only become part of this Continuing Contract and increase, decrease or otherwise modify the services under this Continuing Contract if evidenced by a written Change Order executed by TOWN and CONSULTANT, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

823 False Claims. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

824 No Waiver of Rights. Neither the TOWN's review, approval or payment for any of the services required under this Continuing Contract shall be construed to operate as a waiver of any of TOWN's rights under this Continuing Contract or of any causes of action arising out CONSULTANT's performance of the services under this Continuing Contract, and CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT's negligent or improper performance of any of the services furnished under this Continuing Contract, irrespective of the TOWN's review, approval or payment for any of the services under this Continuing Contract. The rights and remedies of the TOWN provided for under this Continuing Contract are in addition to all other rights and remedies provided to TOWN by law.

825 Gender. Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

826 Time is of the Essence. Time is of the essence for all of CONSULTANT's obligations under this Continuing Contract.

827 Days. The terms "days" as referenced in this Continuing Contract shall mean consecutive calendar days, unless specifically stated to be "workdays."

828 Equal Opportunity Employment.

A. CONSULTANT will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, religion, gender, color, or national origin. Such action must include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause included in section 8.13 of this Continuing Contract.

B. CONSULTANT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

C. CONSULTANT shall comply with Copeland Anti-Kickback Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR Part 3).

D. CONSULTANT shall comply with the Contract Work Hours and Safety Standards Act (40 US 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

829 Notice. Notices shall be given by Certified Mail (RRR), recognized overnight delivery service with tracking receipt, or hand delivery or courier with signed receipt. Notices shall be given to the following addresses:

AS TO TOWN:

Andrew D. Berns
Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

AS TO ENGINEER:

HP Consultants, Inc.
4444 Inverrary Blvd,
Lauderhill, FL 33319

With a copy to the Town Attorney:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

830 Independent Contractor. CONSULTANT is an independent contractor of TOWN under this Continuing Contract. In providing services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the services rendered under this Continuing Contract shall be exclusively and solely those of CONSULTANT. This Continuing Contract shall not constitute or make the TOWN and CONSULTANT a

partnership or joint venture.

831 Conflicts. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently, recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Continuing Contract.

A. CONSULTANT agrees that none of its officers or employees shall, during the term of this Continuing Contract, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

B. In the event CONSULTANT is permitted to utilize sub-consultants or subcontractors to perform any services required by this Continuing Contract, CONSULTANT agrees to prohibit such sub-consultants or subcontractors, by written contract, from having any conflicts within the meaning of this Section.

832 Contingency Fee. 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 Continuing Contract 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 Continuing Contract. For a breach or violation of this provision, TOWN shall have the right to terminate this Continuing Contract without liability and, at its discretion, to deduct from the Continuing Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

833 Materiality and Waiver of Breach. TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Continuing Contract and, therefore, is a material term hereof. TOWN's failure to enforce any provision of this Continuing Contract shall not be deemed a waiver of such provision or modification of this Continuing Contract. A waiver of any breach of a provision of this Continuing Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

834 Joint Preparation. The TOWN and CONSULTANT both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Continuing Contract has been their joint effort. The language

agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

835 Drug-Free Workplace. CONSULTANT shall maintain a drug-free workplace.

836 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Continuing Contract.

837 Binding Authority. Each person 'Signing this Continuing Contract on behalf of either party individually warrants that he or she has full legal power to execute this Continuing Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Continuing Contract.

838 Truth-in-Negotiation Certificate. Signature of this Continuing Contract 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 Continuing Contract are accurate, complete, and current at the time of contracting.

839 Scrutinized Companies. Pursuant to Florida Statute Sec. 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Syria or Cuba.

840 E-Verify

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches.

Should Vendor become the successful Contractor awarded these services, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Town for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2022.

WITNESSES:

CONSULTANT:

HP CONSULTANTS, INC.

By:

Kumbhojkar Arvind S, Principal

___ day of _____ 2022

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By:

Steve Breitreuz, Mayor

___ day of _____ 2022

WITNESSES:

By:

Andrew D. Berns, Town Administrator

___ day of _____ 2022

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.191.01

HP Consultants Inc.

• Civil • CEI & CSS • Geotechnical • ITS & Transportation

• 10220 SW 107 St., Miami, Fl. 33176 • 305.596.2857
• 4444 Inverrary Blvd, Lauderhill, Fl. 33319 • 954.278.6386

hpconsultantsinc@earthlink.net

October 05, 2022

Venessa Redman CPPB
Senior Procurement & Budget Officer
Town of Southwest Ranches
13400 Griffin Road,
Southwest Ranches, Florida 33330

Sub: Fee schedule for Geotechnical Engineering discipline under Town of Southwest Ranches RFQu 22-013 titled, "A Continuing Architect and/or Engineer Services"

Ref: 1. Your E-mail dated 09/30/2022
2. Broward County Contract PNC2119168P1, titled "Continuing Engineering Services for Traffic, Roadway, and Civil Projects" executed on 10/20/2020

Dear Ms. Redman:

We greatly appreciate your referenced E-mail advising us on our selection under the subject RFQu and your clarification in today's phone call. Attached is the requested fee schedule that we have been using for the geotechnical services for the Broward County. Although we are a geotechnical sub-consultant to Metric Engineering Inc. (MEI), we negotiated these fees with the Broward County ("COUNTY").

The hourly billable rates are updated on 1st of January of each year following the COUNTY procedure and the terms of the reference agreement. The testing rates are revised periodically through negotiations. While providing our services to the Town under the subject RFQu, we will use the prevailing rates for the reference contract.

Please let us know if you have any questions. We are looking forward to serving the Town.

Thank you.

Sincerely,



A.S. Kumbhojkar, Ph.D., P.E., F. ASCE
President and Principal Engineer
Florida PE # 41067

Attachment: Six-page fee schedule under Exhibits B, B-1, and B-3 for the reference contract

**EXHIBIT B
MAXIMUM BILLING RATES – HOME OFFICE**

Contract No: PNC2119168P1
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects
 Consultant: Metric Engineering, Inc.
 Subconsultant Name: **HP Consultants, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			3.00		(\$/HR)
Project Manager 2	\$89.41		3.00		\$250.00*
Chief Engineer 1	\$80.46		3.00		\$241.38
Senior Engineer 1	\$71.60		3.00		\$214.80
Engineer 1	\$48.21		3.00		\$144.63
Designer	\$37.74		3.00		\$113.22
Utility Coordinator	\$35.70		3.00		\$107.10
CADD/Computer Technician	\$31.97		3.00		\$95.91
Secretary/Clerical	\$27.00		3.00		\$81.00

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (140.00) %

FRINGE = HOURLY RATE X FRINGE (32.50) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00) %

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

Note: *Maximum Billing Rates will not exceed \$250.00/HR.

**EXHIBIT B-1
MAXIMUM BILLING RATES – FIELD OFFICE**

Contract No: PNC2119168P1
 Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects
 Consultant: Metric Engineering, Inc.
 Subconsultant Name: **HP Consultants, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
CEI Senior Inspector/Senior Engineer Intern	\$35.10		2.31		\$81.08
CEI Inspector/Engineer Intern	\$26.25		2.31		\$60.64

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (110.00) %

FRINGE = HOURLY RATE X FRINGE (0.00) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00) %

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

Notes:

Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 6.2.5.

DIRECT EXPENSE RATE = 0.00%

**EXHIBIT B-3
TESTING LOADED RATES**

Contract No: PNC2119168P1
Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects
Consultant: Metric Engineering, Inc.
Subconsultants: HP Consultants, Inc.

FDOT Name / Pay Item	Loaded Rate	Unit
401-Geo Auger Borings-H& Truck/Mud Bug	\$ 9.92	LF
402-Geo Auger Borings-Track	\$ 11.85	LF
404-Geo Backhoe (Rental without labor)	\$ 379.14	Task
406-Geo Barge (Rental without labor)	\$ 4,652.58	Task
408-Geo Concrete Pad & Cover for Monitoring Wells	\$ 249.81	Each
415-Geo Double Ring Infiltration ASTM D3385	\$ 433.30	Each
417-Geo Dozer (Rental without labor)	\$ 846.56	Task
418-Geo Drill Crew Support Vehicle	\$ 149.89	Day
422-Geo Extra SPT Samples-Barge/Track/Amphib 0-50 Ft	\$ 42.27	Each
423-Geo Extra SPT Samples-Barge/Track/Amphib 50-100 Ft	\$ 48.74	Each
424-Geo Extra SPT Samples-Barge/Track/Amphib 100-150 Ft	\$ 57.81	Each
425-Geo Extra SPT Samples-Barge/Track/Amphib 150-200 Ft	\$ 73.68	Each
426-Geo Extra SPT Samples-Barge/Track/Amphib 200-250 Ft	\$ 102.16	Each
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	\$ 34.86	Each
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	\$ 39.63	Each
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	\$ 44.88	Each
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	\$ 50.22	Each
431-Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	\$ 64.86	Each
432-Geo Field Perm 0-10 Ft Open-End Borehole Method	\$ 314.81	Each
433-Geo Field Perm 10-25Ft Open-End Borehole Method	\$ 359.00	Each
435-Geo Grout Boreholes- Barge/Track/Amphib 0-50 Ft	\$ 6.70	LF
436-Geo Grout Boreholes- Barge/Track/Amphib 50-100 Ft	\$ 7.94	LF
437-Geo Grout Boreholes- Barge/Track/Amphib 100-150 Ft	\$ 8.69	LF
438-Geo Grout Boreholes- Barge/Track/Amphib 150-200 Ft	\$ 12.00	LF
439-Geo Grout Boreholes- Barge/Track/Amphib 200-250 Ft	\$ 13.85	LF
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	\$ 4.89	LF
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	\$ 5.84	LF
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	\$ 7.20	LF
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	\$ 8.70	LF
444-Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	\$ 9.78	LF
445-Geo Grouted Monitor Well 2in 0-50 Ft	\$ 21.50	LF
452-Geo Rock Coring Brg/Track/Amph 0-50 Ft 4in ID & over	\$ 55.45	LF
453-GeoRocCoring Brg/Track/Amp 0-50 Ft les than 4in ID	\$ 43.00	LF
454-GeoRocCoring Brg/Track/Amph 50-100 Ft 4in ID & over	\$ 66.67	LF
455-GeoRocCoring Brg/Track/Amp 50-100Ft les than 4in ID	\$ 50.00	LF
456-GeoRocCoring Brg/Track/Amph 100-150 Ft 4in ID & over	\$ 75.00	LF
457-GeoRocCoring Brg/Track/Amp 100-150Ft les than 4in ID	\$ 60.00	LF
458-GeoRocCoring Brg/Track/Amph 150-200 Ft 4in ID & over	\$ 90.85	LF
459-GeoRocCoring Brg/Track/Amp 150-200Ft les than 4in ID	\$ 75.00	LF
460-GeoRocCoring Brg/Track/Amph 200-250 Ft 4in ID & over	\$ 107.68	LF
461-GeoRocCoring Brg/Track/Amp 200-250Ft les than 4in ID	\$ 93.75	LF
462-Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	\$ 45.24	LF
463-GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID	\$ 38.04	LF
464-Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	\$ 53.89	LF
465-GeoRocCoring Truck/MudBug 50-100 Ft les than 4in ID	\$ 42.64	LF
466-GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	\$ 60.00	LF

**EXHIBIT B-3
TESTING LOADED RATES**

Contract No: PNC2119168P1
Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects
Consultant: Metric Engineering, Inc.
Subconsultants: HP Consultants, Inc.

FDOT Name / Pay Item	Loaded Rate	Unit
467-GeoRocCoring Truck/MudBug 100-150 Ft les than 4in ID	\$ 50.56	LF
468-GeoRocCoring Truck/MudBug 150-200 Ft 4in ID & over	\$ 70.04	LF
469-GeoRocCoring Truck/MudBug 150-200 Ft les than 4in ID	\$ 53.22	LF
470-GeoRocCoring Truck/MudBug 200-250 Ft 4in ID & over	\$ 81.98	LF
471-GeoRocCoring Truck/MudBug 200-250 Ft les than 4in ID	\$ 60.96	LF
473-Geo SPT Barge/Track/Amphib 0-50 Ft	\$ 16.74	LF
474-Geo SPT Barge/Track/Amphib 50-100 Ft	\$ 20.06	LF
475-Geo SPT Barge/Track/Amphib 100-150 Ft	\$ 27.49	LF
476-Geo SPT Barge/Track/Amphib 150-200 Ft	\$ 30.00	LF
477-Geo SPT Barge/Track/Amphib 200-250 Ft	\$ 56.77	LF
478-Geo SPT Truck/Mud Bug 0-50 Ft	\$ 13.38	LF
479-Geo SPT Truck/Mud Bug 50-100 Ft	\$ 15.35	LF
480-Geo SPT Truck/Mud Bug 100-150 Ft	\$ 21.54	LF
481-Geo SPT Truck/Mud Bug 150-200 Ft	\$ 24.33	LF
482-Geo SPT Truck/Mud Bug 200-250 Ft	\$ 32.84	LF
483-Geo Temp Casing 3in Barge/Track/Amphib 0-50 Ft	\$ 8.75	LF
484-Geo Temp Casing 3in Barge/Track/Amphib 50-100 Ft	\$ 11.00	LF
485-Geo Temp Casing 3in Barge/Track/Amphib 100-150 Ft	\$ 12.17	LF
486-Geo Temp Casing 3in Barge/Track/Amphib 150-200 Ft	\$ 19.00	LF
487-Geo Temp Casing 3in Barge/Track/Amphib 200-250 Ft	\$ 27.19	LF
488-Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	\$ 7.15	LF
489-Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	\$ 7.85	LF
490-Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	\$ 8.82	LF
491-Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	\$ 9.33	LF
492-Geo Temp Casing 3in Truck/Mud Bug 200-250 Ft	\$ 17.32	LF
493-Geo Temp Casing 4in Barge/Track/Amphib 0-50 Ft	\$ 13.47	LF
494-Geo Temp Casing 4in Barge/Track/Amphib 50-100 Ft	\$ 15.39	LF
495-Geo Temp Casing 4in Barge/Track/Amphib 100-150 Ft	\$ 17.55	LF
496-Geo Temp Casing 4in Barge/Track/Amphib 150-200 Ft	\$ 20.65	LF
497-Geo Temp Casing 4in Barge/Track/Amphib 200-250 Ft	\$ 26.02	LF
498-Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	\$ 8.96	LF
499-Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	\$ 10.65	LF
500-Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	\$ 12.53	LF
501-Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft	\$ 13.90	LF
502-Geo Temp Casing 4in Truck/Mud Bug 200-250 Ft	\$ 17.74	LF
503-Geo Temp Casing 6in Barge/Track/Amphib 150-200 Ft	\$ 28.61	LF
504-Geo Temp Casing 6in Barge/Track/Amphib 200-250 Ft	\$ 33.79	LF
505-Geo Temp Casing 6in Barge/Track/Amphib 0-50 Ft	\$ 15.00	LF
506-Geo Temp Casing 6in Barge/Track/Amphib 50-100 Ft	\$ 17.00	LF
507-Geo Temp Casing 6in Barge/Track/Amphib 100-150 Ft	\$ 19.25	LF
508-Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft	\$ 11.77	LF
509-Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft	\$ 13.79	LF
510-Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft	\$ 16.21	LF
511-Geo Temp Casing 6in Truck/Mud Bug 150-200 Ft	\$ 21.54	LF
512-Geo Temp Casing 6in Truck/Mud Bug 200-250 Ft	\$ 25.40	LF
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	\$ 411.33	Each

**EXHIBIT B-3
TESTING LOADED RATES**

Contract No: PNC2119168P1
Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects
Consultant: Metric Engineering, Inc.
Subconsultants: HP Consultants, Inc.

FDOT Name / Pay Item	Loaded Rate	Unit
515-Geo Undisturbed Samples Barge/Track/Amphib 0-50 Ft	\$ 142.02	Each
516-Geo Undisturbed Samples Barge/Track/Amphib 50-100Ft	\$ 160.54	Each
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	\$ 174.53	Each
518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	\$ 235.77	Each
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	\$ 117.02	Each
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	\$ 130.06	Each
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	\$ 120.00	Each
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	\$ 161.54	Each
525-Geo Well Development	\$ 130.39	Hour
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	\$ 200.00	Hour
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	\$ 269.26	Hour
533-Geo Track/Barge Drill Rig and Crew (2-person)	\$ 250.00	Hour
534-Geo Track/Barge Drill Rig and Crew (3-person)	\$ 340.30	Hour
603-Mobilization Asphalt Coring Equipment	\$ 310.64	Each
609-Mobilization Drill Rig Barge Mount	\$ 6,500.00	Each
610-Mobilization Drill Rig Track Mount	\$ 1,091.97	Each
611-Mobilization Drill Rig Trailer Mount	\$ 410.80	Each
612-Mobilization Drill Rig Truck Mount	\$ 372.81	Each
614-Mobilization Mudbug/All Terrain Vehicle	\$ 678.72	Each
618-Mobilization Support Boat	\$ 402.53	Each
619-Mobilization Tri-Pod	\$ 350.00	Each
620-Mobilization of Clearing Equipment	\$ 606.06	Each
700-MOT Arrow Board	\$ 31.36	Each
701-MOT Attenuator Truck	\$ 127.34	Hour
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	\$ 0.60	Each
703-MOT Light Tower	\$ 138.57	Each
704-MOT Portable Changeable Message Sign (PCMS)	\$ 91.74	Each
705-MOT Portable Lighting	\$ 103.55	Each
706-MOT Portable Sign	\$ 3.94	Each
707-MOT Post Mounted Sign	\$ 10.00	Each
708-MOT Provide Channelizing Devices - Cone	\$ 0.76	Each
709-MOT Radar Speed Display Unit (RDSU)	\$ 23.00	Each
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	\$ 125.00	Hour
711-MOT Shadow Vhcle w/ Advanced Warning Arrow Board (AWA)	\$ 100.00	Hour
712-MOT Support Vehicle	\$ 44.53	Hour
800-Soils Chloride Soil or Water FM 5-552	\$ 39.89	Test
805-Soils Corrosion Series FM 5-550 through 5-553	\$ 136.09	Test
809-Soils Hydrometer Only AASHTO T88	\$ 100.56	Test
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	\$ 310.50	Test
811-Soils Liquid Limit AASHTO T89	\$ 45.53	Test
812-Soils Materials Finer than 200 Sieve FM 1-T011	\$ 34.06	Test
813-Soils Maximum Density ASTM D4254	\$ 165.08	Test
814-Soils Miniature Vane Shear Test ASTM D4648	\$ 12.51	Test
815-Soils Minimum Density ASTM D4253	\$ 158.66	Test
817-Soils Moisture Content Laboratory AASHTO T265	\$ 11.77	Test
818-Soils Moisture Content Microwave AASHTO D4643	\$ 16.50	Test

**EXHIBIT B-3
TESTING LOADED RATES**

Contract No: PNC2119168P1
Contract Title: Continuing Engineering Services for Traffic, Roadway, and Civil Projects
Consultant: Metric Engineering, Inc.
Subconsultants: HP Consultants, Inc.

FDOT Name / Pay Item	Loaded Rate	Unit
819-Soils Organic Content Ignition FM 1 T-267	\$ 36.16	Test
820-Soils Organic Content Wet Combustion AASHTO T194	\$ 44.00	Test
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	\$ 86.11	Test
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	\$ 57.08	Test
825-Soils pH Soil or Water FM 5-550	\$ 33.82	Test
826-Soils Plastic Limit & Plasticity Index AASHTO T90	\$ 45.33	Test
827-Soils Proctor Modified FM 1-T180	\$ 93.33	Test
828-Soils Proctor Standard AASHTO T99	\$ 90.75	Test
829-Soils Resistivity Soil or Water FM 5-551	\$ 42.14	Test
830-Soils Shrinkage Factor AASHTO T92	\$ 60.00	Test
831-Soils Specific Gravity AASHTO T100	\$ 70.64	Test
832-Soils Split Tensile Strgth of Rock Cores ASTM D3967	\$ 99.70	Test
833-Soils Sulfate Soil or Water FM 5-553	\$ 42.55	Test
838-Soils Unconfined Compression - Rock ASTM D7012, Method C	\$ 94.78	Test
839-Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	\$ 111.41	Test

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/17/2022
SUBJECT: Award of Continuing Contract to Keith and Associates, Inc. for General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services, and General Environmental Engineering Services

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

On June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services. These services include:

General Civil Engineering Services; Traffic Engineering Services; Geotechnical Engineering Services; Land Surveying Services; Water Treatment & Well Field Engineering Services; General Environmental Engineering Services; Architectural Services; Landscape Architectural Services; Structural Engineering Services; Electrical Engineering Services; and Mechanical Engineering Services. (Exhibit "A")

On July 27, 2022, the Town received thirteen (13) responses from the following firms:

1. Carnahan, Proctor and Cross, Inc.
2. CPZ Architects, Inc.
3. HP Consultants Inc.
4. Keith and Associates, Inc. dba KEITH
5. Kimley-Horn and Associates, Inc.
6. Longitude Surveyors, LLC
7. Metric Engineering, Inc.
8. Professional Service Industries, Inc.
9. RE Chisholm Architects. Inc.
10. RADISE International, L.C.
11. Saltz Michelson Architects, Inc.
12. Solid Consulting Engineers, Inc.
13. Tierra South Florida, Inc.

Among the thirteen respondents, six (6) listed other services that can be provided utilizing their subcontractors. These firms are:

1. Carnahan, Proctor and Cross, Inc.
 - a. Subcontractors
 - i. Arehna Engineering Inc. -
GEOTECHNICAL ENGINEERING SERVICES
 - ii. BMA Consulting Engineering Inc -
STRUCTURAL ENGINEERING SERVICES
2. CPZ Architects, Inc.
 - a. Subcontractors
 - i. Chen Moore and Associates, Inc. -
GENERAL CIVIL ENGINEERING SERVICES - LANDSCAPE
ARCHITECTURAL SERVICES
 - ii. Terracon Consultants, Inc -
GEOTECHNICAL ENGINEERING SERVICES - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
 - iii. Stoner & Associates Inc. - LAND
SURVEYING SERVICES
 - iv. Muengineers, Inc. - STRUCTURAL
ENGINEERING SERVICES
 - v. CMS Construction Management Services
- COST ESTIMATING
3. Keith and Associates, Inc. dba KEITH
 - a. Subcontractors
 - i. The Chappell Group, Inc - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
4. Kimley-Horn and Associates, Inc.
 - a. Subcontractors
 - i. H2R Corp - GEOTECHNICAL

ENGINEERING SERVICES

ii. Stoner & Associates Inc. - LAND

SURVEYING SERVICES

iii. Smith Engineering Consultants, Inc.

-MECHANICAL ENGINEERING SERVICES

5. Saltz Michelson Architects, Inc.

a. Subcontractor

i. Keith and Associates, Inc. dba KEITH-

GENERAL CIVIL ENGINEERING SERVICES

LANDSCAPE ARCHITECTURAL SERVICES

6. Solid Consulting Engineers, Inc.

a. Subcontractors

i. Carnahan, Proctor and Cross, Inc.-

LAND SURVEYING SERVICES

ii. Azimuth 360 Consulting Group Inc.-

GIS/CAD Support

iii. Aerial Photography, Inc. - AERIAL

PHOTOS

On September 27, 2022, the Town's Selection and Negotiation Committee recommended that the Town enter into a contract with each of the thirteen *Submitter* for the *List of Services offered in the Bid* and approve vendor subcontractors. This council memorandum addresses the recommendation to award a contract for **General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services, and General Environmental Engineering Services** to: **Keith and Associates, Inc.**

The issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town's Procurement Code, the State of Florida's Consultant's Competitive Negotiation Act, and federal law.

Fiscal Impact/Analysis

Services will be performed on an as-needed basis, for Town Projects. As such projects are identified, it will be brought back to the Town Council for approval prior to the commencement of any work. Major Capital Improvement Projects (CIP) may require additional "procurement."

Staff Contact:

Venessa Redman, Senior Procurement and Budget Officer

Rod Ley, P.E., Public Works Director

Emily Aceti, Community Services Manager

Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Exhibit A to Council Memo	10/5/2022	Exhibit
Resolution - TA Approved	10/17/2022	Resolution
Exhibit A - RFP	10/5/2022	Exhibit
Exhibit B - Agreement	11/10/2022	Agreement
Exhibit B - Hourly Rates	10/13/2022	Exhibit

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Carnahan, Proctor and Cross, Inc.	Traffic Engineering Services, General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	Arehna Engineering Inc. - Geotechnical Engineering Services Sub BMA Consulting Engineering Inc - Structural Engineering Services
CPZ Architects, Inc.	Architectural Services	Chen Moore and Associates, Inc. - - General Civil Engineering Services - Landscape Architectural Services Terracon Consultants, Inc - - Geotechnical Engineering Services - General Environmental Engineering Services Stoner & Associates Inc. - Land Surveying Services Muengineers, Inc. - Structural Engineering Services CMS Construction Management Services – Cost Estimating
HP Consultants Inc.	Geotechnical Engineering	No Subcontractors
Keith and Associates, Inc. dba KEITH	General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	The Chappell Group, Inc - General Environmental Engineering Services
Kimley-Horn and Associates, Inc.	Traffic Engineering Services, General Civil Engineering Services, General Environmental Engineering Services, Landscape Architectural Services, Structural Engineering Services, Electrical Engineering Services	H2R Corp and Tierra South Florida, Inc. Geotechnical Engineering Services Stoner & Associates Inc. - Land Surveying Services Smith Engineering Consultants, Inc. – Mechanical Engineering Services

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Longitude Surveyors, LLC	Land Surveying	No Subcontractors
Metric Engineering, Inc.	General Environmental Engineering	No Subcontractors
Professional Service Industries, Inc.	Geotechnical Engineering Services, General Environmental Engineering Services, and Construction Materials Testing and Inspection	No Subcontractors
RE Chisholm Architects. Inc.	Architectural	No Subcontractors
RADISE International, L.C.	Geotechnical Engineering	No Subcontractors
Saltz Michelson Architects, Inc.	Architectural	Keith And Associates, Inc. Dba Keith-General Civil Engineering Services Landscape Architectural Services Johnson Structural Grp, Inc.- Structural Engineering Services Bildworx Design, LLC - Mechanical Engineering Services
Solid Consulting Engineers, Inc.	General Civil Engineering Services, Water Treatment & Well Field Engineering Services, Including Construction Inspection and / or Construction Management.	Carnahan, Proctor and Cross, Inc.- LAND SURVEYING SERVICES Azimuth 360 Consulting Group Inc.- GIS/CAD Support, Aerial Photography, Inc. - Aerial Photos
Tierra South Florida, Inc.	Geotechnical Engineering	No Subcontractors

RESOLUTION 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO KEITH AND ASSOCIATES, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING GENERAL CIVIL ENGINEERING SERVICES, LAND SURVEYING SERVICES, LANDSCAPE ARCHITECTURAL SERVICES, AND GENERAL ENVIRONMENTAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING KEITH AND ASSOCIATES, INC. TO UTILIZE THE SERVICES OF THE CHAPPELL GROUP, INC AS AN APPROVED SUBCONSULTANT FOR SUCH WORK, AS OUTLINED IN ITS RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services; and

WHEREAS, on September 27, 2022, the Town's Selection and Negotiation Committee recommended that the Town enter into a contract with Keith and Associates, Inc. for various services including General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services, and General Environmental Engineering Services; and

WHEREAS, Keith and Associates, Inc. has advised the Town that it may be utilizing The Chappell Group, Inc. as a subconsultant for such work; and

WHEREAS, services will be completed on an as-needed basis for Town Projects; and

WHEREAS, such services will come back to the Town Council for approval prior to the commencement of any work; and

WHEREAS, the issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town's Procurement Code, the State of Florida's Consultant's Competitive Negotiation Act, and federal law; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Selection and Negotiation Committee's selection of Keith and Associates, Inc. for General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services, and General Environmental Engineering Services as outlined in Keith and Associates, Inc.'s response to the Request for Letters of Interest attached hereto and incorporated herein as Exhibit "A".

Section 3. The Town Council hereby authorizes Keith and Associates, Inc. to engage The Chappell Group, Inc. as an approved subconsultant for such work, as outlined in its response.

Section 4. The Town Council hereby approves awarding a Continuing Contract with Keith and Associates, Inc. as set for in Composite Exhibit "B", which has been attached hereto and has been incorporated herein by reference.

Section 5. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "B," and to make such nonmaterial modifications, additions, and/or deletions which are necessary and proper to effectuate the intent of this Resolution.

Section 6. That this Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.183.01

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CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Continuing Contract for Professional Engineering Services ("CONTINUING CONTRACT") is made and entered into this ____ day of _____. 2022, by and between the Town of Southwest Ranches, Florida, hereinafter referred to as "TOWN", and Keith and Associates Inc., dba KEITH a Florida Corporation licensed as an Authorized Professional Engineering Company, with the State of Florida under License NO. _____, and hereinafter referred to as "CONSULTANT".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RFQu No. 22-013, and adhered to the selection process pursuant to and in accordance with the Consultants' Competitive Negotiation Act, Florida Statute, 287.055 and the TOWN's Procurement Code; and,

WHEREAS, the TOWN desires to engage the CONSULTANT to perform certain professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT, as permitted by the Consultants' Competitive Negotiation Act; and,

WHEREAS, the CONSULTANT desires to provide such professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT; and,

WHEREAS, the TOWN represents that it has the authority to engage the CONSULTANT for the services set forth in RFQU 22-013, this CONTINUING CONTRACT, and as approved by the TOWN's Resolution No. _____.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this CONTINUING CONTRACT, it is mutually understood and agreed as follows:

The above Recitals are true and correct and are incorporated herein and made a part of this CONTINUING CONTRACT.

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

Standard of Care. All services rendered by CONSULTANT and its sub-consultants pursuant to this Continuing Contract will be performed in accordance with the standard of professional skill and care required for CONSULTANTS and other professionals retained to assist with, from commencement to finish of CONTINUING CONTRACT services of the projects contemplated by this Continuing Contract; provided, however, that no work shall be performed unless and until a written work authorization is executed and the

TOWN has issued a Notice to Proceed as to any of the projects. CONSULTANT will perform all services consistent with the interests of the TOWN and in accordance with the requirements of the State of Florida, including those promulgated by the South Florida Water Management District (“SFWMD”), the Central Broward Water Control District (“CBWCD”), South Broward Drainage District (“SBDD”), the Florida Department of Environmental Protection (“DEP”), the Florida Department of Transportation (“FDOT”), Broward County, Florida, the applicable edition of the Florida Building Code, with Broward County Amendments (“Florida Building Code”) and all other applicable codes, laws, regulations, ordinances, and all other applicable standards that govern the design and construction of projects under this Contract, including those of the Federal Emergency Management Agency (“FEMA”), the U.S. Army Corps of Engineers and the Environmental Protection Agency (“EPA”) as well as those requirements imposed by other governmental authorities having jurisdiction over the Town. CONSULTANT agrees to timely perform its services so as not to delay the projects under this CONTRACT, time being of the essence, and as set forth in the Notice to Proceed. The projects ("Project" or "Projects") which may be assigned to CONSULTANT, and subject of a Notice to Proceed, are those listed in RFQu 22-013, which is incorporated herein by reference.

1.1.1 Points of Contact.

The TOWN's Designated Point of Contact (or "Representative") shall be:

**Mr. Andrew D. Berns, Town Administrator, 954-434-0008,
aberns@southwestbranches.org or his designee.**

The CONSULTANT's Designated Point of Contact shall be:

**Stephen Williams, Sr., PE, Principal, 954-788-3400 (office)
swilliams@KEITHteam.com**

1.1.2 Licensing and Other Obligations of CONSULTANT. The CONSULTANT will provide appropriate documentation to the TOWN to demonstrate that it and all its sub-consultants are properly licensed to perform all services relative to this Continuing Contract.

1.1.2.1 A sub-consultant is a person or entity who the CONSULTANT has retained and who the CONSULTANT will pay to perform any of the services described in this Continuing Contract. Reasonable funds for such payment have been included as part of CONSULTANT's compensation under this Continuing Contract.

1.1.2.2 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees, or persons performing any of the services under this Continuing Contract.

1.1.2.3 The CONSULTANT shall have the sole obligation and responsibility to select, control and supervise all its sub-consultants. The CONSULTANT may not contract with anyone with whom the TOWN has a reasonable objection. Contracts between the CONSULTANT and the sub-consultants shall require each sub-consultant to be bound to the CONSULTANT for all obligations and responsibilities which the CONSULTANT, by this

Continuing Contract assumes toward the TOWN. This provision also applies to substitute sub-consultants hired during this Continuing Contract to replace existing sub-consultants in accordance with this Continuing Contract. The CONSULTANT shall retain responsibility for coordination of any sub-consultants engaged by the CONSULTANT to provide services under this Continuing Contract and will likewise coordinate its services with those sub-consultants retained by the TOWN. The TOWN agrees that all communications of the TOWN with the CONSULTANT's sub-consultants will be made through the CONSULTANT's Representative unless such sub-consultants have also been retained by the TOWN.

1.1.2.4 The CONSULTANT and its sub-consultants will perform, without expense to the TOWN, such services as may be required to correct or remedy any negligent act, error or omission of the CONSULTANT or its sub-consultants.

1.1.2.5 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees or persons performing any of the services under this Agreement.

1.1.2.6 The CONSULTANT shall have the sole obligation and responsibility to select, control, payment, and supervision of all its sub-consultants.

1.1.3 Conflicts of Interest. The CONSULTANT shall not engage in any activity, or accept any employment, receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the CONSULTANT's professional judgment with respect to this Continuing Contract.

ARTICLE 2 - TOWN-PROVIDED ITEMS

2.1 The TOWN's list of project requirements shall be provided to the CONSULTANT and shall be utilized by the CONSULTANT to prepare the Project Program.

2.2 The TOWN shall provide CONSULTANT with accurate and complete information. No information derived from the TOWN shall relieve the CONSULTANT from any risk or from fulfilling all terms of the Contract. The CONSULTANT shall be responsible for any additional investigations required to fulfill all the terms of the Contract.

2.3 Service Work Authorization and Notice to Proceed. For all services covered under this Continuing Contract, CONSULTANT shall be required to obtain an approved written Work Authorization and a written "Notice to Proceed" by the Town Administrator or his authorized representative, in advance of providing any such services to the Town. The written Work Authorization shall specify in detail the nature of the services requested, the lump sum or not to exceed cost to the TOWN for same (with actual cost to be fully substantiated by CONSULTANT upon completion), and the time frame for completion. All services performed by CONSULTANT without a written authorization from the TOWN shall be performed at CONSULTANT's sole cost and expense.

ARTICLE 3- FEES

3.1 Subject to the TOWN's issuance of a "Notice to Proceed" and individual written work orders, the TOWN shall pay the CONSULTANT the total compensation for the Project(s), in accordance with the total fee indicated in a Project fee schedule executed by both the TOWN and CONSULTANT, and which will be developed based upon the approved Rate and Fee Schedule. CONSULTANT's total compensation includes all fees, costs and expenses that may be incurred by the CONSULTANT to complete the design and construction administration of the Project, including, but not limited to, all professional services provided by or through the CONSULTANT, drawings, calculations and other documents, travel expenses and all other costs or expenses, for or related to the Project, as well as the time for performance. A Notice to Proceed shall not be issued by the TOWN until a Project fee schedule has been fully executed. Additionally, CONSULTANT shall not perform any services without individual written work orders which may be required to be provided by the Town Administrator, and in accordance with this Continuing Contract. Hourly rates for CONSULTANT's sub-consultants shall also be in accordance with the Rate and Fee Schedule.

3.2 Payment on account of services rendered, shall be made monthly, based on the percentage of completion of the Project, upon presentation of the CONSULTANT's invoice for same, along with a partial waiver and release from CONSULTANT indicating a release of all claims, including, but not limited to, equitable liens, through the last date of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the TOWN, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the TOWN to the CONSULTANT describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the CONSULTANT's Total Compensation shall be made within twenty (20) days of invoice receipt or as otherwise provided by Section 218.735(9), Florida Statute.

3.4 Payments due to CONSULTANT which remain unpaid for twenty (20) days after the invoice receipt and that have not been rejected (meet contract requirements), shall bear interest at the statutory rate of 2% as provided by Section 218.74(9), Florida Statute.

3.5 Payment for the CONSULTANT's services will be made in accordance with the Local Government Prompt Payment Act, Section 218.73, Florida Statute.

3.6 Purchasing Card (PCARD) Acceptance: The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the CONSULTANT, or the CONSULTANT's sub-consultants, may only be accomplished after execution of this Continuing Contract, without invalidating the Continuing Contract, by mutual agreement and execution of a written Change Order. CONSULTANT assumes all risks and responsibilities for performing all services on behalf of the TOWN for the amount determined in accordance with Article 3. The TOWN shall not be liable for any cost increases that may arise during the performance of services. Any adjustments to the services must be by written Change Order issued in accordance with the terms and conditions of this Continuing Contract. To the extent that CONSULTANT proceeds to perform additional services in excess of those services described in an executed Notice to Proceed that has been signed by the Town Administrator without an executed written Change Order issued in accordance with this Continuing Contract, such services shall be at CONSULTANT's own risk at no charge to TOWN.

ARTICLE 5 - OWNERSHIP OF DOCUMENTS

5.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT's sub-consultants are Instruments of Service. The CONSULTANT and the CONSULTANT's sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The TOWN shall have the right to use the Instruments of Service. The TOWN's right of use in accordance with this Paragraph specifically authorizes the TOWN to utilize the Instruments of Service to complete the Project as well as to perform alterations, repair, and additions to the Project. This right of use applies even if this Agreement is terminated. In that event, the TOWN will be entitled to continue to utilize the Instruments of Service and shall have the unrestricted right to use, reproduce and to make derivative works of the Instruments of Service to complete the Project as long as the TOWN has paid CONSULTANT for all fees associated only with the preparation of the Instruments of Service in accordance with this Continuing Contract. Should this Continuing Contract be terminated, CONSULTANT and its sub-consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract. However, the TOWN will, through an irrevocable, perpetual, royalty-free license, have the exclusive right to use the Instruments of Service, without restriction or limitation, to construct the buildings and improvements relative to this Project as well as repair, maintain or construct future additions to the Project. Upon the TOWN's request, the CONSULTANT and its sub-consultants will furnish to the TOWN, copies, including reproducible copies, electronic data and computer files of the Drawings and Specifications and other Instruments of Service.

5.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the TOWN's or CONSULTANT's rights.

5.3 CONSULTANT represents and warrants to TOWN that it is the owner of all Instruments of Service prepared by itself and has the sole authority to grant TOWN use provisions of these Instruments of Service in accordance with this Agreement. With respect to Instruments of Service for the Project owned by CONSULTANT's sub-consultants, CONSULTANT, in its agreement with such sub-consultants to provide services for this Project, shall cause such sub-consultants to grant to the TOWN the same use provisions as are included herein.

ARTICLE 6 - TERM OF CONTRACT

6. The continuing contract for professional CONTINUING CONTRACT services shall have a term of five (5) years, with five (5), one (1) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the Town Administrator.

ARTICLE 7 - TERMINATION

7.1 Termination by Town for Convenience. This Continuing Contract may be terminated by the Town for convenience upon at least thirty days' written notice to the CONSULTANT. Under such conditions, CONSULTANT will only be entitled to receive compensation for services rendered that are specifically within the services for which the Town Administrator has, in writing, authorized CONSULTANT to proceed and only up through the date that is no later than thirty days after the date written notice for such termination for convenience is issued by the TOWN to CONSULTANT. CONSULTANT will be able to recover for its work performed; actual cost and expenses; and fair and reasonable sums for overhead and profit for work performed. Upon receipt of a notice of termination for convenience by the TOWN, the CONSULTANT will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due CONSULTANT from the TOWN pursuant to this Paragraph

7.2 Default by CONSULTANT. In addition to defaults resulting from the CONSULTANT's failure to strictly comply with any term, condition, or agreement set forth herein, the CONSULTANT shall be in default under this Continuing Contract if:

- A. The CONSULTANT ceases to carry the insurance required hereunder or the insurance is cancelled.
- B. A default should occur in the performance of any sub-consultant or contractor employed by the CONSULTANT and not corrected by CONSULTANT or another replacement sub-consultant or contractor employed by CONSULTANT within ten (10) days after notice from the TOWN.
- C. The CONSULTANT fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.
- D. The CONSULTANT fails to timely (30 days) pay any sub-consultant or contractor employed by the CONSULTANT.

Notwithstanding the foregoing, CONSULTANT shall have the right to contest disputed invoices in good faith, without being in default of this Continuing Contract, but will bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith within ten (10) days of the date of recording of such lien.

- E. The CONSULTANT fails to correct any error or material inconsistency in its or its sub-consultants Drawings and Specifications or other Instruments of Service within ten (10) days after such error or material inconsistency is reported to the CONSULTANT.
- F. The CONSULTANT fails to perform its obligations under this Continuing Contract in a timely and expeditious manner within ten (10) days after notice from the TOWN.

7.3 TOWN'S Compensation for Default by CONSULTANT. In the event of termination due to the fault of the CONSULTANT under this Continuing Contract, the TOWN shall be compensated for all reasonable costs and expenses including reasonable attorneys' fees and costs incurred in connection with replacing the CONSULTANT hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement CONSULTANT and the completion of the CONSULTANT services hereunder. This is not intended to limit the TOWN's rights or ability to recover damages in the event of a breach by the CONSULTANT under this Continuing Contract. Additionally, the TOWN shall have the right to use the CONSULTANT 's Drawings, Specifications, and other Instruments of Service in the event of a default by the CONSULTANT, regardless of the payment status for such Instruments of Service.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Governing Law, Jurisdiction, Venue and Attorney's Fees. In the event of any action, litigation, or proceedings of any type regarding or relating to performance of this Continuing Contract, the prevailing party shall be entitled to recover its reasonable costs, expert's fees and attorney's fees at all hearings, trials, bankruptcy, and appellate levels. All disputes pursuant to this Continuing Contract shall be first subject to mediation in Broward County with a mutually agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional CONTINUING CONTRACT services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation shall be filed in a court of competent jurisdiction and the sole and exclusive venue shall be in Broward County, Florida. This Continuing Contract shall be governed by the laws of the State of Florida. Mediation shall be conducted within sixty (60) days of either Party's written request. The parties shall share, 50/50, the cost of the mediator.

8.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, CONSULTANT AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY

HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS CONTINUING CONTRACT.

8.3 Insurance Coverages and Minimum Amounts. CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at least one (1) year beyond its completion a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

8.3.1 Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

8.3.2 Worker's Compensation and Employer's Liability Insurance for all employees of the CONSULTANT engaged in services under the Contract in accordance with the laws of the State of Florida. CONSULTANT hereby agrees to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

8.3.3 (Comprehensive) Commercial General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage at \$2,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability annual aggregate:

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted, and;
7. Explosion, collapse, underground coverage (X-C-U)

8.3.4 Comprehensive Automobile Liability Insurance. for all owned, non-owned and hired automobiles and other vehicles used by CONSULTANT in the performance of services pursuant to this Contract with the following minimum limits of liability: \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

8.3.5 Aggregate Limits. Commercial General Liability shall be \$2,000,000.

***All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator.
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated “A-” or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

All notifications shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

CONSULTANT is required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding.

84 Indemnification. To the fullest extent permitted by Florida Statute, Section 725.08, CONSULTANT shall indemnify, hold harmless the TOWN, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of the CONSULTANT or its sub-consultants, agents, officers, employees or independent contractors pursuant to the Continuing Contract, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the CONSULTANT and/or its sub-consultants, agents, or employees in the performance of the operations or services under the Continuing Contract.

8.4.1 Errors and Omissions:

The CONSULTANT to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance, and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time period and specified cost. The CONSULTANT shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient CONSULTANT with respect to the disciplines required for the

performance of the Work in the State of Florida. The CONSULTANT is responsible for and represents that the Work conforms to TOWN'S requirements as set forth in this Agreement. The CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the TOWN may have, the CONSULTANT shall, at its expense, re-perform the services to correct any deficiencies, which result from the CONSULTANT'S failure to perform in accordance with the above standards. The TOWN shall notify the CONSULTANT in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN'S inspection, review, approval, or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the CONSULTANT or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the TOWN 'S rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The CONSULTANT and its sub-consultants and Subcontractors shall be and remain liable to the TOWN in accordance with applicable law for all damages to TOWN caused by any failure of the CONSULTANT or its sub-consultants and Subcontractors to comply with the terms and conditions of this Agreement or by the CONSULTANT'S or Sub-consultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors, or omissions in the performance of this Agreement. With respect to the performance of Work by sub-consultants and Subcontractors, the CONSULTANT shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

85 Patent and Copyright Indemnification. CONSULTANT agrees to indemnify, defend, save, and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities, and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other such work in connection with the performance of the Continuing Contract.

86 Successors and Assigns. This Continuing Contract is binding upon the parties hereto, their successors and assigns and replaces, provided, however, neither party shall assign or transfer any interest in this Continuing Contract without the written consent of the other party.

87 No Damage for Delays by TOWN. CONSULTANT's sole remedy for any (i) delay in the commencement, prosecution, or completion of its services, (ii) hindrance or obstruction in performance of its services, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this subparagraph as "delays"), whether or not such delays are foreseeable, shall be non-compensable. TOWN shall act reasonably in granting extensions of time to the CONSULTANT. All extensions to the time for performance shall be authorized only by written Change Order executed by the TOWN and CONSULTANT. In no event shall the CONSULTANT be entitled to any other compensation or recovery of any damages under or pursuant to this subparagraph in connection with any delay, including, without limitation, consequential damages, lost

opportunity costs, impact damages or other similar remuneration.

88 Audit and Inspection Rights and Retention of Records by CONSULTANT. The TOWN shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Continuing Contract. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Continuing Contract. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Continuing Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination or expiration of this Continuing Contract, unless CONSULTANT is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry. In addition, CONSULTANT shall respond to the reasonable inquiries of success or CONSULTANTs, if any, and allow successor CONSULTANTs to receive working papers relating to matters of continuing significance. In addition, CONSULTANT shall provide a complete copy of *all* working papers including electronic files to the TOWN, prior to final payment by the TOWN under this Continuing Contract.

89 Performance During Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute noticed in writing between the TOWN and the CONSULTANT, the CONSULTANT and, if applicable, its sub-consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms of this Continuing Contract so long as the CONSULTANT receives payment for the matter(s) not in dispute.

8.10 TOWN's Review of Documents. Review and approval of documents or submittals by the TOWN shall be for general design compliance and approval of such submittals shall not relieve the CONSULTANT of any responsibility or liability hereunder.

8.11 Entire Agreement. This Continuing Contract is deemed effective only upon execution by both parties. Additionally, this written Continuing Contract represents the entire and integrated agreement between the TOWN and the CONSULTANT and supersedes all prior negotiations or agreements, either written or oral. This Continuing Contract may be amended only if agreed to by both parties, in writing. Pursuant to Florida Statute, Section 287.055, this Continuing Contract may be terminated in accordance with Sections 6 and 7 hereof.

8.12 Invalid Provisions. Any term or provision of this Continuing Contract found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this Continuing Contract shall remain in full force and effect.

8.13 Non-Discrimination. During the performance of this contract, the CONSULTANT agrees to remain in full compliance with State and Federal laws pertaining to the hiring and firing of all employees including, but not limited as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor in all solicitations will ensure that all applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(4) The contractor will include the portion of the sentence immediately preceding paragraph (1) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by equal opportunity with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8.14 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8.15 Access to Records. The following access to records requirements applies to this contract:

(1) The CONSULTANT agrees to provide Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Town and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8.16 Sovereign Immunity. Nothing in this Continuing Contract is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida law and statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

8.17 NO Third-Party Beneficiaries. This Continuing Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Continuing Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

8.18 Funding. The obligation of TOWN for payment to CONSULTANT for services is limited by Florida law to the availability of funds appropriated in a current fiscal period and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

8.19 Manner of Performance. CONSULTANT agrees to perform its services in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations, and codes. CONSULTANT agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. CONSULTANT agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. CONSULTANT further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Continuing Contract. Failure of CONSULTANT to comply with this paragraph shall constitute a material breach of this Continuing Contract.

8.20 Public Records. The TOWN is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Firm acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to TOWN's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law.

CONSULTANT agrees to maintain public records in CONSULTANT's possession or control in connections with CONSULTANT's performance under this agreement and to provide the public with access to public records in accordance with the record maintenance, production and codes requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONSULTANT shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by TOWN.

821 Public Entity Crimes. In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform services as an CONSULTANT, contractor, supplier, or subcontractor, under a contract with TOWN, and may not conduct business with TOWN for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in TOWN's immediate termination of this Continuing Contract.

822 Changes and Modification of Continuing Contract. TOWN and CONSULTANT may request changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Continuing Contract. Such changes only become part of this Continuing Contract and increase, decrease or otherwise modify the services under this Continuing Contract if evidenced by a written Change Order executed by TOWN and CONSULTANT, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

823 False Claims. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

824 No Waiver of Rights. Neither the TOWN's review, approval or payment for any of the services required under this Continuing Contract shall be construed to operate as a waiver of any of TOWN's rights under this Continuing Contract or of any causes of action arising out CONSULTANT's performance of the services under this Continuing Contract, and CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT's negligent or improper performance of any of the services furnished under this Continuing Contract, irrespective of the TOWN's review, approval or payment for any of the services under this Continuing Contract. The rights and remedies of the TOWN provided for under this Continuing Contract are in addition to all other rights and remedies provided to TOWN by law.

825 Gender. Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

826 Time is of the Essence. Time is of the essence for all of CONSULTANT's obligations under this Continuing Contract.

827 Days. The terms "days" as referenced in this Continuing Contract shall mean consecutive calendar days, unless specifically stated to be "workdays."

828 Equal Opportunity Employment.

A. CONSULTANT will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, religion, gender, color, or national origin. Such action must include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause included in section 8.13 of this Continuing Contract.

B. CONSULTANT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

C. CONSULTANT shall comply with Copeland Anti-Kickback Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR Part 3).

D. CONSULTANT shall comply with the Contract Work Hours and Safety Standards Act (40 US 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

829 Notice. Notices shall be given by Certified Mail (RRR), recognized overnight delivery service with tracking receipt, or hand delivery or courier with signed receipt. Notices shall be given to the following addresses:

AS TO TOWN:

Andrew D. Berns
Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

AS TO ENGINEER:

Keith and Associates Inc. dba KEITH
301 E Atlantic Blvd
Pompano Beach, FL 33060

With a copy to the Town Attorney:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

830 Independent Contractor. CONSULTANT is an independent contractor of TOWN under this Continuing Contract. In providing services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the services rendered under this Continuing Contract shall be exclusively and solely those of CONSULTANT. This Continuing Contract shall not constitute or make the TOWN and CONSULTANT a

partnership or joint venture.

831 Conflicts. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently, recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Continuing Contract.

A. CONSULTANT agrees that none of its officers or employees shall, during the term of this Continuing Contract, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

B. In the event CONSULTANT is permitted to utilize sub-consultants or subcontractors to perform any services required by this Continuing Contract, CONSULTANT agrees to prohibit such sub-consultants or subcontractors, by written contract, from having any conflicts within the meaning of this Section.

832 Contingency Fee. 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 Continuing Contract 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 Continuing Contract. For a breach or violation of this provision, TOWN shall have the right to terminate this Continuing Contract without liability and, at its discretion, to deduct from the Continuing Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

833 Materiality and Waiver of Breach. TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Continuing Contract and, therefore, is a material term hereof. TOWN's failure to enforce any provision of this Continuing Contract shall not be deemed a waiver of such provision or modification of this Continuing Contract. A waiver of any breach of a provision of this Continuing Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

834 Joint Preparation. The TOWN and CONSULTANT both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Continuing Contract has been their joint effort. The language

agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

835 Drug-Free Workplace. CONSULTANT shall maintain a drug-free workplace.

836 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Continuing Contract.

837 Binding Authority. Each person 'Signing this Continuing Contract on behalf of either party individually warrants that he or she has full legal power to execute this Continuing Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Continuing Contract.

838 Truth-in-Negotiation Certificate. Signature of this Continuing Contract 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 Continuing Contract are accurate, complete, and current at the time of contracting.

839 Scrutinized Companies. Pursuant to Florida Statute Sec. 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Syria or Cuba.

840 E-Verify

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches.

Should Vendor become the successful Contractor awarded these services, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Town for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2022.

WITNESSES:

CONSULTANT:

KEITH AND ASSOCIATES INC. DBA KEITH
By: _____
Stephen Williams Sr, PE, Principal
____ day of _____ 2022

WITNESSES:

TOWN OF SOUTHWEST RANCHES
By: _____
Steve Breitkreuz, Mayor
____ day of _____ 2022

WITNESSES:

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2022

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.194.01



**EXHIBIT A
PROFESSIONAL SERVICE FEE SCHEDULE**

	Hourly Rate
Senior Project Executive.....	\$400.00
Project Executive.....	\$350.00
Expert Witness.....	\$500.00
Government Liaison.....	\$400.00
Senior Project Manager.....	\$275.00
Project Manager III.....	\$225.00
Project Manager II.....	\$175.00
Project Manager I.....	\$150.00
Assistant Project Manager.....	\$100.00
Administrative Assistant.....	\$80.00
Engineer VI.....	\$250.00
Engineer V.....	\$225.00
Engineer IV.....	\$195.00
Engineer III.....	\$165.00
Engineer II.....	\$135.00
Engineer I.....	\$110.00
Senior Construction Manager.....	\$190.00
Construction Manager.....	\$160.00
Inspector III.....	\$125.00
Inspector II.....	\$100.00
Inspector I.....	\$90.00
Chief Surveyor.....	\$190.00
Sr. Surveyor & Mapper.....	\$180.00
Project Surveyor II.....	\$165.00
Project Surveyor I.....	\$150.00
Technician IV.....	\$140.00
Technician III.....	\$125.00
Technician II.....	\$110.00
Technician I.....	\$90.00
Chief Planner.....	\$190.00
Senior Planner.....	\$160.00
Planner IV.....	\$140.00
Planner III.....	\$125.00
Planner II.....	\$110.00
Planner I.....	\$90.00
Senior Landscape Architect.....	\$200.00
Landscape Architect II.....	\$165.00
Landscape Architect I.....	\$135.00
Arborist.....	\$140.00
Designer III.....	\$145.00
Designer II.....	\$135.00
Designer I.....	\$125.00
Chief Utility Coordinator.....	\$190.00
Senior Utility Coordinator.....	\$150.00
Utility Coordinator.....	\$110.00
Subsurface Utility Location Manager.....	\$140.00
Field Supervisor.....	\$90.00
Utility Designating/GPR.....	\$200.00
Survey Crew IV.....	\$250.00
Survey Crew III.....	\$200.00
Survey Crew II.....	\$150.00
Survey Crew I.....	\$100.00
Survey Static Laser Scanning.....	\$250.00
Survey Drone Crew.....	\$200.00
Impervious Coring >8".....	\$150.00/Each
Vacuum Excavation Test Hole (Pervious Surface).....	\$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface).....	\$450.00/Each

EXHIBIT B

<u>Direct Expenses</u>	<u>Cost per Unit</u>
Photographic Copies	
Color Copies	
a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14 or 11"x 17"	\$ 2.00
c) 24"x 36"	\$18.00
Black & White Copies	
a) Any Size up to 11"x17"	\$ 0.15
b) 24"x 36" Blackline	\$ 2.00
c) 30" x 42" Blackline	\$ 2.00
d) 24"x 36" Mylar	\$15.00
Laminating/Transparency Film Covers	\$ 2.00
Display Boards	
Mounted (Foam) 30"x 40"	\$42.00
Mounted (Foam) 40"x 60" and larger	\$70.00
3 Ring Binders 1"	\$ 1.00
Dividers (Tabs) Set of 10	\$ 0.80
Acco/GBC Binding	\$ 1.50
Facsimiles	\$ 2.00
Overnight Packages	per service
Courier & Delivery Services	per service
Postage: 1st Class	Current US Postal rate
Mileage:	Current IRS Standard Mileage rates

Any other expenses will be billed at cost plus 10% carrying charge.

****NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

Effective 01/01/2022



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/17/2022
SUBJECT: Award of Continuing Contract to Kimley-Horn and Associates, Inc. for Traffic Engineering Services, General Civil Engineering Services, General Environmental Engineering Services, Landscape Architectural Services, Structural Engineering Services, Electrical Engineering Services, Geotechnical Engineering Services, Land Surveying Services, and Mechanical Engineering Services

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

On June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services. These services include:

General Civil Engineering Services; Traffic Engineering Services; Geotechnical Engineering Services; Land Surveying Services; Water Treatment & Well Field Engineering Services; General Environmental Engineering Services; Architectural

Services; Landscape Architectural Services; Structural Engineering Services; Electrical Engineering Services; and Mechanical Engineering Services. (Exhibit "A")

On July 27, 2022, the Town received thirteen (13) responses from the following firms:

1. Carnahan, Proctor and Cross, Inc.
2. CPZ Architects, Inc.
3. HP Consultants Inc.
4. Keith and Associates, Inc. dba KEITH
5. Kimley-Horn and Associates, Inc.
6. Longitude Surveyors, LLC
7. Metric Engineering, Inc.
8. Professional Service Industries, Inc.
9. RE Chisholm Architects. Inc.
10. RADISE International, L.C.
11. Saltz Michelson Architects, Inc.
12. Solid Consulting Engineers, Inc.
13. Tierra South Florida, Inc.

Among the thirteen respondents, six (6) listed other services that can be provided utilizing their subcontractors. These firms are:

1. Carnahan, Proctor and Cross, Inc.
 - a. Subcontractors
 - i. Arehna Engineering Inc. -
GEOTECHNICAL ENGINEERING SERVICES
 - ii. BMA Consulting Engineering Inc -
STRUCTURAL ENGINEERING SERVICES
2. CPZ Architects, Inc.
 - a. Subcontractors
 - i. Chen Moore and Associates, Inc. -
GENERAL CIVIL ENGINEERING SERVICES - LANDSCAPE
ARCHITECTURAL SERVICES
 - ii. Terracon Consultants, Inc -
GEOTECHNICAL ENGINEERING SERVICES - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
 - iii. Stoner & Associates Inc. - LAND
SURVEYING SERVICES
 - iv. Muengineers, Inc. - STRUCTURAL
ENGINEERING SERVICES
 - v. CMS Construction Management Services
- COST ESTIMATING
3. Keith and Associates, Inc. dba KEITH
 - a. Subcontractors
 - i. The Chappell Group, Inc - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
4. Kimley-Horn and Associates, Inc.

- a. Subcontractors
 - i. H2R Corp - GEOTECHNICAL ENGINEERING SERVICES
 - ii. Stoner & Associates Inc. - LAND SURVEYING SERVICES
 - iii. Smith Engineering Consultants, Inc. -MECHANICAL ENGINEERING SERVICES
- 5. Saltz Michelson Architects, Inc.
 - a. Subcontractor
 - i. Keith and Associates, Inc. dba KEITH-GENERAL CIVIL ENGINEERING SERVICES LANDSCAPE ARCHITECTURAL SERVICES
- 6. Solid Consulting Engineers, Inc.
 - a. Subcontractors
 - i. Carnahan, Proctor and Cross, Inc.-LAND SURVEYING SERVICES
 - ii. Azimuth 360 Consulting Group Inc.-GIS/CAD Support
 - iii. Aerial Photography, Inc. - AERIAL PHOTOS

On September 27, 2022, the Town’s Selection and Negotiation Committee recommended that the Town enter into a contract with each of the thirteen *Submitter* for the *List of Services offered in the Bid* and approve vendor subcontractors. This council memorandum addresses the recommendation to award a contract for **Traffic Engineering Services, General Civil Engineering Services, General Environmental Engineering Services, Landscape Architectural Services, Structural Engineering Services, Electrical Engineering Services, Geotechnical Engineering Services, Land Surveying Services, and Mechanical Engineering Services** to: **Kimley-Horn and Associates, Inc.**

The issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town’s Procurement Code, the State of Florida’s Consultant’s Competitive Negotiation Act, and federal law.

Fiscal Impact/Analysis

Services will be performed on an as-needed basis, for Town Projects. As such projects are identified, it will be brought back to the Town Council for approval prior to the commencement of any work. Major Capital Improvement Projects (CIP) may require additional “procurement.”

Staff Contact:

- Venessa Redman, Senior Procurement and Budget Officer
- Rod Ley, P.E., Public Works Director
- Emily Aceti, Community Services Manager
- Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Exhibit A to Council Memo Resolution - TA Approved	10/5/2022	Exhibit
Exhibit A - RFP	10/17/2022	Resolution
Exhibit A - RFP	10/5/2022	Exhibit
Exhibit A - RFP	10/5/2022	Exhibit
Exhibit A - RFP	10/5/2022	Exhibit
Exhibit A - RFP	10/5/2022	Exhibit
Exhibit A - RFP	10/5/2022	Exhibit
Exhibit A - RFP	10/5/2022	Exhibit
Exhibit A - RFP	10/5/2022	Exhibit
Exhibit B - Agreement	11/10/2022	Agreement
Exhibit B - Hourly Rates	10/13/2022	Exhibit

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Carnahan, Proctor and Cross, Inc.	Traffic Engineering Services, General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	Arehna Engineering Inc. - Geotechnical Engineering Services Sub BMA Consulting Engineering Inc - Structural Engineering Services
CPZ Architects, Inc.	Architectural Services	Chen Moore and Associates, Inc. - - General Civil Engineering Services - Landscape Architectural Services Terracon Consultants, Inc - - Geotechnical Engineering Services - General Environmental Engineering Services Stoner & Associates Inc. - Land Surveying Services Muengineers, Inc. - Structural Engineering Services CMS Construction Management Services – Cost Estimating
HP Consultants Inc.	Geotechnical Engineering	No Subcontractors
Keith and Associates, Inc. dba KEITH	General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	The Chappell Group, Inc - General Environmental Engineering Services
Kimley-Horn and Associates, Inc.	Traffic Engineering Services, General Civil Engineering Services, General Environmental Engineering Services, Landscape Architectural Services, Structural Engineering Services, Electrical Engineering Services	H2R Corp and Tierra South Florida, Inc. Geotechnical Engineering Services Stoner & Associates Inc. - Land Surveying Services Smith Engineering Consultants, Inc. – Mechanical Engineering Services

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Longitude Surveyors, LLC	Land Surveying	No Subcontractors
Metric Engineering, Inc.	General Environmental Engineering	No Subcontractors
Professional Service Industries, Inc.	Geotechnical Engineering Services, General Environmental Engineering Services, and Construction Materials Testing and Inspection	No Subcontractors
RE Chisholm Architects. Inc.	Architectural	No Subcontractors
RADISE International, L.C.	Geotechnical Engineering	No Subcontractors
Saltz Michelson Architects, Inc.	Architectural	Keith And Associates, Inc. DbA Keith-General Civil Engineering Services Landscape Architectural Services Johnson Structural Grp, Inc.- Structural Engineering Services Bildworx Design, LLC - Mechanical Engineering Services
Solid Consulting Engineers, Inc.	General Civil Engineering Services, Water Treatment & Well Field Engineering Services, Including Construction Inspection and / or Construction Management.	Carnahan, Proctor and Cross, Inc.- LAND SURVEYING SERVICES Azimuth 360 Consulting Group Inc.- GIS/CAD Support, Aerial Photography, Inc. - Aerial Photos
Tierra South Florida, Inc.	Geotechnical Engineering	No Subcontractors

RESOLUTION NO. 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO KIMLEY-HORN AND ASSOCIATES, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING TRAFFIC ENGINEERING SERVICES, GENERAL CIVIL ENGINEERING SERVICES, GENERAL ENVIRONMENTAL ENGINEERING SERVICES, LANDSCAPE ARCHITECTURAL SERVICES, STRUCTURAL ENGINEERING SERVICES, ELECTRICAL ENGINEERING SERVICES, GEOTECHNICAL ENGINEERING SERVICES, LAND SURVEYING SERVICES, AND MECHANICAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING KIMLEY-HORN AND ASSOCIATES, INC. TO UTILIZE THE SERVICES OF TIERRA SOUTH FLORIDA, INC., H2R CORP., STONER & ASSOCIATES INC., AND SMITH ENGINEERING CONSULTANTS, INC. AS APPROVED SUBCONSULTANTS FOR SUCH WORK, AS OUTLINED IN ITS RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services; and

WHEREAS, on September 27, 2022, the Town's Selection and Negotiation Committee recommended that the Town enter into a contract with Kimley-Horn and Associates, Inc. for various services including Traffic Engineering Services, General Civil Engineering Services, General Environmental Engineering Services, Landscape Architectural Services, Structural Engineering Services, Electrical Engineering Services, Geotechnical Engineering Services, Land Surveying Services, and Mechanical Engineering Services; and

WHEREAS, Kimley-Horn and Associates, Inc. has advised the Town that it may be utilizing Tierra South Florida, Inc., H2R Corp., Stoner & Associates Inc., and Smith Engineering Consultants, Inc. as subconsultants for such work; and

WHEREAS, services will be completed on an as-needed basis for Town Projects;
and

WHEREAS, such services will come back to the Town Council for approval prior to the commencement of any work; and

WHEREAS, the issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town's Procurement Code, the State of Florida's Consultant's Competitive Negotiation Act, and federal law; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Selection and Negotiation Committee's selection of Kimley-Horn and Associates, Inc. for Traffic Engineering Services, General Civil Engineering Services, General Environmental Engineering Services, Landscape Architectural Services, Structural Engineering Services, Electrical Engineering Services, Geotechnical Engineering Services, Land Surveying Services, and Mechanical Engineering Services as outlined in Kimley-Horn and Associates, Inc.'s response to the Request for Letters of Interest attached hereto and incorporated herein as Exhibit "A".

Section 3. The Town Council hereby authorizes Kimley-Horn and Associates, Inc. to engage Tierra South Florida, Inc., H2R Corp., Stoner & Associates Inc., and Smith Engineering Consultants, Inc. as approved subconsultants for such work, as outlined in its response.

Section 4. The Town Council hereby approves awarding a Continuing Contract with Kimley-Horn and Associates, Inc. as set for in Composite Exhibit "B", which has been attached hereto and has been incorporated herein by reference.

Section 5. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "B," and to make such nonmaterial modifications, additions, and/or deletions which are necessary and proper to effectuate the intent of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.185.01

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CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Continuing Contract for Professional Engineering Services ("CONTINUING CONTRACT") is made and entered into this ____ day of _____. 2022, by and between the Town of Southwest Ranches, Florida, hereinafter referred to as "TOWN", and Kimley-Horn and Associates, Inc. a Florida Corporation licensed as an Authorized Professional Engineering Company, with the State of Florida under License NO. _____, and hereinafter referred to as "CONSULTANT".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RFQu No. 22-013, and adhered to the selection process pursuant to and in accordance with the Consultants' Competitive Negotiation Act, Florida Statute, 287.055 and the TOWN's Procurement Code; and,

WHEREAS, the TOWN desires to engage the CONSULTANT to perform certain professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT, as permitted by the Consultants' Competitive Negotiation Act; and,

WHEREAS, the CONSULTANT desires to provide such professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT; and,

WHEREAS, the TOWN represents that it has the authority to engage the CONSULTANT for the services set forth in RFQU 22-013, this CONTINUING CONTRACT, and as approved by the TOWN's Resolution No. _____.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this CONTINUING CONTRACT, it is mutually understood and agreed as follows:

The above Recitals are true and correct and are incorporated herein and made a part of this CONTINUING CONTRACT.

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

Standard of Care. All services rendered by CONSULTANT and its sub-consultants pursuant to this Continuing Contract will be performed in accordance with the standard of professional skill and care required for CONSULTANTS and other professionals retained to assist with, from commencement to finish of CONTINUING CONTRACT services of the projects contemplated by this Continuing Contract; provided, however, that no work

shall be performed unless and until a written work authorization is executed and the TOWN has issued a Notice to Proceed as to any of the projects. CONSULTANT will perform all services consistent with the interests of the TOWN and in accordance with the requirements of the State of Florida, including those promulgated by the South Florida Water Management District (“SFWMD”), the Central Broward Water Control District (“CBWCD”), South Broward Drainage District (“SBDD”), the Florida Department of Environmental Protection (“DEP”), the Florida Department of Transportation (“FDOT”), Broward County, Florida, the applicable edition of the Florida Building Code, with Broward County Amendments (“Florida Building Code”) and all other applicable codes, laws, regulations, ordinances, and all other applicable standards that govern the design and construction of projects under this Contract, including those of the Federal Emergency Management Agency (“FEMA”), the U.S. Army Corps of Engineers and the Environmental Protection Agency (“EPA”) as well as those requirements imposed by other governmental authorities having jurisdiction over the Town. CONSULTANT agrees to timely perform its services so as not to delay the projects under this CONTRACT, time being of the essence, and as set forth in the Notice to Proceed. The projects ("Project" or "Projects") which may be assigned to CONSULTANT, and subject of a Notice to Proceed, are those listed in RFQu 22-013, which is incorporated herein by reference.

1.1.1 Points of Contact.

The TOWN's Designated Point of Contact (or "Representative") shall be:

**Mr. Andrew D. Berns, Town Administrator, 954-434-0008,
aberns@southwestranches.org or his designee.**

The CONSULTANT's Designated Point of Contact shall be:

**Gary Ratay, PE, Principal, 954-535-5112 (office) 954-646-3509 (cell)
Gary.Ratay@kimley-horn.com**

1.1.2 Licensing and Other Obligations of CONSULTANT. The CONSULTANT will provide appropriate documentation to the TOWN to demonstrate that it and all its sub-consultants are properly licensed to perform all services relative to this Continuing Contract.

1.1.2.1 A sub-consultant is a person or entity who the CONSULTANT has retained and who the CONSULTANT will pay to perform any of the services described in this Continuing Contract. Reasonable funds for such payment have been included as part of CONSULTANT's compensation under this Continuing Contract.

1.1.2.2 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees, or persons performing any of the services under this Continuing Contract.

1.1.2.3 The CONSULTANT shall have the sole obligation and responsibility to select, control and supervise all its sub-consultants. The CONSULTANT may not contract with anyone with whom the TOWN has a reasonable objection. Contracts between the CONSULTANT and the sub-consultants shall require each sub-consultant to be bound to the

CONSULTANT for all obligations and responsibilities which the CONSULTANT, by this Continuing Contract assumes toward the TOWN. This provision also applies to substitute sub-consultants hired during this Continuing Contract to replace existing sub-consultants in accordance with this Continuing Contract. The CONSULTANT shall retain responsibility for coordination of any sub-consultants engaged by the CONSULTANT to provide services under this Continuing Contract and will likewise coordinate its services with those sub-consultants retained by the TOWN. The TOWN agrees that all communications of the TOWN with the CONSULTANT's sub-consultants will be made through the CONSULTANT's Representative unless such sub-consultants have also been retained by the TOWN.

1.1.2.4 The CONSULTANT and its sub-consultants will perform, without expense to the TOWN, such services as may be required to correct or remedy any negligent act, error or omission of the CONSULTANT or its sub-consultants.

1.1.2.5 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees or persons performing any of the services under this Agreement.

1.1.2.6 The CONSULTANT shall have the sole obligation and responsibility to select, control, payment, and supervision of all its sub-consultants.

1.1.3 Conflicts of Interest. The CONSULTANT shall not engage in any activity, or accept any employment, receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the CONSULTANT's professional judgment with respect to this Continuing Contract.

ARTICLE 2 - TOWN-PROVIDED ITEMS

2.1 The TOWN's list of project requirements shall be provided to the CONSULTANT and shall be utilized by the CONSULTANT to prepare the Project Program.

2.2 The TOWN shall provide CONSULTANT with accurate and complete information. No information derived from the TOWN shall relieve the CONSULTANT from any risk or from fulfilling all terms of the Contract. The CONSULTANT shall be responsible for any additional investigations required to fulfill all the terms of the Contract.

2.3 Service Work Authorization and Notice to Proceed. For all services covered under this Continuing Contract, CONSULTANT shall be required to obtain an approved written Work Authorization and a written "Notice to Proceed" by the Town Administrator or his authorized representative, in advance of providing any such services to the Town. The written Work Authorization shall specify in detail the nature of the services requested, the lump sum or not to exceed cost to the TOWN for same (with actual cost to be fully substantiated by CONSULTANT upon completion), and the time frame for completion. All services performed by CONSULTANT without a written authorization from the TOWN shall be performed at CONSULTANT's sole cost and expense.

ARTICLE 3- FEES

3.1 Subject to the TOWN's issuance of a "Notice to Proceed" and individual written work orders, the TOWN shall pay the CONSULTANT the total compensation for the Project(s), in accordance with the total fee indicated in a Project fee schedule executed by both the TOWN and CONSULTANT, and which will be developed based upon the approved Rate and Fee Schedule. CONSULTANT's total compensation includes all fees, costs and expenses that may be incurred by the CONSULTANT to complete the design and construction administration of the Project, including, but not limited to, all professional services provided by or through the CONSULTANT, drawings, calculations and other documents, travel expenses and all other costs or expenses, for or related to the Project, as well as the time for performance. A Notice to Proceed shall not be issued by the TOWN until a Project fee schedule has been fully executed. Additionally, CONSULTANT shall not perform any services without individual written work orders which may be required to be provided by the Town Administrator, and in accordance with this Continuing Contract. Hourly rates for CONSULTANT's sub-consultants shall also be in accordance with the Rate and Fee Schedule.

3.2 Payment on account of services rendered, shall be made monthly, based on the percentage of completion of the Project, upon presentation of the CONSULTANT's invoice for same, along with a partial waiver and release from CONSULTANT indicating a release of all claims, including, but not limited to, equitable liens, through the last date of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the TOWN, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the TOWN to the CONSULTANT describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the CONSULTANT's Total Compensation shall be made within twenty (20) days of invoice receipt or as otherwise provided by Section 218.735(9), Florida Statute.

3.4 Payments due to CONSULTANT which remain unpaid for twenty (20) days after the invoice receipt and that have not been rejected (meet contract requirements), shall bear interest at the statutory rate of 2% as provided by Section 218.74(9), Florida Statute.

3.5 Payment for the CONSULTANT's services will be made in accordance with the Local Government Prompt Payment Act, Section 218.73, Florida Statute.

3.6 Purchasing Card (PCARD) Acceptance: The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the CONSULTANT, or the CONSULTANT's sub-consultants, may only be accomplished after execution of this Continuing Contract, without invalidating the Continuing Contract, by mutual agreement and execution of a written Change Order. CONSULTANT assumes all risks and responsibilities for performing all services on behalf of the TOWN for the amount determined in accordance with Article 3. The TOWN shall not be liable for any cost increases that may arise during the performance of services. Any adjustments to the services must be by written Change Order issued in accordance with the terms and conditions of this Continuing Contract. To the extent that CONSULTANT proceeds to perform additional services in excess of those services described in an executed Notice to Proceed that has been signed by the Town Administrator without an executed written Change Order issued in accordance with this Continuing Contract, such services shall be at CONSULTANT's own risk at no charge to TOWN.

ARTICLE 5 - OWNERSHIP OF DOCUMENTS

5.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT's sub-consultants are Instruments of Service. The CONSULTANT and the CONSULTANT's sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The TOWN shall have the right to use the Instruments of Service. The TOWN's right of use in accordance with this Paragraph specifically authorizes the TOWN to utilize the Instruments of Service to complete the Project as well as to perform alterations, repair, and additions to the Project. This right of use applies even if this Agreement is terminated. In that event, the TOWN will be entitled to continue to utilize the Instruments of Service and shall have the unrestricted right to use, reproduce and to make derivative works of the Instruments of Service to complete the Project as long as the TOWN has paid CONSULTANT for all fees associated only with the preparation of the Instruments of Service in accordance with this Continuing Contract. Should this Continuing Contract be terminated, CONSULTANT and its sub-consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract. However, the TOWN will, through an irrevocable, perpetual, royalty-free license, have the exclusive right to use the Instruments of Service, without restriction or limitation, to construct the buildings and improvements relative to this Project as well as repair, maintain or construct future additions to the Project. Upon the TOWN's request, the CONSULTANT and its sub-consultants will furnish to the TOWN, copies, including reproducible copies, electronic data and computer files of the Drawings and Specifications and other Instruments of Service.

5.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the TOWN's or CONSULTANT's rights.

5.3 CONSULTANT represents and warrants to TOWN that it is the owner of all Instruments of Service prepared by itself and has the sole authority to grant TOWN use provisions of these Instruments of Service in accordance with this Agreement. With respect to Instruments of Service for the Project owned by CONSULTANT's sub-consultants, CONSULTANT, in its agreement with such sub-consultants to provide services for this Project, shall cause such sub-consultants to grant to the TOWN the same use provisions as are included herein.

ARTICLE 6 - TERM OF CONTRACT

6. The continuing contract for professional CONTINUING CONTRACT services shall have a term of five (5) years, with five (5), one (1) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the Town Administrator.

ARTICLE 7 - TERMINATION

7.1 Termination by Town for Convenience. This Continuing Contract may be terminated by the Town for convenience upon at least thirty days' written notice to the CONSULTANT. Under such conditions, CONSULTANT will only be entitled to receive compensation for services rendered that are specifically within the services for which the Town Administrator has, in writing, authorized CONSULTANT to proceed and only up through the date that is no later than thirty days after the date written notice for such termination for convenience is issued by the TOWN to CONSULTANT. CONSULTANT will be able to recover for its work performed; actual cost and expenses; and fair and reasonable sums for overhead and profit for work performed. Upon receipt of a notice of termination for convenience by the TOWN, the CONSULTANT will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due CONSULTANT from the TOWN pursuant to this Paragraph

7.2 Default by CONSULTANT. In addition to defaults resulting from the CONSULTANT's failure to strictly comply with any term, condition, or agreement set forth herein, the CONSULTANT shall be in default under this Continuing Contract if:

- A. The CONSULTANT ceases to carry the insurance required hereunder or the insurance is cancelled.
- B. A default should occur in the performance of any sub-consultant or contractor employed by the CONSULTANT and not corrected by CONSULTANT or another replacement sub-consultant or contractor employed by CONSULTANT within ten (10) days after notice from the TOWN.
- C. The CONSULTANT fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.
- D. The CONSULTANT fails to timely (30 days) pay any sub-consultant or contractor employed by the CONSULTANT.

Notwithstanding the foregoing, CONSULTANT shall have the right to contest disputed invoices in good faith, without being in default of this Continuing Contract, but will bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith within ten (10) days of the date of recording of such lien.

- E. The CONSULTANT fails to correct any error or material inconsistency in its or its sub-consultants Drawings and Specifications or other Instruments of Service within ten (10) days after such error or material inconsistency is reported to the CONSULTANT.
- F. The CONSULTANT fails to perform its obligations under this Continuing Contract in a timely and expeditious manner within ten (10) days after notice from the TOWN.

7.3 TOWN'S Compensation for Default by CONSULTANT. In the event of termination due to the fault of the CONSULTANT under this Continuing Contract, the TOWN shall be compensated for all reasonable costs and expenses including reasonable attorneys' fees and costs incurred in connection with replacing the CONSULTANT hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement CONSULTANT and the completion of the CONSULTANT services hereunder. This is not intended to limit the TOWN's rights or ability to recover damages in the event of a breach by the CONSULTANT under this Continuing Contract. Additionally, the TOWN shall have the right to use the CONSULTANT 's Drawings, Specifications, and other Instruments of Service in the event of a default by the CONSULTANT, regardless of the payment status for such Instruments of Service.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Governing Law, Jurisdiction, Venue and Attorney's Fees. In the event of any action, litigation, or proceedings of any type regarding or relating to performance of this Continuing Contract, the prevailing party shall be entitled to recover its reasonable costs, expert's fees and attorney's fees at all hearings, trials, bankruptcy, and appellate levels. All disputes pursuant to this Continuing Contract shall be first subject to mediation in Broward County with a mutually agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional CONTINUING CONTRACT services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation shall be filed in a court of competent jurisdiction and the sole and exclusive venue shall be in Broward County, Florida. This Continuing Contract shall be governed by the laws of the State of Florida. Mediation shall be conducted within sixty (60) days of either Party's written request. The parties shall share, 50/50, the cost of the mediator.

8.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, CONSULTANT AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY

HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS CONTINUING CONTRACT.

8.3 Insurance Coverages and Minimum Amounts. CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at least one (1) year beyond its completion a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

8.3.1 Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

8.3.2 Worker's Compensation and Employer's Liability Insurance for all employees of the CONSULTANT engaged in services under the Contract in accordance with the laws of the State of Florida. CONSULTANT hereby agrees to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

8.3.3 (Comprehensive) Commercial General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage at \$2,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability annual aggregate:

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted, and;
7. Explosion, collapse, underground coverage (X-C-U)

8.3.4 Comprehensive Automobile Liability Insurance. for all owned, non-owned and hired automobiles and other vehicles used by CONSULTANT in the performance of services pursuant to this Contract with the following minimum limits of liability: \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

8.3.5 Aggregate Limits. Commercial General Liability shall be \$2,000,000.

***All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator.
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

All notifications shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

CONSULTANT is required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding.

84 Indemnification. To the fullest extent permitted by Florida Statute, Section 725.08, CONSULTANT shall indemnify, hold harmless the TOWN, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of the CONSULTANT or its sub-consultants, agents, officers, employees or independent contractors pursuant to the Continuing Contract, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the CONSULTANT and/or its sub-consultants, agents, or employees in the performance of the operations or services under the Continuing Contract.

8.4.1 Errors and Omissions:

The CONSULTANT to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance, and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time period and specified cost. The CONSULTANT shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient CONSULTANT with respect to the disciplines required for the

performance of the Work in the State of Florida. The CONSULTANT is responsible for and represents that the Work conforms to TOWN'S requirements as set forth in this Agreement. The CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the TOWN may have, the CONSULTANT shall, at its expense, re-perform the services to correct any deficiencies, which result from the CONSULTANT'S failure to perform in accordance with the above standards. The TOWN shall notify the CONSULTANT in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN'S inspection, review, approval, or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the CONSULTANT or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the TOWN 'S rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The CONSULTANT and its sub-consultants and Subcontractors shall be and remain liable to the TOWN in accordance with applicable law for all damages to TOWN caused by any failure of the CONSULTANT or its sub-consultants and Subcontractors to comply with the terms and conditions of this Agreement or by the CONSULTANT'S or Sub-consultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors, or omissions in the performance of this Agreement. With respect to the performance of Work by sub-consultants and Subcontractors, the CONSULTANT shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

85 Patent and Copyright Indemnification. CONSULTANT agrees to indemnify, defend, save, and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities, and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other such work in connection with the performance of the Continuing Contract.

86 Successors and Assigns. This Continuing Contract is binding upon the parties hereto, their successors and assigns and replaces, provided, however, neither party shall assign or transfer any interest in this Continuing Contract without the written consent of the other party.

87 No Damage for Delays by TOWN. CONSULTANT's sole remedy for any (i) delay in the commencement, prosecution, or completion of its services, (ii) hindrance or obstruction in performance of its services, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this subparagraph as "delays"), whether or not such delays are foreseeable, shall be non-compensable. TOWN shall act reasonably in granting extensions of time to the CONSULTANT. All extensions to the time for performance shall be authorized only by written Change Order executed by the TOWN and CONSULTANT. In no event shall the CONSULTANT be entitled to any other compensation or recovery of any damages under or pursuant to this subparagraph in connection with any delay, including, without limitation, consequential damages, lost

opportunity costs, impact damages or other similar remuneration.

88 Audit and Inspection Rights and Retention of Records by CONSULTANT. The TOWN shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Continuing Contract. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Continuing Contract. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Continuing Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination or expiration of this Continuing Contract, unless CONSULTANT is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry. In addition, CONSULTANT shall respond to the reasonable inquiries of success or CONSULTANTs, if any, and allow successor CONSULTANTs to receive working papers relating to matters of continuing significance. In addition, CONSULTANT shall provide a complete copy of *all* working papers including electronic files to the TOWN, prior to final payment by the TOWN under this Continuing Contract.

89 Performance During Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute noticed in writing between the TOWN and the CONSULTANT, the CONSULTANT and, if applicable, its sub-consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms of this Continuing Contract so long as the CONSULTANT receives payment for the matter(s) not in dispute.

8.10 TOWN's Review of Documents. Review and approval of documents or submittals by the TOWN shall be for general design compliance and approval of such submittals shall not relieve the CONSULTANT of any responsibility or liability hereunder.

8.11 Entire Agreement. This Continuing Contract is deemed effective only upon execution by both parties. Additionally, this written Continuing Contract represents the entire and integrated agreement between the TOWN and the CONSULTANT and supersedes all prior negotiations or agreements, either written or oral. This Continuing Contract may be amended only if agreed to by both parties, in writing. Pursuant to Florida Statute, Section 287.055, this Continuing Contract may be terminated in accordance with Sections 6 and 7 hereof.

8.12 Invalid Provisions. Any term or provision of this Continuing Contract found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this Continuing Contract shall remain in full force and effect.

8.13 Non-Discrimination. During the performance of this contract, the CONSULTANT agrees to remain in full compliance with State and Federal laws pertaining to the hiring and firing of all employees including, but not limited as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor in all solicitations will ensure that all applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(4) The contractor will include the portion of the sentence immediately preceding paragraph (1) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by equal opportunity with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8.14 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8.15 Access to Records. The following access to records requirements applies to this contract:

(1) The CONSULTANT agrees to provide Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Town and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8.16 Sovereign Immunity. Nothing in this Continuing Contract is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida law and statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

8.17 NO Third-Party Beneficiaries. This Continuing Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Continuing Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

8.18 Funding. The obligation of TOWN for payment to CONSULTANT for services is limited by Florida law to the availability of funds appropriated in a current fiscal period and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

8.19 Manner of Performance. CONSULTANT agrees to perform its services in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations, and codes. CONSULTANT agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. CONSULTANT agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. CONSULTANT further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Continuing Contract. Failure of CONSULTANT to comply with this paragraph shall constitute a material breach of this Continuing Contract.

8.20 Public Records. The TOWN is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Firm acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to TOWN's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law.

CONSULTANT agrees to maintain public records in CONSULTANT's possession or control in connections with CONSULTANT's performance under this agreement and to provide the public with access to public records in accordance with the record maintenance, production and codes requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONSULTANT shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by TOWN.

821 Public Entity Crimes. In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform services as an CONSULTANT, contractor, supplier, or subcontractor, under a contract with TOWN, and may not conduct business with TOWN for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in TOWN's immediate termination of this Continuing Contract.

822 Changes and Modification of Continuing Contract. TOWN and CONSULTANT may request changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Continuing Contract. Such changes only become part of this Continuing Contract and increase, decrease or otherwise modify the services under this Continuing Contract if evidenced by a written Change Order executed by TOWN and CONSULTANT, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

823 False Claims. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

824 No Waiver of Rights. Neither the TOWN's review, approval or payment for any of the services required under this Continuing Contract shall be construed to operate as a waiver of any of TOWN's rights under this Continuing Contract or of any causes of action arising out CONSULTANT's performance of the services under this Continuing Contract, and CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT's negligent or improper performance of any of the services furnished under this Continuing Contract, irrespective of the TOWN's review, approval or payment for any of the services under this Continuing Contract. The rights and remedies of the TOWN provided for under this Continuing Contract are in addition to all other rights and remedies provided to TOWN by law.

825 Gender. Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

826 Time is of the Essence. Time is of the essence for all of CONSULTANT's obligations under this Continuing Contract.

827 Days. The terms "days" as referenced in this Continuing Contract shall mean consecutive calendar days, unless specifically stated to be "workdays."

828 Equal Opportunity Employment.

A. CONSULTANT will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, religion, gender, color, or national origin. Such action must include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause included in section 8.13 of this Continuing Contract.

B. CONSULTANT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

C. CONSULTANT shall comply with Copeland Anti-Kickback Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR Part 3).

D. CONSULTANT shall comply with the Contract Work Hours and Safety Standards Act (40 US 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

829 Notice. Notices shall be given by Certified Mail (RRR), recognized overnight delivery service with tracking receipt, or hand delivery or courier with signed receipt. Notices shall be given to the following addresses:

AS TO TOWN:

Andrew D. Berns
Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

AS TO ENGINEER:

Kimley-Horn and Associates, Inc.
8201 Peters Rd, Ste 2200
Plantation, FL 33324

With a copy to the Town Attorney:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

830 Independent Contractor. CONSULTANT is an independent contractor of TOWN under this Continuing Contract. In providing services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the services rendered under this Continuing Contract shall be exclusively and solely those of CONSULTANT. This Continuing Contract shall not constitute or make the TOWN and CONSULTANT a

partnership or joint venture.

831 Conflicts. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently, recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Continuing Contract.

A. CONSULTANT agrees that none of its officers or employees shall, during the term of this Continuing Contract, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

B. In the event CONSULTANT is permitted to utilize sub-consultants or subcontractors to perform any services required by this Continuing Contract, CONSULTANT agrees to prohibit such sub-consultants or subcontractors, by written contract, from having any conflicts within the meaning of this Section.

832 Contingency Fee. 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 Continuing Contract 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 Continuing Contract. For a breach or violation of this provision, TOWN shall have the right to terminate this Continuing Contract without liability and, at its discretion, to deduct from the Continuing Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

833 Materiality and Waiver of Breach. TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Continuing Contract and, therefore, is a material term hereof. TOWN's failure to enforce any provision of this Continuing Contract shall not be deemed a waiver of such provision or modification of this Continuing Contract. A waiver of any breach of a provision of this Continuing Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

834 Joint Preparation. The TOWN and CONSULTANT both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Continuing Contract has been their joint effort. The language

agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

835 Drug-Free Workplace. CONSULTANT shall maintain a drug-free workplace.

836 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Continuing Contract.

837 Binding Authority. Each person 'Signing this Continuing Contract on behalf of either party individually warrants that he or she has full legal power to execute this Continuing Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Continuing Contract.

838 Truth-in-Negotiation Certificate. Signature of this Continuing Contract 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 Continuing Contract are accurate, complete, and current at the time of contracting.

839 Scrutinized Companies. Pursuant to Florida Statute Sec. 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Syria or Cuba.

840 E-Verify

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches.

Should Vendor become the successful Contractor awarded these services, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Town for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2022.

WITNESSES:

CONSULTANT:

KIMELY-HORN & ASSOCIATES, INC.

By:

Gary Ratay, PE, Principal

___ day of _____ 2022

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By:

Steve Breitreuz, Mayor

___ day of _____ 2022

WITNESSES:

By:

Andrew D. Berns, Town Administrator

___ day of _____ 2022

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.197.01

HOURLY BILLING RATES FOR TASK ORDERS

Town of Southwest Ranches

Continuing Architect and/or Engineering Consulting Services (RFQu 22-013)

PRIME CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

<u>CATEGORY</u>	<u>HOURLY RATE</u>
PRINCIPAL	\$250.00
SENIOR PROFESSIONAL ENGINEER	\$225.00
PROJECT MANAGER	\$205.00
PROJECT ENGINEER	\$175.00
ENGINEER	\$150.00
ENGINEERING INTERN	\$135.00
SENIOR LANDSCAPE ARCHITECT	\$180.00
PROJECT LANDSCAPE ARCHITECT	\$150.00
LANDSCAPE ARCHITECT	\$130.00
SENIOR ENVIRONMENTAL	\$185.00
ENVIRONMENTAL	\$140.00
SENIOR DESIGNER	\$160.00
CAD TECHNICIAN	\$125.00
INSPECTOR	\$115.00
ADMINISTRATIVE/CLERICAL	\$80.00

SUBCONSULTANT

<u>CATEGORY</u>	<u>HOURLY RATE</u>
WALTERS ZACKRIA ASSOCIATES - ARCHITECTURAL SERVICES	
PRINCIPAL ARCHITECT	\$295.00
REGISTERED ARCHITECT	\$225.00
PROJECT MANAGER 1	\$200.00
PROJECT MANAGER 2	\$170.00
PROJECT MANAGER 3 / SITE INSPECTOR	\$140.00
CAD OPERATOR LEVEL 1	\$125.00
ADMINISTRATIVE	\$110.00

SUBCONSULTANT

<u>CATEGORY</u>	<u>HOURLY RATE</u>
STONER & ASSOCIATES - SURVEY AND MAPPING SERVICES	
PRINCIPAL	\$160.00
SENIOR PROFESSIONAL LAND SURVEYOR	\$140.00
PROFESSIONAL LAND SURVEYOR/PM	\$125.00
FIELD CREW SUPERVISOR	\$80.00
SURVEY CREW	\$160.00
SURVEY/CAD TECHNICIAN	\$80.00
ADMINISTRATIVE/CLERICAL	\$75.00

SUBCONSULTANT

CATEGORY HOURLY RATE

SMITH ENGINEERING CONSULTANTS – ELECTRICAL AND MECHANICAL ENGINEERING

PRINCIPAL	\$205.00
ENGINEER	\$175.00
ASSISTANT ENGINEER	\$135.00
CADD DESIGNER	\$ 95.00
CLERICAL	\$ 70.00
EXPERT WITNESS	\$ 350.00

CATEGORY HOURLY RATE

H2R - GEOTECHNICAL ENGINEERING / INSPECTIONS

CHIEF ENGINEER	\$236.00
SENIOR ENGINEER	\$184.00
ENGINEER	\$132.00
ENGINEER IN TRAINING	\$100.00
SENIOR ENGINEERING TECHNICIAN	\$95.00
ENGINEERING TECHNICIAN	\$68.00
CADD TECHNICIAN	\$68.00
ADMINISTRATIVE ASSISTANT	\$76.00

SUBCONSULTANT

<u>CATEGORY</u>	<u>HOURLY RATE</u>
------------------------	---------------------------

TIERRA - GEOTECHNICAL ENGINEERING / INSPECTIONS

PRINCIPAL ENGINEER	\$250.00
SENIOR ENGINEER	\$175.00
ENGINEER	\$150.00
STAFF ENGINEER	\$125.00
SENIOR ENGINEERING TECHNICIAN	\$95.00
ENGINEERING TECHNICIAN	\$80.00
DRAFTER/CADD	\$95.00

FIELD INVESTIGATION (MOBILIZATION OF MEN AND EQUIPMENT)

I. SOIL TESTING

1. Field Density Test (five [5] minimum)	\$30.00/test
2. Proctors (Modified/Standard)	\$125.00/test
3. Florida Bearing Value Test	\$45.00/test
4. Limerock Bearing Ratio Test	\$350.00/test
5. Atterberg Limit Test	\$90.00/test
6. Carbonate Content Test	\$150.00/test
7. Organic Content Test	\$50.00/test
8. Corrosion Series	\$250.00/test
9. Soil Observation (On Site)	\$75.00/hr.
10. Natural Sample Moisture Content	\$20.00/test
11. Unit Weight and Moisture Content (Undisturbed Sample)	\$50.00/test

II. CONCRETE & MASONRY MATERIALS

1. Concrete Compression test (Min. four [4] cylinders per trip) Prepare cylinders & slump test on site, and deliver to lab	\$160.00/set
2. Additional Concrete cylinders	\$20.00/cyl.

3. Concrete Compression test only [delivered to lab]	\$20.00/cyl.
4. Slump test	\$20.00/ea.
5. Air Content Test	\$25.00/ea.
6. Stand-by	\$75.00/hr.
7. Grout Prism (Six [6] per set)	
- Includes preparation of Prism on site	\$90.00/set
8. 2" x 2" Mortar Cubes (Six [6] per set)	
- Includes preparation of Cubes on site	\$90.00/set
9. Additional Mortar cubes	\$20.00/ea.
10. Masonry Units	
A. Compressive Strength	\$90.00/unit
B. Absorption	\$60.00/unit
11. Concrete Cores (Min. 3);	
Secure, trim & test	\$250.00/core
Testing of core [delivered to lab (Incl. Trim)]	\$150.00/core
12. Swiss Hammer Testing	\$95.00/hr.
13. Windsor Probe Test (Min. 3 shots)	\$160.00/test
14. Additional Windsor Probe Tests	\$100.00/test
III. AGGREGATE TESTING	
1. Grain size determination:	
A. Full grain size (8 sieves)	\$80.00/test
B. Wash through (#200)	\$50.00/test
2. Sieve Analysis – Course Aggregate	\$50.00/test
3. Specific Gravity & Absorption of Fine or Coarse Aggregate	\$80.00/test
IV. ASPHALT TESTING	
1. Asphalt Cores (obtaining core samples)	\$200.00/ea*.
2. Asphalt Extraction & Gradation	\$165.00/ea.
3. Asphalt Density and Thickness	\$30.00/ea.

4. Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows)	\$150.00/ea.
5. Coring Machine plus Generator Rental	\$450.00/trip
6. Superpave Resolution Testing	
A. Gyrotory Compaction, bulk specific gravity	\$185.00/ea.
B. Rice Testing	\$125.00/ea.
V. INSPECTION SERVICES	
1. Concrete Inspection (field or plant)	\$95.00/hr.
2. Pile Driving Inspection	\$105.00/hr.
3. Pre-Stress Yard Inspection, plus travel time	\$95.00/hr.
4. Steel Inspection	\$95.00/hr.
5. Threshold Inspection	\$105.00/hr.
6. Asphalt Inspection (Plant or Roadway)	\$105.00/hr.
7. PDA (Pile Dynamic Testing Services)	\$3,000.00/test
8. Helical Pile Inspection	\$105.00/hr.
9. Drilled Shaft Logging / Inspection Services	\$105.00/hr.
VI. FIELD EXPLORATIONS / INVESTIGATIONS	
1. Auger Borings	\$14.00/ft.
2. Hand Augers-2 men crew	\$150.00/hr.
3. Standard Penetration Test Borings (Land)	
i. 0' – 50'	\$14.00/ft.
ii. 51' – 100'	\$16.00/ft.
4. Grout-Seal Boreholes (Land)	
i. 0' – 50'	\$7.00/ft.
ii. 51' – 100'	\$8.00/ft.
5. Casing Allowance (Land)	
i. 0' – 50'	\$8.00/ft.
ii. 51' – 100'	\$10.00/ft.
6. Muck Probing (4 hr. min.) (2-man crew)	\$150.00/hr.
7. Mobilization of drilling equipment to project (Min. Charge)	

- i. Truck mounted equipment (50-mile travel) \$450.00/ea.
 - ii. Truck mounted equipment (100-mile travel) \$500.00/ea.
- VII. MISCELLANEOUS SERVICE
- 1. Foundation Analysis and Recommendation \$Staff
 - 2. Percolation Test \$350.00/test
 - 3. Install Monitoring Well, 25' Depth (per SFWMD Standards) \$50/LF
 - 4. Plug & Abandon Monitoring Well, 25' depth \$150/hour

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
David Kuczenski, *Council Member*

Andrew D. Berns, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/17/2022
SUBJECT: Award of Continuing Contract to Longitude Surveyors, LLC for Land Surveying Services

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

On June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services. These services include:

General Civil Engineering Services; Traffic Engineering Services; Geotechnical Engineering Services; Land Surveying Services; Water Treatment & Well Field Engineering Services; General Environmental Engineering Services; Architectural Services; Landscape Architectural Services; Structural Engineering Services; Electrical Engineering Services; and Mechanical Engineering Services. (Exhibit "A")

On July 27, 2022, the Town received thirteen (13) responses from the following firms:

1. Carnahan, Proctor and Cross, Inc.
2. CPZ Architects, Inc.
3. HP Consultants Inc.
4. Keith and Associates, Inc. dba KEITH
5. Kimley-Horn and Associates, Inc.
6. Longitude Surveyors, LLC
7. Metric Engineering, Inc.
8. Professional Service Industries, Inc.
9. RE Chisholm Architects. Inc.
10. RADISE International, L.C.
11. Saltz Michelson Architects, Inc.
12. Solid Consulting Engineers, Inc.
13. Tierra South Florida, Inc.

Among the thirteen respondents, six (6) listed other services that can be provided utilizing their subcontractors. These firms are:

1. Carnahan, Proctor and Cross, Inc.
 - a. Subcontractors
 - i. Arehna Engineering Inc. -
GEOTECHNICAL ENGINEERING SERVICES
 - ii. BMA Consulting Engineering Inc -
STRUCTURAL ENGINEERING SERVICES
2. CPZ Architects, Inc.
 - a. Subcontractors
 - i. Chen Moore and Associates, Inc. -
GENERAL CIVIL ENGINEERING SERVICES - LANDSCAPE
ARCHITECTURAL SERVICES
 - ii. Terracon Consultants, Inc -
GEOTECHNICAL ENGINEERING SERVICES - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
 - iii. Stoner & Associates Inc. - LAND
SURVEYING SERVICES
 - iv. Muengineers, Inc. - STRUCTURAL
ENGINEERING SERVICES
 - v. CMS Construction Management Services
- COST ESTIMATING
3. Keith and Associates, Inc. dba KEITH
 - a. Subcontractors
 - i. The Chappell Group, Inc - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
4. Kimley-Horn and Associates, Inc.
 - a. Subcontractors
 - i. H2R Corp - GEOTECHNICAL
ENGINEERING SERVICES

- ii. Stoner & Associates Inc. - LAND SURVEYING SERVICES
 - iii. Smith Engineering Consultants, Inc. -MECHANICAL ENGINEERING SERVICES
- 5. Saltz Michelson Architects, Inc.
 - a. Subcontractor
 - i. Keith and Associates, Inc. dba KEITH-GENERAL CIVIL ENGINEERING SERVICES LANDSCAPE ARCHITECTURAL SERVICES
- 6. Solid Consulting Engineers, Inc.
 - a. Subcontractors
 - i. Carnahan, Proctor and Cross, Inc.-LAND SURVEYING SERVICES
 - ii. Azimuth 360 Consulting Group Inc.-GIS/CAD Support
 - iii. Aerial Photography, Inc. - AERIAL PHOTOS

On September 27, 2022, the Town’s Selection and Negotiation Committee recommended that the Town enter into a contract with each of the thirteen *Submitter* for the *List of Services offered in the Bid* and approve vendor subcontractors. This council memorandum addresses the recommendation to award a contract for **Land Surveying Services** to: **Longitude Surveyors, LLC**.

The issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town’s Procurement Code, the State of Florida’s Consultant’s Competitive Negotiation Act, and federal law.

Fiscal Impact/Analysis

Services will be performed on an as-needed basis, for Town Projects. As such projects are identified, it will be brought back to the Town Council for approval prior to the commencement of any work. Major Capital Improvement Projects (CIP) may require additional “procurement.”

Staff Contact:

Venessa Redman, Senior Procurement and Budget Officer
 Rod Ley, P.E., Public Works Director
 Emily Aceti, Community Services Manager
 Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Exhibit A to Council Memo	10/5/2022	Exhibit

Resolution - TA Approved
Exhibit A - RFP
Exhibit B - Agreement
Exhibit B - Hourly Rates

10/5/2022 Resolution
10/5/2022 Exhibit
11/10/2022 Agreement
10/12/2022 Exhibit

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Carnahan, Proctor and Cross, Inc.	Traffic Engineering Services, General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	Arehna Engineering Inc. - Geotechnical Engineering Services Sub BMA Consulting Engineering Inc - Structural Engineering Services
CPZ Architects, Inc.	Architectural Services	Chen Moore and Associates, Inc. - - General Civil Engineering Services - Landscape Architectural Services Terracon Consultants, Inc - - Geotechnical Engineering Services - General Environmental Engineering Services Stoner & Associates Inc. - Land Surveying Services Muengineers, Inc. - Structural Engineering Services CMS Construction Management Services – Cost Estimating
HP Consultants Inc.	Geotechnical Engineering	No Subcontractors
Keith and Associates, Inc. dba KEITH	General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	The Chappell Group, Inc - General Environmental Engineering Services
Kimley-Horn and Associates, Inc.	Traffic Engineering Services, General Civil Engineering Services, General Environmental Engineering Services, Landscape Architectural Services, Structural Engineering Services, Electrical Engineering Services	H2R Corp and Tierra South Florida, Inc. Geotechnical Engineering Services Stoner & Associates Inc. - Land Surveying Services Smith Engineering Consultants, Inc. – Mechanical Engineering Services

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Longitude Surveyors, LLC	Land Surveying	No Subcontractors
Metric Engineering, Inc.	General Environmental Engineering	No Subcontractors
Professional Service Industries, Inc.	Geotechnical Engineering Services, General Environmental Engineering Services, and Construction Materials Testing and Inspection	No Subcontractors
RE Chisholm Architects. Inc.	Architectural	No Subcontractors
RADISE International, L.C.	Geotechnical Engineering	No Subcontractors
Saltz Michelson Architects, Inc.	Architectural	Keith And Associates, Inc. DbA Keith-General Civil Engineering Services Landscape Architectural Services Johnson Structural Grp, Inc.- Structural Engineering Services Bildworx Design, LLC - Mechanical Engineering Services
Solid Consulting Engineers, Inc.	General Civil Engineering Services, Water Treatment & Well Field Engineering Services, Including Construction Inspection and / or Construction Management.	Carnahan, Proctor and Cross, Inc.- LAND SURVEYING SERVICES Azimuth 360 Consulting Group Inc.- GIS/CAD Support, Aerial Photography, Inc. - Aerial Photos
Tierra South Florida, Inc.	Geotechnical Engineering	No Subcontractors

RESOLUTION NO. 2023-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO LONGITUDE SURVEYORS, LLC FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST RELATING TO LAND SURVEYING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services; and

WHEREAS, on September 27, 2022, the Town's Selection and Negotiation Committee recommended that the Town enter into a contract Longitude Surveyors, LLC for Land Surveying Services; and

WHEREAS, services will be completed on an as-needed basis for Town Projects; and

WHEREAS, such services will come back to the Town Council for approval prior to the commencement of any work; and

WHEREAS, the issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town's Procurement Code, the State of Florida's Consultant's Competitive Negotiation Act, and federal law; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Selection and Negotiation Committee's selection of Longitude Surveyors, LLC for Land Surveying Services as

outlined in Longitude Surveyors, LLC. response to the Request for Letters of Interest attached hereto and incorporated herein as Exhibit "A".

Section 3. The Town Council hereby approves awarding a Continuing Contract with Longitude Surveyors, LLC as set for in Composite Exhibit "B", which has been attached hereto and has been incorporated herein by reference.

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "B," and to make such nonmaterial modifications, additions, and/or deletions which are necessary and proper to effectuate the intent of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.160.01

**CONTINUING CONTRACT FOR PROFESSIONAL
SURVEYING SERVICES**

This Continuing Contract for Professional Surveying Services (“Continuing Contract”) is made and entered into this ____ day of _____ 2022, between the Town of Southwest Ranches, Florida, a political subdivision of the State of Florida (“Town”), and, Longitude Surveyors, LLC. a Florida Corporation licensed as an Authorized Professional Surveying Company, with qualifying surveyor, Eduardo M. Suarez, PSM, License No. LB7335, collectively hereinafter referred to as "Surveyor".

WITNESSETH:

RECITALS:

WHEREAS, the Town has provided notice of the desired professional services and pursuant to RFQu 22-013, and adhered to the selection process pursuant to and in accordance with the Consultants’ Competitive Negotiation Act, Fla. Stat. §287.055, as amended from time to time, and the Town’s Procurement Code; and,

WHEREAS, the Town desires to engage the Surveyor to perform certain professional surveying services in accordance with this Continuing Contract, as permitted by the Consultants’ Competitive Negotiation Act; and

WHEREAS, the Surveyor desires to provide such professional engineering services in accordance with this Continuing Contract; and

WHEREAS, the Town represents that it has the authority to engage the Surveyor for the services set forth in RFQu No. 22-013, this Continuing Contract, and as approved by the Town’s Resolution No. _____.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Continuing Contract, it is mutually understood and agreed as follows:

The above Recitals are true and correct and are incorporated herein and made a part of this Continuing Contract.

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

1.1 Standard of Care. All services rendered by Surveyor and its consultants pursuant to this Continuing Contract will be performed in accordance with the standard of professional skill and care required for surveyors and other professionals retained to assist with, from commencement to finish of surveying services of the projects contemplated by this Continuing Contract; provided, however, that no work shall be performed unless and until a written work authorization is executed and the Town has issued a Notice to Proceed as to any of the projects. Surveyor will perform all services consistent with the interests of the Town and in

accordance with the requirements of the State of Florida, including those promulgated by the South Florida Water Management District (“SFWMD”), the Central Broward Water Control District (“CBWCD”), South Broward Drainage District (“SBDD”), the Florida Department of Environmental Protection (“DEP”), the Florida Department of Transportation (“FDOT”), Broward County, Florida, the applicable edition of the Florida Building Code, with Broward County Amendments (“Florida Building Code”) and all other applicable codes, laws, regulations, ordinances, and all other applicable standards that govern the design and construction of projects under this Contract, including those of the Federal Emergency Management Agency (“FEMA”), the U.S. Army Corps of Engineers and the Environmental Protection Agency (“EPA”) as well as those requirements imposed by other governmental authorities having jurisdiction over the Town. Surveyor agrees to timely perform its services so as not to delay the projects under this Contract, time being of the essence, and as set forth in the Notice to Proceed. The projects (“Project” or “Projects”) which may be assigned to Surveyor, and subject of a Notice to Proceed, are those listed in RFQu 22-013, which is incorporated herein by reference.

1.1.1 Points of Contact.

The Town’s Designated Point of Contact (or “Representative”) shall be:

**Mr. Andrew D. Berns, Town Administrator, 954-434-0008,
aberns@southwestranches.org or his designee.**

The Surveyor’s Designated Point of Contact shall be:

**Mr. Eduardo M. Suarez, PSM, 786-202-1753,
marketing@longitudefl.com.**

1.1.2 Licensing and Other Obligations of Surveyor. The Surveyor will provide appropriate documentation to the Town to demonstrate that it and all of its consultants are properly licensed to perform all services relative to this Continuing Contract.

1.1.2.1 A consultant is a person or entity who the Surveyor has retained and who the Surveyor will pay to perform any of the services described in this Continuing Contract. Reasonable funds for such payment have been included as part of Surveyor’s compensation under this Continuing Contract.

1.1.2.2 The Surveyor shall be responsible to the Town for the acts and omissions of its employees, consultants, sub-consultants, subcontractors and their respective employees or persons performing any of the services under this Continuing Contract.

1.1.2.3 The Surveyor shall have the sole obligation and responsibility to select, control and supervise all of its consultants. All subcontractors shall be approved by the Town, and the Surveyor may not contract with anyone with whom the Town has a reasonable objection. Contracts between the Surveyor and the consultants shall require each consultant to be bound to the Surveyor for all obligations and responsibilities which the Surveyor, by this Continuing Contract assumes toward the Town. This provision also applies to substitute consultants hired during this Continuing Contract to replace existing consultants in accordance

with this Continuing Contract. The Surveyor shall retain responsibility for coordination of any consultants engaged by the Surveyor to provide services under this Continuing Contract and will likewise coordinate its services with those consultants retained by the Town. The Town agrees that all communications of the Town with the Surveyor's consultants will be made through the Surveyor's Representative unless such consultants have also been retained by the Town.

1.1.2.4 The Surveyor and its consultants will perform, without expense to the Town, such services as may be required to correct or remedy any negligent act, error or omission of the Surveyor or its consultants.

1.1.2.5 The Surveyor shall be responsible to the Town for the acts and omissions of its employees, consultants, sub-consultants, subcontractors and their respective employees or persons performing any of the services under this Agreement.

1.1.2.6 The Surveyor shall have the sole obligation and responsibility to select, control, payment, and supervision of all of its consultants.

1.1.3 Conflicts of Interest. The SURVEYOR shall not engage in any activity, or accept any employment, receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the SURVEYOR's professional judgment with respect to this Continuing Contract.

ARTICLE 2 - TOWN-PROVIDED ITEMS

2.1 The Town's preliminary program requirements sets forth the Town's objectives, known constraints and criteria for the Project. The Town's listing of its preliminary project requirements shall be provided to the Surveyor along with the Notice to Proceed and shall be utilized by the Surveyor to prepare the Project Program.

2.2 The Surveyor shall be entitled to rely on the accuracy and completeness of the information provided by the Town. The Surveyor shall not be held responsible for any errors or omissions that may arise solely as a result of erroneous or incomplete information provided by the Town and/or the Town's consultants, provided, however, this does not relieve the Surveyor of its obligation to report any observed error or inconsistency with the intent of the Project Program.

2.3 The TOWN shall provide SURVEYOR with accurate and complete information. No information derived from the TOWN shall relieve the SURVEYOR from any risk or from fulfilling all terms of the Contract. The SURVEYOR shall be responsible for any additional investigations required to fulfill all the terms of the Contract.

2.4 Service Authorization Forms. For all services covered under this Continuing Contract, Surveyor shall be required to obtain a written Notice to Proceed, signed by the Town Administrator in advance of providing any such services to the Town. The Notice to Proceed shall specify in detail the nature of the services requested, the not to exceed cost to the Town for same (with actual cost to be fully substantiated by Surveyor upon completion), and the time frame for completion. All services performed by Surveyor without a written authorization from the Town shall be performed at Surveyor's sole cost and expense.

ARTICLE 3 - FEES

3.1 Subject to the Town's issuance of a Notice to Proceed and individual written work orders, the Town shall pay the Surveyor the total compensation for the Project(s), in accordance with the total fee indicated in a Project fee schedule executed by both the Town and Surveyor, and which will be developed based upon the approved Rate and Fee Schedule. Surveyor's total compensation includes all fees, costs and expenses that may be incurred by the Surveyor to complete the design and construction administration of the Project, including, but not limited to, all professional services provided by or through the Surveyor, drawings, calculations and other documents, travel expenses and all other costs or expenses, for or related to the Project, as well as the time for performance. A Notice to Proceed shall not be issued by the Town until a Project fee schedule has been fully executed. Additionally, Surveyor shall not perform any services without individual written work orders which may be required to be provided by the Town Administrator, and in accordance with this Continuing Contract. Hourly rates for Surveyor's consultants shall also be in accordance with the Rate and Fee Schedule.

3.2 Payment on account of services rendered, shall be made monthly, based on the percentage of completion of the Project, upon presentation of the Surveyor's invoice for same, along with a partial waiver and release from Surveyor indicating a release of all claims, including, but not limited to, equitable liens, through the last date of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the Town, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the Town to the Surveyor describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the Surveyor's Total Compensation shall be made within twenty (20) days of invoice receipt or as otherwise provided by Section 218.735(9), Florida Statute.

3.4 Payments due the Surveyor which remain unpaid for twenty (20) days after the invoice receipt and that have not been rejected (meet contract requirements), shall bear interest at the statutory rate of 2% as provided by Section 218.74(9), Florida Statute.

3.5 Payment for the Surveyor's services will be made in accordance with the Local Government Prompt Payment Act Section 218.73, Florida Statutes.

3.6 Purchasing Card (PCARD) Acceptance: The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD), provided that the fee for use of such service does not exceed three percent (3%) of the invoice amount. No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the Surveyor, or the Surveyor's consultants, may only be accomplished after execution of this Continuing Contract, without invalidating the Continuing Contract, by mutual agreement and execution of a written Change Order. Surveyor assumes all risks and responsibilities for performing all services on behalf of the Town for the amount determined in accordance with Article 3. The Town shall not be liable for any cost increases that may arise during the performance of services. Any adjustments to the services must be by written Change Order issued in accordance with the terms and conditions of this Continuing Contract. To the extent that Surveyor proceeds to perform additional services in excess of those services described in an executed Notice to Proceed that has been signed by the Town Administrator without an executed written Change Order issued in accordance with this Continuing Contract, such services shall be at Surveyor's own risk at no charge to Town.

ARTICLE 5 - OWNERSHIP OF DOCUMENTS

5.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the Surveyor and the Surveyor's consultants are Instruments of Service. The Surveyor and the Surveyor's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Town shall have the right to use the Instruments of Service. The Town's right of use in accordance with this Paragraph specifically authorizes the Town to utilize the Instruments of Service to complete the Project as well as to perform alterations, repair, and additions to the Project. This right of use applies even if this Agreement is terminated. In that event, the Town will be entitled to continue to utilize the Instruments of Service and shall have the unrestricted right to use, reproduce and to make derivative works of the Instruments of Service to complete the Project as long as the Town has paid Surveyor for all fees associated only with the preparation of the Instruments of Service in accordance with this Continuing Contract. Should this Continuing Contract be terminated, Surveyor and its consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract. However, the Town will, through an irrevocable, perpetual, royalty-free license, have the exclusive right to use the Instruments of Service, without restriction or limitation, to construct the buildings and improvements relative to this Project as well as repair, maintain or construct future additions to the Project. Upon the Town's request, the Surveyor and its consultants will furnish to the Town, copies, including reproducible copies, electronic data and computer files of the Drawings and Specifications and other Instruments of Service.

5.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Town's or Surveyor's rights.

5.3 Surveyor represents and warrants to Town that it is the owner of all Instruments of Service prepared by itself and has the sole authority to grant Town use provisions of these Instruments of Service in accordance with this Agreement. With respect to Instruments of Service for the Project owned by Surveyor's consultants, Surveyor, in its agreement with such consultants

to provide services for this Project, shall cause such consultants to grant to the Town the same use provisions as are included herein

ARTICLE 6 - TERM OF CONTRACT

6.1 The continuing contract for professional CONTINUING CONTRACT services shall have a term of five (5) years, with an option for five (5) one (1) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the Town Administrator.

ARTICLE 7 - TERMINATION BY SURVEYOR

7.1 If the Town fails to make payment for services not in or related to a dispute, for more than 60 days after such payment is due or otherwise materially defaults under the terms of this Continuing Contract, the Surveyor, provided it is not in default, may, after 30 days written notice to the Town of such default, terminate the Continuing Contract.

ARTICLE 8 - TERMINATION BY TOWN

8.1 Termination for Convenience. This Continuing Contract may be terminated by the Town for convenience upon at least thirty days' written notice to the Surveyor. Under such conditions, Surveyor will only be entitled to receive compensation for services rendered that are specifically within the services for which the Town Administrator has, in writing, authorized Surveyor to proceed and only up through the date that is no later than thirty days after the date written notice for such termination for convenience is issued by the Town to Surveyor. Surveyor will also be able to recover its direct, actual, and reasonable expenses that are directly attributed to the termination for convenience. Upon receipt of a notice of termination for convenience by the Town, the Surveyor will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due Surveyor from the Town pursuant to this Paragraph.

8.2 Default by Surveyor. In addition to defaults resulting from the Surveyor's failure to strictly comply with any term, condition, or agreement set forth herein, the Surveyor shall be in default under this Continuing Contract if:

A. The Surveyor ceases to carry the insurance required hereunder or the insurance is cancelled.

B. A default should occur in the performance of any consultant or engineer employed by the Surveyor and not corrected by Surveyor or another replacement consultant or engineer employed by Surveyor within ten (10) days after notice from the Town.

C. The Surveyor fails to maintain all permit-related documents and make such documents available to the Town upon reasonable request.

D. The Surveyor fails to timely (30 days) pay any consultant employed by the Surveyor. Notwithstanding the foregoing, Surveyor shall have the right to contest disputed invoices in good faith, without being in default of this Continuing Contract, but will bond off or

cause to be satisfied of record any liens that may be recorded erroneously in connection therewith within ten (10) days of the date of recording of such lien.

E. The Surveyor fails to correct any error or material inconsistency in its or its consultants Drawings and Specifications or other Instruments of Service within ten (10) days after such error or material inconsistency is reported to the Surveyor.

F. The Surveyor fails to perform its obligations under this Continuing Contract in a timely and expeditious manner within ten (10) days after notice from the Town.

The Surveyor fails, within a reasonable period of time, to approve or comment on any shop drawing, sample or other submittal, or fails to provide adequate basis for rejection of any of the same.

8.3 Town's Compensation for Default by Surveyor. In the event of termination due to the fault of the Surveyor under this Continuing Contract, the Town shall be compensated for all reasonable costs and expenses including reasonable attorneys' fees and costs incurred in connection with replacing the Surveyor hereunder, in reviewing, analyzing, or enforcing the Town's rights hereunder or in connection with a replacement surveyor and the completion of the Surveyor's services hereunder. This is not intended to limit the Town's rights or ability to recover damages in the event of a breach by the Surveyor under this Continuing Contract. Additionally, the Town shall have the right to use the Surveyor's Drawings, Specifications, and other Instruments of Service in the event of a default by the Surveyor, regardless of the payment status for such Instruments of Service.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 Governing Law, Jurisdiction, Venue and Attorney's Fees. In the event of any action, litigation, or proceedings of any type regarding or relating to performance of this Continuing Contract, the prevailing party shall be entitled to recover its reasonable costs, expert's fees and attorney's fees at all hearings, trials, bankruptcy, and appellate levels. All disputes pursuant to this Continuing Contract shall be first subject to mediation in Broward County with a mutually agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional engineering services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation shall be filed in a court of competent jurisdiction and the sole and exclusive venue shall be in Broward County, Florida. This Continuing Contract shall be governed by the laws of the State of Florida. Mediation shall be conducted within sixty (60) days of either Party's written request. The parties shall share, 50/50, the cost of the mediator.

9.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, SURVEYOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS CONTINUING CONTRACT.

9.3 Insurance Coverages and Minimum Amounts. Surveyor shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at least one (1) year beyond its completion a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

9.3.1 Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

9.3.2 Worker's Compensation and Employer's Liability Insurance for all employees of the Surveyor engaged in services under the Contract in accordance with the laws of the State of Florida. Surveyor hereby agrees to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

9.3.3 (Comprehensive) Commercial General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage at \$2,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability annual aggregate.

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and
- (7) Explosion, collapse, underground coverage (X-C-U)

9.3.4 Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Surveyor in the performance of services pursuant to this Contract with the following minimum limits of liability: \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

9.3.5 Aggregate Limits. Annual aggregates for Professional Liability shall be \$1,000,000, and for Commercial General Liability shall be \$2,000,000. ***All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated “A-” or better per A.M. Best’s Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

All notifications shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Surveyor is required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town’s insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding.

9.4 Indemnification. To the fullest extent permitted by Florida Statutes, Section 725.08, Surveyor shall indemnify, hold harmless the Town, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, arising out of or resulting from the negligence, recklessness or intentional wrongful conduct of the Surveyor or its subcontractors, agents, officers, employees or independent contractors pursuant to the Continuing Contract, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the Surveyor and/or its subcontractors, agents, or employees in the performance of the operations or services under the Continuing Contract.

9.4.1 Errors and Omissions: The Surveyor to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance, and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time period and specified cost. The Surveyor shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient Surveyor with respect to the disciplines required for the performance of the Work in the State of Florida. The Surveyor is responsible for and represents that the Work conforms to Town’s requirements as set forth in this Agreement. The Surveyor shall be and remain liable to the Town for all damages to the Town caused by the Surveyor’s negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the Town may have, the Surveyor shall, at its expense, re-perform the services to correct any deficiencies, which result from the Surveyor’s failure to perform in accordance with the above standards. The Town shall notify the Surveyor in writing of any

deficiencies and shall approve the method and timing of the corrections. Neither the Town's inspection, review, approval, or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the Surveyor or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the Town's rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The Surveyor and its sub-consultants and Subcontractors shall be and remain liable to the Town in accordance with applicable law for all damages to Town caused by any failure of the Surveyor or its sub-consultants and Subcontractors to comply with the terms and conditions of this Agreement or by the Surveyor's or Sub-consultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors, or omissions in the performance of this Agreement. With respect to the performance of Work by sub consultants and Subcontractors, the Surveyor shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

9.5 Patent And Copyright Indemnification. Surveyor agrees to indemnify, defend, save, and hold harmless the Town, its officers, agents, and employees, from all claims, damages, losses, liabilities, and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other such work in connection with the performance of the Continuing Contract.

9.6 Successors and Assigns. This Continuing Contract is binding upon the parties hereto, their successors and assigns and replaces, provided, however, neither party shall assign or transfer any interest in this Continuing Contract without the written consent of the other party.

9.7 No Damage For Delays By Town. Surveyor's sole remedy for any (i) delay in the commencement, prosecution, or completion of its services, (ii) hindrance or obstruction in performance of its services, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this subparagraph as "delays"), whether or not such delays are foreseeable, shall be non-compensable. The Town shall act reasonably in granting extensions of time to the Surveyor. All extensions to the time for performance shall be authorized only by written Change Order executed by the Town and Surveyor. In no event shall the Surveyor be entitled to any other compensation or recovery of any damages under or pursuant to this subparagraph in connection with any delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.

9.8 Audit and Inspection Rights and Retention of Records by Surveyor. The Town shall have the right to audit the books, records and accounts of Surveyor that are related to this Continuing Contract. Surveyor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Continuing Contract. Surveyor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Continuing Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination or expiration of this Continuing Contract, unless Surveyor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Surveyor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3)

years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Surveyor's records, Surveyor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Surveyor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Surveyor shall respond to the reasonable inquiries of successor surveyors, if any, and allow successor surveyors to receive working papers relating to matters of continuing significance. In addition, Surveyor shall provide a complete copy of all working papers including electronic files to the Town, prior to final payment by the Town under this Continuing Contract.

9.9 Performance During Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute noticed in writing between the Town and the Surveyor, the Surveyor and, if applicable, its consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms of this Continuing Contract so long as the Surveyor receives payment for the matter(s) not in dispute.

9.10 Town's Review of Documents. Review and approval of documents or submittals by the Town shall be for general design compliance and approval of such submittals shall not relieve the Surveyor of any responsibility or liability hereunder.

9.11 Entire Agreement. This Continuing Contract is deemed effective only upon execution by both parties. Additionally, this written Continuing Contract represents the entire and integrated agreement between the Town and the Surveyor and supersedes all prior negotiations or agreements, either written or oral. This Continuing Contract may be amended only if agreed to by both parties, in writing. Pursuant to Florida Statutes, Section 287.055, this Continuing Contract may be terminated in accordance with Sections 7 and 8 hereof.

9.12 Invalid Provisions. Any term or provision of this Continuing Contract found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this Continuing Contract shall remain in full force and effect.

9.13 Non-Discrimination. During the performance of this contract, the Surveyor agrees to remain in full compliance with State and Federal laws pertaining to the hiring and firing of all employees including, but not limited as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor in all solicitations will ensure that all applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(4) The contractor will include the portion of the sentence immediately preceding paragraph (1) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by equal opportunity with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with

respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

9.14 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9.15 Access to Records. The following access to records requirements applies to this contract:

(1) The Surveyor agrees to provide Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Town and the Surveyor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9.16 Sovereign Immunity. Nothing in this Continuing Contract is intended nor shall it be construed or interpreted to waive or modify the Town's Sovereign Immunity defense or any other of the Town's immunities and limitations on liability as provided for in Florida law and statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

9.17 No Third Party Beneficiaries. This Continuing Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Continuing Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

9.18 Funding. The obligation of Town for payment to Surveyor for services is limited by Florida law to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

9.19 Manner of Performance. Surveyor agrees to perform its services in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules,

ordinances, regulations, and codes. Surveyor agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Surveyor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Surveyor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Continuing Contract. Failure of Surveyor to comply with this paragraph shall constitute a material breach of this Continuing Contract.

9.20 Public Records. The Town is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists, and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Surveyor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law. Surveyor's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Continuing Contract by Town.

9.21 Public Entity Crimes. In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with Town, may not be awarded or perform services as a surveyor, contractor, supplier, or subcontractor, under a contract with Town, and may not conduct business with Town for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by Surveyor shall result in Town's immediate termination of this Continuing Contract.

9.22 Changes and Modification of Continuing Contract. Town and Surveyor may request changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Continuing Contract. Such changes only become part of this Continuing Contract and increase, decrease or otherwise modify the services under this Continuing Contract if evidenced by a written Change Order executed by Town and Surveyor, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

9.23 False Claims. The Surveyor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9.24 No Waiver of Rights. Neither the Town's review, approval or payment for any of the services required under this Continuing Contract shall be construed to operate as a waiver of any of Town's rights under this Continuing Contract or of any causes of action arising out of Surveyor's performance of the services under this Continuing Contract, and Surveyor shall be and remain liable to the Town for all damages to the Town caused by the Surveyor's negligent or improper performance of any of the services furnished under this Continuing Contract, irrespective

of the Town’s review, approval or payment for any of the services under this Continuing Contract. The rights and remedies of the Town provided for under this Continuing Contract are in addition to all other rights and remedies provided to Town by law.

9.25 Gender. Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

9.26 Time is of the Essence. Time is of the essence for all of Surveyor’s obligations under this Continuing Contract.

9.27 Days. The terms “days” as referenced in this Continuing Contract shall mean consecutive calendar days, unless specifically stated to be “work days.”

9.28 Equal Opportunity Employment.

A. Surveyor will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, religion, gender, color, or national origin. Such action must include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Surveyor shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause included in section 9.13 of this Continuing Contract.

B. Surveyor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulations (41 CFR Part 60).

C. Surveyor shall comply with Copeland Anti-Kickback Act (18USC 874), as supplemented in Department of Labor Regulations (29 CFR Part 3).

D. Surveyor shall comply with the Contract Work Hours and Safety Standards Act (40 US 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

9.29 Notice. Notices shall be given by Certified Mail (RRR), recognized overnight delivery service with tracking receipt, or hand delivery or courier with signed receipt. Notices shall be given to the following addresses:

AS TO TOWN:
Andrew D. Berns
Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

AS TO SURVEYOR:
Eduardo M. Suarez, PSM
7769 NW 48 Street, Ste 375
Doral, Florida 33166

With a copy to the Town Attorney:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

9.30 Independent Contractor. Surveyor is an independent contractor of Town under this Continuing Contract. In providing services, neither Surveyor nor its agents shall act as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the services rendered under this Continuing Contract shall be exclusively and solely those of Surveyor. This Continuing Contract shall not constitute or make the Town and Surveyor a partnership or joint venture.

9.31 Conflicts. Neither Surveyor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Surveyor's loyal and conscientious exercise of judgment related to its performance under this Continuing Contract.

A. Surveyor agrees that none of its officers or employees shall, during the term of this Continuing Contract, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Surveyor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Surveyor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

B. In the event Surveyor is permitted to utilize consultants or subcontractors to perform any services required by this Continuing Contract, Surveyor agrees to prohibit such consultants or subcontractors, by written contract, from having any conflicts within the meaning of this Section.

9.32 Contingency Fee. Surveyor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Surveyor, to solicit or secure this Continuing Contract 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 Surveyor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Continuing Contract. For a breach or violation of this provision, Town shall have the right to terminate this Continuing Contract without liability and, at its discretion, to deduct from the Continuing Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.33 Materiality and Waiver of Breach. Town and Surveyor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Continuing Contract and, therefore, is a material term hereof. Town's failure to enforce any

provision of this Continuing Contract shall not be deemed a waiver of such provision or modification of this Continuing Contract. A waiver of any breach of a provision of this Continuing Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

9.34 Joint Preparation. The Town and Surveyor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Continuing Contract has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9.35 Drug-Free Workplace. Surveyor shall maintain a drug-free workplace.

9.36 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Continuing Contract.

9.37 Binding Authority. Each person signing this Continuing Contract on behalf of either party individually warrants that he or she has full legal power to execute this Continuing Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Continuing Contract.

9.38 Truth-in-Negotiation Certificate. Signature of this Continuing Contract by Surveyor 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 Continuing Contract are accurate, complete, and current at the time of contracting.

9.39 Scrutinized Companies. Pursuant to Florida Statute Sec. 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Syria or Cuba.

9.40 E-Verify

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches.

Should Vendor become the successful Contractor awarded these services, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Town for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Continuing Contract on the respective dates under each signature: Longitude Surveyors, LLC. and the Town of Southwest Ranches, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2022.

WITNESSES:

SURVEYOR:

LONGITUDE SURVEYORS, LLC.

By: _____
Eduardo M. Suarez, PSM, Principal
____ day of _____ 2022

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor
____ day of _____ 2022

WITNESSES:

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2022

ATTEST:

Russell Muñiz, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, J.D, Town Attorney
1001.199.01

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LONGITUDE SURVEYORS, LLC - Rate Schedule

Survey, Mapping and GIS Services (Hourly Rate)	Rate
Principal-in-Charge	\$175.00
Project Manager	\$135.00
Project Surveyor & Mapper	\$120.00
Survey & Mapping Computer Technician	\$90.00
GIS Analyst	\$85.50
GIS Technician	\$57.00
Survey Field Crew Coordinator/Supervisor	\$85.50
Survey Crew Chief	\$59.85
Survey Crew Instrument Person / RTK Rover Data Collection Person	\$50.00
Survey Crew Rod Person / GIS Data Collection Person	\$35.00
Survey Crew (Party of Two) Conventional	\$120.00
Survey Crew (Party of Three) Conventional	\$150.00
Survey Crew (Party of Four) Conventional	\$180.00
Survey Crew (Party of Two) Conventional & GPS	\$160.00
Survey Crew (Party of Three) Conventional & GPS	\$190.00
Survey Crew (Party of Four) Conventional & GPS	\$220.00
Survey Crew (Party of Two) Conventional, GPS & HD Scan	\$225.00
Survey Crew (Party of Three) Conventional, GPS, & HD Scan	\$250.00
Survey Crew (Party of Four) Convectional, GPS & HD Scan	\$275.00
Global Positioning System (GPS) Surveying & Mapping (Hourly Rate)	Rate
Survey Grade (Single) with RTK GPS Rover Collector	\$75.00
Survey Grade (Party of Two) with RTK GPS Rover Collectors	\$140.00
Survey Grade (Party of Three) with RTK GPS Rover Collectors	\$175.00
Survey Grade (Party of Four) with RTK GPS Rover Collectors	\$190.00
GIS Grade (Single) with 1 GPS Unit	\$100.00
GIS Grade (Party of Two) w/2 GPS Units	\$130.00
GIS Grade (Party of Three) w/ 3 GPS Units	\$150.00
GIS Grade (Party of Four) w/4 GPS Units	\$75.00
Aerial Imagery	Rate
Lidar (See GPI subconsultant cost Per Scope Services)	
Photogrammetric/Drone Flight Only	\$135.00

Underground Services	Rate
Designating Services - 2 Men Crew - per hour	\$214.95
Designating Services - 3 Men Crew - per hour	\$266.10
Ground Penetrating Radar - 2 Men Crew	\$248.87
Ground Penetrating Radar - 3 Men Crew	\$300.00
Vac Truck (Test Holes) - 2 Men Crew	\$300.00
Vac Truck (Test Holes) - 3 Men Crew	\$350.00
Test Holes: Soft Surface - Non-Pavement per Test Hole	\$360.00
Test Holes: Hard Surface - Non-Travel Lane, per Test Hole	\$390.00
Test Holes: Hard Surface - Travel Lane, per Test Hole	\$550.00
USL (Utility Service Location) - 1 man crew	\$100.00
Chief Utility Coordinator	\$140.00
Senior Utility Coordinator	\$110.00
SUE CAD Manager	\$142.50
SUE Clerical	\$75.00
MOT Plans (Per Scope Services)	\$200.00
Hydrographic Surveys	Rate
Survey Boat 16 ft. or Less (Daily)	\$400.00
Survey Boat 17 ft. and up (Open Water V Hull) (Daily)	\$600.00
Boat Operator - per hour	\$70.00
Hydrographic Survey Crew (Party of 2) - per hour (field data collection)	\$160.00
Hydrographic Survey Crew (Party of 3) - per hour (field data collection)	\$200.00
Dive Crew (Party of 2) - per hour	\$180.00
Aerial Imagery	Rate
Acquisition fees. Note: Includes aircraft, labor and sensor.	
Fixed Wing, Take Off to Landing (Digital) (Per Hour)	\$1,450.00
Aerial Triangulation (Per Exposure)	\$103.00
Digital Ortho Aerial Imagery (Per Square mile)	Rate
Color	
.025 ft pixel +/- 1 ft positional accuracy	\$933.50
0.25 ft pixel resampled to 1 ft pixel Imagery	\$7.50
0.5 ft pixel +/- 1 ft positional accuracy	\$564.00
1 ft pixel +/- 2 ft positional accuracy	\$196.00
1 ft pixel +/- 5 ft positional accuracy	\$54.00
Color Infrared	
0.25 ft pixel resampled to 1 ft pixel Imagery	\$7.50
1 ft pixel +/- 2 ft positional accuracy	\$196.00

1 ft pixel +/- 5 ft positional accuracy	\$56.00
Color Infrared ordered and processed at the same time as the color	
0.25 ft pixel resampled to 1 ft pixel Imagery	\$7.50
1 ft pixel +/- 2 ft positional accuracy	\$190.00
1 ft pixel +/- 5 ft positional accuracy	\$29.00
Aerial LiDAR	
Unit Fees for Aerial LiDAR Mission Planning	Rate
Mission Planning (Per Square Mile)	\$685.00
Unit Fees for Aerial LiDAR Acquisition	Rate
Full Day	\$21,850.00
Partial Day	\$13,650.00
Unit Fees for Aerial LiDAR Mission Data processing	Rate
Aerial LiDAR Data Processing-Transformation/Adjust (Per Square mile)	\$949.50
Aerial LiDAR Survey (Each)	\$1,258.00
Aerial LiDAR Mission Digital Imagery Processing (Per Square mile)	\$420.00
Aerial LiDAR Point Cloud Classification (Per Square mile)	\$2,894.00
Mobile LiDAR	
Unit Fees for Mobile LiDAR Mission Planning	Rate
Mobile LiDAR Mission Planning (Per Scan mile)	\$342.00
Unit Fees for Mobile LiDAR Mission Data processing	Rate
Mobile LiDAR Data Processing-Transformation/Adjust (Per Scan mile)	\$482.00
Mobile LiDAR Survey Report (Per Scan mile)	\$1,258.00
Mobile LiDAR Mission Digital Imagery Processing (Per Scan mile)	\$212.00
Mobile LiDAR Point Cloud Classification - Rural (Per Corridor Mile)	\$844.00
Mobile LiDAR Point Cloud Classification - Urban (Per Corridor Mile)	\$1,447.00
Mobile LiDAR Specific Surface Reporting (Each)	\$1,812.00
Unit Fees for Mobile LiDAR Topographic (3D) and Planimetric (2D) Mapping	Rate
Data Extraction (Per Corridor Mile)	
2-Lane (Per direction of travel)	\$2,718.00
3-Lane (Per direction of travel)	\$3,624.00
4-Lane (Per direction of travel)	\$5,437.00
5-Lane (Per direction of travel)	\$7,249.00
6-Lane (Per direction of travel)	\$9,062.00
Moderate / Suburban Roadway	
2-Lane (Per direction of travel)	\$2,174.00
3-Lane (Per direction of travel)	\$2,900.00
4-Lane (Per direction of travel)	\$4,349.00
5-Lane (Per direction of travel)	\$5,799.00

6-Lane (Per direction of travel)	\$7,249.00
1-Lane Ramp	\$1,528.00
2-Lane Ramp	\$2,038.00
3-Lane Ramp	\$3,058.00
Rural Roadway	
2-Lane (Rural with no turn lane(s))	\$1,528.00
2-Lane (Rural with turn lane(s))	\$2,038.00
Data Editing	
Dense Urban Roadway	
2-Lane (Per direction of travel)	\$225.00
3-Lane (Per direction of travel)	\$340.00
4-Lane (Per direction of travel)	\$566.00
5-Lane (Per direction of travel)	\$793.00
6-Lane (Per direction of travel)	\$906.00
Moderate / Suburban Roadway	
2-Lane (Per direction of travel)	\$225.00
3-Lane (Per direction of travel)	\$340.00
4-Lane (Per direction of travel)	\$566.00
5-Lane (Per direction of travel)	\$793.00
6-Lane (Per direction of travel)	\$906.00
1-Lane Ramp	\$340.00
2-Lane Ramp	\$452.00
3-Lane Ramp	\$566.00
Rural Roadway	
2-Lane (Rural with no turn lane(s))	\$340.00
2-Lane (Rural with turn lane(s))	\$452.00
Data Merging from other sources	
Mobile LiDAR Data Merging	\$2,831.00
Unit fees for Photogrammetric Mapping Services	
For a full 3D Survey Deliverable, combine 2D and 3D (Per Acre pricing below). Note: These fees do not include ground control, acquisition, image processing, aerial triangulation, field surveys and/or reports that are identified under other categories on this rate sheet.	
Dense Urban / Airport Topo features	Rate
2D Digitized Planimetric Features (1" = 100 ft scale)	\$82.00
2D Digitized Planimetric Features (1" = 40 ft scale)	\$99.50
3D Surface Mapping (+/- 0.5ft vertical accuracy)	\$150.00
3D Surface Mapping (+/- 0.25ft vertical accuracy)	\$200.00
Moderate Urban / Suburban Topo features	Rate
2D Digitized Planimetric Features (1" = 100 ft scale)	\$66.50

2D Digitized Planimetric Features (1" = 40 ft scale)	\$80.00
3D Surface Mapping (+/- 0.5ft vertical accuracy)	\$125.00
3D Surface Mapping (+/- 0.25ft vertical accuracy)	\$175.00
Rural topo features	Rate
2D Digitized Planimetric Features (1" = 100 ft scale)	\$45.50
2D Digitized Planimetric Features (1" = 40 ft scale)	\$54.50
3D Surface Mapping (+/- 0.5ft vertical accuracy)	\$100.00
3D Surface Mapping (+/- 0.25ft vertical accuracy)	\$150.00
TERRAQUATIC SURVEYING & MAPPING	
Hydrographic Surveys - Additional Services (Specialty)	Rate
Multibeam Sonar with Hydrographic Crew (Daily)	\$2,990.00
Side Scan Sonar with Hydrographic Crew (Daily)	\$2,390.00
Manometer with Hydrographic Crew (Daily)	\$2,250.00
Dive Crew (Party of 2) - per hour	\$185.00
Drafting and Charting - per hour	\$90.00
Data processing - per hour	\$95.00
*** All daily rates are based on an 8 hour day	
BARRICADES	
MAINTENANCE OF TRAFFIC (MOT) with Rate	Rate
Arrow Boards	\$12.00 each/per day
Signs	\$0.45 each/per day
Cones	\$0.25 each/per day
Type III Barricades	\$0.65 each/per day
LCD's	\$0.85 each/per day
Flagger	\$35.00 per hour
Attenuator Trailer w/driver	\$650 per 8 hour shift
Message Boards	\$30.00 each/per day

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
David Kuczenski, *Council Member*

Andrew D. Berns, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/17/2022
SUBJECT: Award of Continuing Contract to Metric Engineering, Inc. for General Environmental Services

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

On June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services. These services include:

General Civil Engineering Services; Traffic Engineering Services; Geotechnical Engineering Services; Land Surveying Services; Water Treatment & Well Field Engineering Services; General Environmental Engineering Services; Architectural Services; Landscape Architectural Services; Structural Engineering Services; Electrical Engineering Services; and Mechanical Engineering Services. (Exhibit "A")

On July 27, 2022, the Town received thirteen (13) responses from the following firms:

1. Carnahan, Proctor and Cross, Inc.
2. CPZ Architects, Inc.
3. HP Consultants Inc.
4. Keith and Associates, Inc. dba KEITH
5. Kimley-Horn and Associates, Inc.
6. Longitude Surveyors, LLC
7. Metric Engineering, Inc.
8. Professional Service Industries, Inc.
9. RE Chisholm Architects. Inc.
10. RADISE International, L.C.
11. Saltz Michelson Architects, Inc.
12. Solid Consulting Engineers, Inc.
13. Tierra South Florida, Inc.

Among the thirteen respondents, six (6) listed other services that can be provided utilizing their subcontractors. These firms are:

1. Carnahan, Proctor and Cross, Inc.
 - a. Subcontractors
 - i. Arehna Engineering Inc. -
GEOTECHNICAL ENGINEERING SERVICES
 - ii. BMA Consulting Engineering Inc -
STRUCTURAL ENGINEERING SERVICES
2. CPZ Architects, Inc.
 - a. Subcontractors
 - i. Chen Moore and Associates, Inc. -
GENERAL CIVIL ENGINEERING SERVICES - LANDSCAPE
ARCHITECTURAL SERVICES
 - ii. Terracon Consultants, Inc -
GEOTECHNICAL ENGINEERING SERVICES - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
 - iii. Stoner & Associates Inc. - LAND
SURVEYING SERVICES
 - iv. Muengineers, Inc. - STRUCTURAL
ENGINEERING SERVICES
 - v. CMS Construction Management Services
- COST ESTIMATING
3. Keith and Associates, Inc. dba KEITH
 - a. Subcontractors
 - i. The Chappell Group, Inc - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
4. Kimley-Horn and Associates, Inc.
 - a. Subcontractors
 - i. H2R Corp - GEOTECHNICAL
ENGINEERING SERVICES
 - ii. Stoner & Associates Inc. - LAND

SURVEYING SERVICES

iii. Smith Engineering Consultants, Inc.

-MECHANICAL ENGINEERING SERVICES

5. Saltz Michelson Architects, Inc.

a. Subcontractor

i. Keith and Associates, Inc. dba KEITH-

GENERAL CIVIL ENGINEERING SERVICES

LANDSCAPE ARCHITECTURAL SERVICES

6. Solid Consulting Engineers, Inc.

a. Subcontractors

i. Carnahan, Proctor and Cross, Inc.-

LAND SURVEYING SERVICES

ii. Azimuth 360 Consulting Group Inc.-

GIS/CAD Support

iii. Aerial Photography, Inc. - AERIAL

PHOTOS

On September 27, 2022, the Town’s Selection and Negotiation Committee recommended that the Town enter into a contract with each of the thirteen *Submitter* for the *List of Services offered in the Bid* and approve vendor subcontractors. This council memorandum addresses the recommendation to award a contract for **General Environmental Services** to: **Metric Engineering, Inc.**

The issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town’s Procurement Code, the State of Florida’s Consultant’s Competitive Negotiation Act, and federal law.

Fiscal Impact/Analysis

Services will be performed on an as-needed basis, for Town Projects. As such projects are identified, it will be brought back to the Town Council for approval prior to the commencement of any work. Major Capital Improvement Projects (CIP) may require additional “procurement.”

Staff Contact:

Venessa Redman, Senior Procurement and Budget Officer
Rod Ley, P.E., Public Works Director
Emily Aceti, Community Services Manager
Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Exhibit A to Council Memo	10/5/2022	Exhibit
Resolution - TA Approved	10/5/2022	Resolution
Exhibit A - RFP	10/5/2022	Exhibit

Exhibit A - RFP
Exhibit B - Agreement
Exhibit B - Hourly Rates

10/5/2022 Exhibit
11/10/2022 Agreement
10/12/2022 Exhibit

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Carnahan, Proctor and Cross, Inc.	Traffic Engineering Services, General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	Arehna Engineering Inc. - Geotechnical Engineering Services Sub BMA Consulting Engineering Inc - Structural Engineering Services
CPZ Architects, Inc.	Architectural Services	Chen Moore and Associates, Inc. - - General Civil Engineering Services - Landscape Architectural Services Terracon Consultants, Inc - - Geotechnical Engineering Services - General Environmental Engineering Services Stoner & Associates Inc. - Land Surveying Services Muengineers, Inc. - Structural Engineering Services CMS Construction Management Services – Cost Estimating
HP Consultants Inc.	Geotechnical Engineering	No Subcontractors
Keith and Associates, Inc. dba KEITH	General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	The Chappell Group, Inc - General Environmental Engineering Services
Kimley-Horn and Associates, Inc.	Traffic Engineering Services, General Civil Engineering Services, General Environmental Engineering Services, Landscape Architectural Services, Structural Engineering Services, Electrical Engineering Services	H2R Corp - Geotechnical Engineering Services Stoner & Associates Inc. - Land Surveying Services Smith Engineering Consultants, Inc. – Mechanical Engineering Services

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Longitude Surveyors, LLC	Land Surveying	No Subcontractors
Metric Engineering, Inc.	General Environmental Engineering	No Subcontractors
Professional Service Industries, Inc.	Geotechnical Engineering Services, General Environmental Engineering Services, and Construction Materials Testing and Inspection	No Subcontractors
RE Chisholm Architects. Inc.	Architectural	No Subcontractors
RADISE International, L.C.	Geotechnical Engineering	No Subcontractors
Saltz Michelson Architects, Inc.	Architectural	Keith And Associates, Inc. Dba Keith-General Civil Engineering Services Landscape Architectural Services Johnson Structural Grp, Inc.- Structural Engineering Services Bildworx Design, LLC - Mechanical Engineering Services
Solid Consulting Engineers, Inc.	General Civil Engineering Services, Water Treatment & Well Field Engineering Services, Including Construction Inspection and / or Construction Management.	Carnahan, Proctor and Cross, Inc.- LAND SURVEYING SERVICES Azimuth 360 Consulting Group Inc.- GIS/CAD Support, Aerial Photography, Inc. - Aerial Photos
Tierra South Florida, Inc.	Geotechnical Engineering	No Subcontractors

RESOLUTION NO. 2023-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO METRIC ENGINEERING, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST RELATING TO GENERAL ENVIRONMENTAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services; and

WHEREAS, on September 27, 2022, the Town's Selection and Negotiation Committee recommended that the Town enter into a contract with Metric Engineering, Inc. for General Environmental Engineering Services; and

WHEREAS, services will be completed on an as-needed basis for Town Projects; and

WHEREAS, such services will come back to the Town Council for approval prior to the commencement of any work; and

WHEREAS, the issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town's Procurement Code, the State of Florida's Consultant's Competitive Negotiation Act, and federal law; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Selection and Negotiation Committee's selection of Metric Engineering, Inc. for General Environmental Engineering

Services as outlined in Metric Engineering, Inc.'s response to the Request for Letters of Interest attached hereto and incorporated herein as Exhibit "A".

Section 3. The Town Council hereby approves awarding a Continuing Contract with Metric Engineering, Inc. as set for in Composite Exhibit "B", which has been attached hereto and has been incorporated herein by reference.

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "B," and to make such nonmaterial modifications, additions, and/or deletions which are necessary and proper to effectuate the intent of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.159.01

CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Continuing Contract for Professional Engineering Services ("CONTINUING CONTRACT") is made and entered into this ____ day of _____. 2022, by and between the Town of Southwest Ranches, Florida, hereinafter referred to as "TOWN", and Metric Engineering Inc. a Florida Corporation licensed as an Authorized Professional Engineering Company, with the State of Florida under License _____, and hereinafter referred to as "CONSULTANT".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RFQu No. 22-013, and adhered to the selection process pursuant to and in accordance with the Consultants' Competitive Negotiation Act, Florida Statute, 287.055 and the TOWN's Procurement Code; and,

WHEREAS, the TOWN desires to engage the CONSULTANT to perform certain professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT, as permitted by the Consultants' Competitive Negotiation Act; and,

WHEREAS, the CONSULTANT desires to provide such professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT; and,

WHEREAS, the TOWN represents that it has the authority to engage the CONSULTANT for the services set forth in RFQU 22-013, this CONTINUING CONTRACT, and as approved by the TOWN's Resolution No. _____.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this CONTINUING CONTRACT, it is mutually understood and agreed as follows:

The above Recitals are true and correct and are incorporated herein and made a part of this CONTINUING CONTRACT.

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

Standard of Care. All services rendered by CONSULTANT and its sub-consultants pursuant to this Continuing Contract will be performed in accordance with the standard of professional skill and care required for CONSULTANTS and other professionals retained to assist with, from commencement to finish of CONTINUING CONTRACT services of the projects contemplated by this Continuing Contract; provided, however, that no work

shall be performed unless and until a written work authorization is executed and the TOWN has issued a Notice to Proceed as to any of the projects. CONSULTANT will perform all services consistent with the interests of the TOWN and in accordance with the requirements of the State of Florida, including those promulgated by the South Florida Water Management District (“SFWMD”), the Central Broward Water Control District (“CBWCD”), South Broward Drainage District (“SBDD”), the Florida Department of Environmental Protection (“DEP”), the Florida Department of Transportation (“FDOT”), Broward County, Florida, the applicable edition of the Florida Building Code, with Broward County Amendments (“Florida Building Code”) and all other applicable codes, laws, regulations, ordinances, and all other applicable standards that govern the design and construction of projects under this Contract, including those of the Federal Emergency Management Agency (“FEMA”), the U.S. Army Corps of Engineers and the Environmental Protection Agency (“EPA”) as well as those requirements imposed by other governmental authorities having jurisdiction over the Town. CONSULTANT agrees to timely perform its services so as not to delay the projects under this CONTRACT, time being of the essence, and as set forth in the Notice to Proceed. The projects ("Project" or "Projects") which may be assigned to CONSULTANT, and subject of a Notice to Proceed, are those listed in RFQu 22-013, which is incorporated herein by reference.

1.1.1 Points of Contact.

The TOWN's Designated Point of Contact (or "Representative") shall be:

**Mr. Andrew D. Berns, Town Administrator, 954-434-0008,
aberns@southwestbranches.org or his designee.**

The CONSULTANT's Designated Point of Contact shall be:

**Carlos Rodriguez, PE, Principal, 305-968-2546 (cell) 305-235-5098 (office)
carlos.rodriguez@metriceng.com**

1.1.2 Licensing and Other Obligations of CONSULTANT. The CONSULTANT will provide appropriate documentation to the TOWN to demonstrate that it and all its sub-consultants are properly licensed to perform all services relative to this Continuing Contract.

1.1.2.1 A sub-consultant is a person or entity who the CONSULTANT has retained and who the CONSULTANT will pay to perform any of the services described in this Continuing Contract. Reasonable funds for such payment have been included as part of CONSULTANT's compensation under this Continuing Contract.

1.1.2.2 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees, or persons performing any of the services under this Continuing Contract.

1.1.2.3 The CONSULTANT shall have the sole obligation and responsibility to select, control and supervise all its sub-consultants. The CONSULTANT may not contract with anyone with whom the TOWN has a reasonable objection. Contracts between the CONSULTANT and the sub-consultants shall require each sub-consultant to be bound to the

CONSULTANT for all obligations and responsibilities which the CONSULTANT, by this Continuing Contract assumes toward the TOWN. This provision also applies to substitute sub-consultants hired during this Continuing Contract to replace existing sub-consultants in accordance with this Continuing Contract. The CONSULTANT shall retain responsibility for coordination of any sub-consultants engaged by the CONSULTANT to provide services under this Continuing Contract and will likewise coordinate its services with those sub-consultants retained by the TOWN. The TOWN agrees that all communications of the TOWN with the CONSULTANT's sub-consultants will be made through the CONSULTANT's Representative unless such sub-consultants have also been retained by the TOWN.

1.1.2.4 The CONSULTANT and its sub-consultants will perform, without expense to the TOWN, such services as may be required to correct or remedy any negligent act, error or omission of the CONSULTANT or its sub-consultants.

1.1.2.5 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees or persons performing any of the services under this Agreement.

1.1.2.6 The CONSULTANT shall have the sole obligation and responsibility to select, control, payment, and supervision of all its sub-consultants.

1.1.3 Conflicts of Interest. The CONSULTANT shall not engage in any activity, or accept any employment, receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the CONSULTANT's professional judgment with respect to this Continuing Contract.

ARTICLE 2 - TOWN-PROVIDED ITEMS

2.1 The TOWN's list of project requirements shall be provided to the CONSULTANT and shall be utilized by the CONSULTANT to prepare the Project Program.

2.2 The TOWN shall provide CONSULTANT with accurate and complete information. No information derived from the TOWN shall relieve the CONSULTANT from any risk or from fulfilling all terms of the Contract. The CONSULTANT shall be responsible for any additional investigations required to fulfill all the terms of the Contract.

2.3 Service Work Authorization and Notice to Proceed. For all services covered under this Continuing Contract, CONSULTANT shall be required to obtain an approved written Work Authorization and a written "Notice to Proceed" by the Town Administrator or his authorized representative, in advance of providing any such services to the Town. The written Work Authorization shall specify in detail the nature of the services requested, the lump sum or not to exceed cost to the TOWN for same (with actual cost to be fully substantiated by CONSULTANT upon completion), and the time frame for completion. All services performed by CONSULTANT without a written authorization from the TOWN shall be performed at CONSULTANT's sole cost and expense.

ARTICLE 3- FEES

3.1 Subject to the TOWN's issuance of a "Notice to Proceed" and individual written work orders, the TOWN shall pay the CONSULTANT the total compensation for the Project(s), in accordance with the total fee indicated in a Project fee schedule executed by both the TOWN and CONSULTANT, and which will be developed based upon the approved Rate and Fee Schedule. CONSULTANT's total compensation includes all fees, costs and expenses that may be incurred by the CONSULTANT to complete the design and construction administration of the Project, including, but not limited to, all professional services provided by or through the CONSULTANT, drawings, calculations and other documents, travel expenses and all other costs or expenses, for or related to the Project, as well as the time for performance. A Notice to Proceed shall not be issued by the TOWN until a Project fee schedule has been fully executed. Additionally, CONSULTANT shall not perform any services without individual written work orders which may be required to be provided by the Town Administrator, and in accordance with this Continuing Contract. Hourly rates for CONSULTANT's sub-consultants shall also be in accordance with the Rate and Fee Schedule.

3.2 Payment on account of services rendered, shall be made monthly, based on the percentage of completion of the Project, upon presentation of the CONSULTANT's invoice for same, along with a partial waiver and release from CONSULTANT indicating a release of all claims, including, but not limited to, equitable liens, through the last date of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the TOWN, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the TOWN to the CONSULTANT describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the CONSULTANT's Total Compensation shall be made within twenty (20) days of invoice receipt or as otherwise provided by Section 218.735(9), Florida Statute.

3.4 Payments due to CONSULTANT which remain unpaid for twenty (20) days after the invoice receipt and that have not been rejected (meet contract requirements), shall bear interest at the statutory rate of 2% as provided by Section 218.74(9), Florida Statute.

3.5 Payment for the CONSULTANT's services will be made in accordance with the Local Government Prompt Payment Act, Section 218.73, Florida Statute.

3.6 Purchasing Card (PCARD) Acceptance: The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the CONSULTANT, or the CONSULTANT's sub-consultants, may only be accomplished after execution of this Continuing Contract, without invalidating the Continuing Contract, by mutual agreement and execution of a written Change Order. CONSULTANT assumes all risks and responsibilities for performing all services on behalf of the TOWN for the amount determined in accordance with Article 3. The TOWN shall not be liable for any cost increases that may arise during the performance of services. Any adjustments to the services must be by written Change Order issued in accordance with the terms and conditions of this Continuing Contract. To the extent that CONSULTANT proceeds to perform additional services in excess of those services described in an executed Notice to Proceed that has been signed by the Town Administrator without an executed written Change Order issued in accordance with this Continuing Contract, such services shall be at CONSULTANT's own risk at no charge to TOWN.

ARTICLE 5 - OWNERSHIP OF DOCUMENTS

5.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT's sub-consultants are Instruments of Service. The CONSULTANT and the CONSULTANT's sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The TOWN shall have the right to use the Instruments of Service. The TOWN's right of use in accordance with this Paragraph specifically authorizes the TOWN to utilize the Instruments of Service to complete the Project as well as to perform alterations, repair, and additions to the Project. This right of use applies even if this Agreement is terminated. In that event, the TOWN will be entitled to continue to utilize the Instruments of Service and shall have the unrestricted right to use, reproduce and to make derivative works of the Instruments of Service to complete the Project as long as the TOWN has paid CONSULTANT for all fees associated only with the preparation of the Instruments of Service in accordance with this Continuing Contract. Should this Continuing Contract be terminated, CONSULTANT and its sub-consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract. However, the TOWN will, through an irrevocable, perpetual, royalty-free license, have the exclusive right to use the Instruments of Service, without restriction or limitation, to construct the buildings and improvements relative to this Project as well as repair, maintain or construct future additions to the Project. Upon the TOWN's request, the CONSULTANT and its sub-consultants will furnish to the TOWN, copies, including reproducible copies, electronic data and computer files of the Drawings and Specifications and other Instruments of Service.

5.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the TOWN's or CONSULTANT's rights.

5.3 CONSULTANT represents and warrants to TOWN that it is the owner of all Instruments of Service prepared by itself and has the sole authority to grant TOWN use provisions of these Instruments of Service in accordance with this Agreement. With respect to Instruments of Service for the Project owned by CONSULTANT's sub-consultants, CONSULTANT, in its agreement with such sub-consultants to provide services for this Project, shall cause such sub-consultants to grant to the TOWN the same use provisions as are included herein.

ARTICLE 6 - TERM OF CONTRACT

6. The continuing contract for professional CONTINUING CONTRACT services shall have a term of five (5) years, with five (5), one (1) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the Town Administrator.

ARTICLE 7 - TERMINATION

7.1 Termination by Town for Convenience. This Continuing Contract may be terminated by the Town for convenience upon at least thirty days' written notice to the CONSULTANT. Under such conditions, CONSULTANT will only be entitled to receive compensation for services rendered that are specifically within the services for which the Town Administrator has, in writing, authorized CONSULTANT to proceed and only up through the date that is no later than thirty days after the date written notice for such termination for convenience is issued by the TOWN to CONSULTANT. CONSULTANT will be able to recover for its work performed; actual cost and expenses; and fair and reasonable sums for overhead and profit for work performed. Upon receipt of a notice of termination for convenience by the TOWN, the CONSULTANT will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due CONSULTANT from the TOWN pursuant to this Paragraph

7.2 Default by CONSULTANT. In addition to defaults resulting from the CONSULTANT's failure to strictly comply with any term, condition, or agreement set forth herein, the CONSULTANT shall be in default under this Continuing Contract if:

- A. The CONSULTANT ceases to carry the insurance required hereunder or the insurance is cancelled.
- B. A default should occur in the performance of any sub-consultant or contractor employed by the CONSULTANT and not corrected by CONSULTANT or another replacement sub-consultant or contractor employed by CONSULTANT within ten (10) days after notice from the TOWN.
- C. The CONSULTANT fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.
- D. The CONSULTANT fails to timely (30 days) pay any sub-consultant or contractor employed by the CONSULTANT.

Notwithstanding the foregoing, CONSULTANT shall have the right to contest disputed invoices in good faith, without being in default of this Continuing Contract, but will bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith within ten (10) days of the date of recording of such lien.

- E. The CONSULTANT fails to correct any error or material inconsistency in its or its sub-consultants Drawings and Specifications or other Instruments of Service within ten (10) days after such error or material inconsistency is reported to the CONSULTANT.
- F. The CONSULTANT fails to perform its obligations under this Continuing Contract in a timely and expeditious manner within ten (10) days after notice from the TOWN.

7.3 TOWN'S Compensation for Default by CONSULTANT. In the event of termination due to the fault of the CONSULTANT under this Continuing Contract, the TOWN shall be compensated for all reasonable costs and expenses including reasonable attorneys' fees and costs incurred in connection with replacing the CONSULTANT hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement CONSULTANT and the completion of the CONSULTANT services hereunder. This is not intended to limit the TOWN's rights or ability to recover damages in the event of a breach by the CONSULTANT under this Continuing Contract. Additionally, the TOWN shall have the right to use the CONSULTANT 's Drawings, Specifications, and other Instruments of Service in the event of a default by the CONSULTANT, regardless of the payment status for such Instruments of Service.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Governing Law, Jurisdiction, Venue and Attorney's Fees. In the event of any action, litigation, or proceedings of any type regarding or relating to performance of this Continuing Contract, the prevailing party shall be entitled to recover its reasonable costs, expert's fees and attorney's fees at all hearings, trials, bankruptcy, and appellate levels. All disputes pursuant to this Continuing Contract shall be first subject to mediation in Broward County with a mutually agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional CONTINUING CONTRACT services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation shall be filed in a court of competent jurisdiction and the sole and exclusive venue shall be in Broward County, Florida. This Continuing Contract shall be governed by the laws of the State of Florida. Mediation shall be conducted within sixty (60) days of either Party's written request. The parties shall share, 50/50, the cost of the mediator.

8.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, CONSULTANT AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY

HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS CONTINUING CONTRACT.

8.3 Insurance Coverages and Minimum Amounts. CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at least one (1) year beyond its completion a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

8.3.1 Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

8.3.2 Worker's Compensation and Employer's Liability Insurance for all employees of the CONSULTANT engaged in services under the Contract in accordance with the laws of the State of Florida. CONSULTANT hereby agrees to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

8.3.3 (Comprehensive) Commercial General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage at \$2,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability annual aggregate:

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted, and;
7. Explosion, collapse, underground coverage (X-C-U)

8.3.4 Comprehensive Automobile Liability Insurance. for all owned, non-owned and hired automobiles and other vehicles used by CONSULTANT in the performance of services pursuant to this Contract with the following minimum limits of liability: \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

8.3.5 Aggregate Limits. Commercial General Liability shall be \$2,000,000.

***All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator.
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated “A-” or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

All notifications shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

CONSULTANT is required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding.

84 Indemnification. To the fullest extent permitted by Florida Statute, Section 725.08, CONSULTANT shall indemnify, hold harmless the TOWN, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of the CONSULTANT or its sub-consultants, agents, officers, employees or independent contractors pursuant to the Continuing Contract, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the CONSULTANT and/or its sub-consultants, agents, or employees in the performance of the operations or services under the Continuing Contract.

8.4.1 Errors and Omissions:

The CONSULTANT to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance, and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time period and specified cost. The CONSULTANT shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient CONSULTANT with respect to the disciplines required for the

performance of the Work in the State of Florida. The CONSULTANT is responsible for and represents that the Work conforms to TOWN'S requirements as set forth in this Agreement. The CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the TOWN may have, the CONSULTANT shall, at its expense, re-perform the services to correct any deficiencies, which result from the CONSULTANT'S failure to perform in accordance with the above standards. The TOWN shall notify the CONSULTANT in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN'S inspection, review, approval, or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the CONSULTANT or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the TOWN 'S rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The CONSULTANT and its sub-consultants and Subcontractors shall be and remain liable to the TOWN in accordance with applicable law for all damages to TOWN caused by any failure of the CONSULTANT or its sub-consultants and Subcontractors to comply with the terms and conditions of this Agreement or by the CONSULTANT'S or Sub-consultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors, or omissions in the performance of this Agreement. With respect to the performance of Work by sub-consultants and Subcontractors, the CONSULTANT shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

85 Patent and Copyright Indemnification. CONSULTANT agrees to indemnify, defend, save, and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities, and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other such work in connection with the performance of the Continuing Contract.

86 Successors and Assigns. This Continuing Contract is binding upon the parties hereto, their successors and assigns and replaces, provided, however, neither party shall assign or transfer any interest in this Continuing Contract without the written consent of the other party.

87 No Damage for Delays by TOWN. CONSULTANT's sole remedy for any (i) delay in the commencement, prosecution, or completion of its services, (ii) hindrance or obstruction in performance of its services, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this subparagraph as "delays"), whether or not such delays are foreseeable, shall be non-compensable. TOWN shall act reasonably in granting extensions of time to the CONSULTANT. All extensions to the time for performance shall be authorized only by written Change Order executed by the TOWN and CONSULTANT. In no event shall the CONSULTANT be entitled to any other compensation or recovery of any damages under or pursuant to this subparagraph in connection with any delay, including, without limitation, consequential damages, lost

opportunity costs, impact damages or other similar remuneration.

88 Audit and Inspection Rights and Retention of Records by CONSULTANT. The TOWN shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Continuing Contract. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Continuing Contract. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Continuing Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination or expiration of this Continuing Contract, unless CONSULTANT is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry. In addition, CONSULTANT shall respond to the reasonable inquiries of success or CONSULTANTs, if any, and allow successor CONSULTANTs to receive working papers relating to matters of continuing significance. In addition, CONSULTANT shall provide a complete copy of *all* working papers including electronic files to the TOWN, prior to final payment by the TOWN under this Continuing Contract.

89 Performance During Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute noticed in writing between the TOWN and the CONSULTANT, the CONSULTANT and, if applicable, its sub-consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms of this Continuing Contract so long as the CONSULTANT receives payment for the matter(s) not in dispute.

8.10 TOWN's Review of Documents. Review and approval of documents or submittals by the TOWN shall be for general design compliance and approval of such submittals shall not relieve the CONSULTANT of any responsibility or liability hereunder.

8.11 Entire Agreement. This Continuing Contract is deemed effective only upon execution by both parties. Additionally, this written Continuing Contract represents the entire and integrated agreement between the TOWN and the CONSULTANT and supersedes all prior negotiations or agreements, either written or oral. This Continuing Contract may be amended only if agreed to by both parties, in writing. Pursuant to Florida Statute, Section 287.055, this Continuing Contract may be terminated in accordance with Sections 6 and 7 hereof.

8.12 Invalid Provisions. Any term or provision of this Continuing Contract found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this Continuing Contract shall remain in full force and effect.

8.13 Non-Discrimination. During the performance of this contract, the CONSULTANT agrees to remain in full compliance with State and Federal laws pertaining to the hiring and firing of all employees including, but not limited as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor in all solicitations will ensure that all applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(4) The contractor will include the portion of the sentence immediately preceding paragraph (1) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by equal opportunity with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8.14 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8.15 Access to Records. The following access to records requirements applies to this contract:

(1) The CONSULTANT agrees to provide Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Town and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8.16 Sovereign Immunity. Nothing in this Continuing Contract is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida law and statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

8.17 NO Third-Party Beneficiaries. This Continuing Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Continuing Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

8.18 Funding. The obligation of TOWN for payment to CONSULTANT for services is limited by Florida law to the availability of funds appropriated in a current fiscal period and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

8.19 Manner of Performance. CONSULTANT agrees to perform its services in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations, and codes. CONSULTANT agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. CONSULTANT agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. CONSULTANT further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Continuing Contract. Failure of CONSULTANT to comply with this paragraph shall constitute a material breach of this Continuing Contract.

8.20 Public Records. The TOWN is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Firm acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to TOWN's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law.

CONSULTANT agrees to maintain public records in CONSULTANT's possession or control in connections with CONSULTANT's performance under this agreement and to provide the public with access to public records in accordance with the record maintenance, production and codes requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONSULTANT shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by TOWN.

821 Public Entity Crimes. In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform services as an CONSULTANT, contractor, supplier, or subcontractor, under a contract with TOWN, and may not conduct business with TOWN for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in TOWN's immediate termination of this Continuing Contract.

822 Changes and Modification of Continuing Contract. TOWN and CONSULTANT may request changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Continuing Contract. Such changes only become part of this Continuing Contract and increase, decrease or otherwise modify the services under this Continuing Contract if evidenced by a written Change Order executed by TOWN and CONSULTANT, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

823 False Claims. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

824 No Waiver of Rights. Neither the TOWN's review, approval or payment for any of the services required under this Continuing Contract shall be construed to operate as a waiver of any of TOWN's rights under this Continuing Contract or of any causes of action arising out CONSULTANT's performance of the services under this Continuing Contract, and CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT's negligent or improper performance of any of the services furnished under this Continuing Contract, irrespective of the TOWN's review, approval or payment for any of the services under this Continuing Contract. The rights and remedies of the TOWN provided for under this Continuing Contract are in addition to all other rights and remedies provided to TOWN by law.

825 Gender. Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

826 Time is of the Essence. Time is of the essence for all of CONSULTANT's obligations under this Continuing Contract.

827 Days. The terms "days" as referenced in this Continuing Contract shall mean consecutive calendar days, unless specifically stated to be "workdays."

828 Equal Opportunity Employment.

A. CONSULTANT will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, religion, gender, color, or national origin. Such action must include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause included in section 8.13 of this Continuing Contract.

B. CONSULTANT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulations (41 CFR Part 60).

C. CONSULTANT shall comply with Copeland Anti-Kickback Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR Part 3).

D. CONSULTANT shall comply with the Contract Work Hours and Safety Standards Act (40 US 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

829 Notice. Notices shall be given by Certified Mail (RRR), recognized overnight delivery service with tracking receipt, or hand delivery or courier with signed receipt. Notices shall be given to the following addresses:

AS TO TOWN:

Andrew D. Berns
Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

AS TO ENGINEER:

Metric Engineering, Inc
2200 W. Commercial Blvd
Ft. Lauderdale, Fl 33309

With a copy to the Town Attorney:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

830 Independent Contractor. CONSULTANT is an independent contractor of TOWN under this Continuing Contract. In providing services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the services rendered under this Continuing Contract shall be exclusively and solely those of CONSULTANT. This Continuing Contract shall not constitute or make the TOWN and CONSULTANT a

partnership or joint venture.

831 Conflicts. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently, recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Continuing Contract.

A. CONSULTANT agrees that none of its officers or employees shall, during the term of this Continuing Contract, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

B. In the event CONSULTANT is permitted to utilize sub-consultants or subcontractors to perform any services required by this Continuing Contract, CONSULTANT agrees to prohibit such sub-consultants or subcontractors, by written contract, from having any conflicts within the meaning of this Section.

832 Contingency Fee. 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 Continuing Contract 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 Continuing Contract. For a breach or violation of this provision, TOWN shall have the right to terminate this Continuing Contract without liability and, at its discretion, to deduct from the Continuing Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

833 Materiality and Waiver of Breach. TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Continuing Contract and, therefore, is a material term hereof. TOWN's failure to enforce any provision of this Continuing Contract shall not be deemed a waiver of such provision or modification of this Continuing Contract. A waiver of any breach of a provision of this Continuing Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

834 Joint Preparation. The TOWN and CONSULTANT both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Continuing Contract has been their joint effort. The language

agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

835 Drug-Free Workplace. CONSULTANT shall maintain a drug-free workplace.

836 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Continuing Contract.

837 Binding Authority. Each person 'Signing this Continuing Contract on behalf of either party individually warrants that he or she has full legal power to execute this Continuing Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Continuing Contract.

838 Truth-in-Negotiation Certificate. Signature of this Continuing Contract 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 Continuing Contract are accurate, complete, and current at the time of contracting.

839 Scrutinized Companies. Pursuant to Florida Statute Sec. 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Syria or Cuba.

840 E-Verify

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches.

Should Vendor become the successful Contractor awarded these services, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Town for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2022.

WITNESSES:

CONSULTANT:

METRIC ENGINEERING INC.

By:

Carlos Rodriguez. P.E, Principal

____ day of _____ 2022

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By:

Steve Breitkreuz, Mayor

____ day of _____ 2022

WITNESSES:

By:

Andrew D. Berns, Town Administrator

____ day of _____ 2022

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.192.01

Metric Engineering, Inc.

Home Rates

Labor	100.00%
Overhead Rate	172.27%
FCCM	0.084%
Operating Margin	25.000%
Direct Expense	4.43%
Total Multiplier	<u>301.78%</u>

<u>CLASSIFICATION</u>	<u>AVG RAW RATE</u>	<u>LOADED BILLABLE RATE</u>
Senior Environmental Specialist	57.70	174.13
Senior Scientist	41.59	125.51
Environmental Specialist	20.20	60.96
Chief Engineer 2	66.95	202.04
Senior Engineer 1	100.97	304.71
Scientist	21.15	63.83
Engineer 1	40.87	123.34
Engineering Intern	39.00	117.69
Grant Specialist	45.68	137.85
Chief Planner	84.14	253.92
GIS Specialist	37.50	113.17

BASIS OF HOURLY RATES

Metric Engineering, Inc.

<u>Job Classification</u>	<u>Personnel</u>	<u>Current Salary Rate</u>	<u>Percent Employee Used</u>	<u>Salary Rate</u>
Senior Environmental Specialist	Work Activities:			
	Ryan St. George	57.70	50%	\$ 28.85
	Rob Myers	57.70	50%	28.85
	AVERAGE HOURLY RATE = \$			57.70
Senior Scientist	Work Activities:			
	Caitlin Hill	43.75	50%	21.88
	Erin Smith	39.43	50%	19.72
	AVERAGE HOURLY RATE = \$			41.59
Environmental Specialist	Work Activities:			
	Jessica Phagan	20.20	100%	20.20
	AVERAGE HOURLY RATE = \$			20.20
Chief Engineer 2	Work Activities:			
	Raul Driggs, PE	66.95	100%	66.95
	AVERAGE HOURLY RATE = \$			66.95
Senior Engineer 1	Work Activities:			
	Carlos Rodriguez, PE	100.97	100%	100.97
	AVERAGE HOURLY RATE = \$			100.97
Scientist	Work Activities:			
	Claudia Blandino	21.15	100%	21.15
	AVERAGE HOURLY RATE = \$			21.15
Engineer 1	Work Activities:			
	Lailee Delay, PE	40.87	100%	40.87
	AVERAGE HOURLY RATE = \$			40.87
Engineering Intern	Work Activities:			
	Kaitlin Startzel	39.00	100%	39.00
	AVERAGE HOURLY RATE = \$			39.00
Grant Specialist	Work Activities:			
	Juliann Bertone	50.49	50%	25.25
	Justin Cauley	40.86	50%	20.43
	AVERAGE HOURLY RATE = \$			45.68
Chief Planner	Work Activities:			
	Amy Wiwi	84.14	100%	84.14
	AVERAGE HOURLY RATE = \$			84.14
GIS Specialist	Work Activities:			
	Matthew Gore	37.50	100%	37.50
	AVERAGE HOURLY RATE = \$			37.50

June 30, 2022

Javier Rodriguez, President
METRIC ENGINEERING, INC.
13940 SW 136th Street, Suite 200
Miami, Florida 33186

Dear Mr. Roriguez:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
 - 4.1.1 - Miscellaneous Structures
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
 - 6.3.1 - Intelligent Transportation Systems Analysis and Design
 - 6.3.2 - Intelligent Transportation Systems Implementation
 - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
 - 6.3.4 - Intelligent Transportation Systems Software Development
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization
- Group 9 - Soil Exploration, Material Testing and Foundations
 - 9.1 - Soil Exploration
 - 9.4.1 - Standard Foundation Studies

- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
 - 10.5.1 - Major Bridge CEI - Concrete
 - 10.5.2 - Major Bridge CEI - Steel

- Group 13 - Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
 - 13.7 - Transportation Statistics

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
172.27%^	104.84%^	0.084%	Excluded	No	4.43%	22.57%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

^For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Payroll Protection Program loan forgiveness. For information on the adjusted overhead rates, contact the district Procurement Office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
David Kuczenski, *Council Member*

Andrew D. Berns, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/17/2022
SUBJECT: Award of Continuing Contract to RADISE International, L.C. for Geotechnical Engineering Services

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

On June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services. These services include:

General Civil Engineering Services; Traffic Engineering Services; Geotechnical Engineering Services; Land Surveying Services; Water Treatment & Well Field Engineering Services; General Environmental Engineering Services; Architectural Services; Landscape Architectural Services; Structural Engineering Services; Electrical Engineering Services; and Mechanical Engineering Services. (Exhibit "A")

On July 27, 2022, the Town received thirteen (13) responses from the following firms:

1. Carnahan, Proctor and Cross, Inc.
2. CPZ Architects, Inc.
3. HP Consultants Inc.
4. Keith and Associates, Inc. dba KEITH
5. Kimley-Horn and Associates, Inc.
6. Longitude Surveyors, LLC
7. Metric Engineering, Inc.
8. Professional Service Industries, Inc.
9. RE Chisholm Architects. Inc.
10. RADISE International, L.C.
11. Saltz Michelson Architects, Inc.
12. Solid Consulting Engineers, Inc.
13. Tierra South Florida, Inc.

Among the thirteen respondents, six (6) listed other services that can be provided utilizing their subcontractors. These firms are:

1. Carnahan, Proctor and Cross, Inc.
 - a. Subcontractors
 - i. Arehna Engineering Inc. -
GEOTECHNICAL ENGINEERING SERVICES
 - ii. BMA Consulting Engineering Inc -
STRUCTURAL ENGINEERING SERVICES
2. CPZ Architects, Inc.
 - a. Subcontractors
 - i. Chen Moore and Associates, Inc. -
GENERAL CIVIL ENGINEERING SERVICES - LANDSCAPE
ARCHITECTURAL SERVICES
 - ii. Terracon Consultants, Inc -
GEOTECHNICAL ENGINEERING SERVICES - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
 - iii. Stoner & Associates Inc. - LAND
SURVEYING SERVICES
 - iv. Muengineers, Inc. - STRUCTURAL
ENGINEERING SERVICES
 - v. CMS Construction Management Services
- COST ESTIMATING
3. Keith and Associates, Inc. dba KEITH
 - a. Subcontractors
 - i. The Chappell Group, Inc - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
4. Kimley-Horn and Associates, Inc.
 - a. Subcontractors
 - i. H2R Corp - GEOTECHNICAL
ENGINEERING SERVICES
 - ii. Stoner & Associates Inc. - LAND

SURVEYING SERVICES

iii. Smith Engineering Consultants, Inc.

-MECHANICAL ENGINEERING SERVICES

5. Saltz Michelson Architects, Inc.

a. Subcontractor

i. Keith and Associates, Inc. dba KEITH-

GENERAL CIVIL ENGINEERING SERVICES

LANDSCAPE ARCHITECTURAL SERVICES

6. Solid Consulting Engineers, Inc.

a. Subcontractors

i. Carnahan, Proctor and Cross, Inc.-

LAND SURVEYING SERVICES

ii. Azimuth 360 Consulting Group Inc.-

GIS/CAD Support

iii. Aerial Photography, Inc. - AERIAL

PHOTOS

On September 27, 2022, the Town’s Selection and Negotiation Committee recommended that the Town enter into a contract with each of the thirteen *Submitter* for the *List of Services offered in the Bid* and approve vendor subcontractors. This council memorandum addresses the recommendation to award a contract for **Geotechnical Engineering Services** to: **RADISE International, L.C.**

The issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town’s Procurement Code, the State of Florida’s Consultant’s Competitive Negotiation Act, and federal law.

Fiscal Impact/Analysis

Services will be performed on an as-needed basis, for Town Projects. As such projects are identified, it will be brought back to the Town Council for approval prior to the commencement of any work. Major Capital Improvement Projects (CIP) may require additional “procurement.”

Staff Contact:

Venessa Redman, Senior Procurement and Budget Officer
Rod Ley, P.E., Public Works Director
Emily Aceti, Community Services Manager
Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Exhibit A to Council Memo	10/5/2022	Exhibit
Resolution - TA Approved	10/4/2022	Resolution

Exhibit A - RFP
Exhibit B - Agreement
Exhibit B - Hourly Rates

10/5/2022 Exhibit
11/10/2022 Agreement
10/10/2022 Exhibit

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Carnahan, Proctor and Cross, Inc.	Traffic Engineering Services, General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	Arehna Engineering Inc. - Geotechnical Engineering Services Sub BMA Consulting Engineering Inc - Structural Engineering Services
CPZ Architects, Inc.	Architectural Services	Chen Moore and Associates, Inc. - - General Civil Engineering Services - Landscape Architectural Services Terracon Consultants, Inc - - Geotechnical Engineering Services - General Environmental Engineering Services Stoner & Associates Inc. - Land Surveying Services Muengineers, Inc. - Structural Engineering Services CMS Construction Management Services – Cost Estimating
HP Consultants Inc.	Geotechnical Engineering	No Subcontractors
Keith and Associates, Inc. dba KEITH	General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	The Chappell Group, Inc - General Environmental Engineering Services
Kimley-Horn and Associates, Inc.	Traffic Engineering Services, General Civil Engineering Services, General Environmental Engineering Services, Landscape Architectural Services, Structural Engineering Services, Electrical Engineering Services	H2R Corp and Tierra South Florida, Inc. Geotechnical Engineering Services Stoner & Associates Inc. - Land Surveying Services Smith Engineering Consultants, Inc. – Mechanical Engineering Services

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Longitude Surveyors, LLC	Land Surveying	No Subcontractors
Metric Engineering, Inc.	General Environmental Engineering	No Subcontractors
Professional Service Industries, Inc.	Geotechnical Engineering Services, General Environmental Engineering Services, and Construction Materials Testing and Inspection	No Subcontractors
RE Chisholm Architects. Inc.	Architectural	No Subcontractors
RADISE International, L.C.	Geotechnical Engineering	No Subcontractors
Saltz Michelson Architects, Inc.	Architectural	Keith And Associates, Inc. DbA Keith-General Civil Engineering Services Landscape Architectural Services Johnson Structural Grp, Inc.- Structural Engineering Services Bildworx Design, LLC - Mechanical Engineering Services
Solid Consulting Engineers, Inc.	General Civil Engineering Services, Water Treatment & Well Field Engineering Services, Including Construction Inspection and / or Construction Management.	Carnahan, Proctor and Cross, Inc.- LAND SURVEYING SERVICES Azimuth 360 Consulting Group Inc.- GIS/CAD Support, Aerial Photography, Inc. - Aerial Photos
Tierra South Florida, Inc.	Geotechnical Engineering	No Subcontractors

RESOLUTION NO. 2023-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO RADISE INTERNATIONAL, L.C. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST RELATING TO GEOTECHNICAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services; and

WHEREAS, on September 27, 2022, the Town's Selection and Negotiation Committee recommended that the Town enter into a contract RADISE International, L.C. for Geotechnical Engineering Services; and

WHEREAS, services will be completed on an as-needed basis for Town Projects; and

WHEREAS, in the event that such services exceed the thresholds stated within the Town's Procurement Code, such services will come back to the Town Council for approval prior to the commencement of any work; and

WHEREAS, the issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town's Procurement Code, the State of Florida's Consultant's Competitive Negotiation Act, and federal law; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Selection and Negotiation Committee's selection of RADISE International, L.C. for Geotechnical Engineering Services

as outlined in RADISE International, L.C. response to the Request for Letters of Interest attached hereto and incorporated herein as Exhibit "A".

Section 3. The Town Council hereby approves awarding a Continuing Contract with RADISE International, L.C. as set for in Composite Exhibit "B", which has been attached hereto and has been incorporated herein by reference.

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "B," and to make such nonmaterial modifications, additions, and/or deletions which are necessary and proper to effectuate the intent of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.160.01

CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Continuing Contract for Professional Engineering Services ("CONTINUING CONTRACT") is made and entered into this ____ day of _____, 2022, by and between the Town of Southwest Ranches, Florida, hereinafter referred to as "TOWN", and Radise International, LC a Florida Corporation licensed as an Authorized Professional Engineering Company, with the State of Florida under License NO. _____, and hereinafter referred to as "CONSULTANT".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RFQu No. 22-013, and adhered to the selection process pursuant to and in accordance with the Consultants' Competitive Negotiation Act, Florida Statute, 287.055 and the TOWN's Procurement Code; and,

WHEREAS, the TOWN desires to engage the CONSULTANT to perform certain professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT, as permitted by the Consultants' Competitive Negotiation Act; and,

WHEREAS, the CONSULTANT desires to provide such professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT; and,

WHEREAS, the TOWN represents that it has the authority to engage the CONSULTANT for the services set forth in RFQU 22-013, this CONTINUING CONTRACT, and as approved by the TOWN's Resolution No. _____.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this CONTINUING CONTRACT, it is mutually understood and agreed as follows:

The above Recitals are true and correct and are incorporated herein and made a part of this CONTINUING CONTRACT.

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

Standard of Care. All services rendered by CONSULTANT and its sub-consultants pursuant to this Continuing Contract will be performed in accordance with the standard of professional skill and care required for CONSULTANTS and other professionals retained to assist with, from commencement to finish of CONTINUING CONTRACT services of the projects contemplated by this Continuing Contract; provided, however, that no work

shall be performed unless and until a written work authorization is executed and the TOWN has issued a Notice to Proceed as to any of the projects. CONSULTANT will perform all services consistent with the interests of the TOWN and in accordance with the requirements of the State of Florida, including those promulgated by the South Florida Water Management District (“SFWMD”), the Central Broward Water Control District (“CBWCD”), South Broward Drainage District (“SBDD”), the Florida Department of Environmental Protection (“DEP”), the Florida Department of Transportation (“FDOT”), Broward County, Florida, the applicable edition of the Florida Building Code, with Broward County Amendments (“Florida Building Code”) and all other applicable codes, laws, regulations, ordinances, and all other applicable standards that govern the design and construction of projects under this Contract, including those of the Federal Emergency Management Agency (“FEMA”), the U.S. Army Corps of Engineers and the Environmental Protection Agency (“EPA”) as well as those requirements imposed by other governmental authorities having jurisdiction over the Town. CONSULTANT agrees to timely perform its services so as not to delay the projects under this CONTRACT, time being of the essence, and as set forth in the Notice to Proceed. The projects ("Project" or "Projects") which may be assigned to CONSULTANT, and subject of a Notice to Proceed, are those listed in RFQu 22-013, which is incorporated herein by reference.

1.1.1 Points of Contact.

The TOWN's Designated Point of Contact (or "Representative") shall be:

**Mr. Andrew D. Berns, Town Administrator, 954-434-0008,
aberns@southwestbranches.org or his designee.**

The CONSULTANT's Designated Point of Contact shall be:

**Andrew Nixon, PE, Principal, 561-841-0103 (office) 561-762-8918 (cell)
Andrew.Nixon@radise.net**

1.1.2 Licensing and Other Obligations of CONSULTANT. The CONSULTANT will provide appropriate documentation to the TOWN to demonstrate that it and all its sub-consultants are properly licensed to perform all services relative to this Continuing Contract.

1.1.2.1 A sub-consultant is a person or entity who the CONSULTANT has retained and who the CONSULTANT will pay to perform any of the services described in this Continuing Contract. Reasonable funds for such payment have been included as part of CONSULTANT's compensation under this Continuing Contract.

1.1.2.2 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees, or persons performing any of the services under this Continuing Contract.

1.1.2.3 The CONSULTANT shall have the sole obligation and responsibility to select, control and supervise all its sub-consultants. The CONSULTANT may not contract with anyone with whom the TOWN has a reasonable objection. Contracts between the CONSULTANT and the sub-consultants shall require each sub-consultant to be bound to the

CONSULTANT for all obligations and responsibilities which the CONSULTANT, by this Continuing Contract assumes toward the TOWN. This provision also applies to substitute sub-consultants hired during this Continuing Contract to replace existing sub-consultants in accordance with this Continuing Contract. The CONSULTANT shall retain responsibility for coordination of any sub-consultants engaged by the CONSULTANT to provide services under this Continuing Contract and will likewise coordinate its services with those sub-consultants retained by the TOWN. The TOWN agrees that all communications of the TOWN with the CONSULTANT's sub-consultants will be made through the CONSULTANT's Representative unless such sub-consultants have also been retained by the TOWN.

1.1.2.4 The CONSULTANT and its sub-consultants will perform, without expense to the TOWN, such services as may be required to correct or remedy any negligent act, error or omission of the CONSULTANT or its sub-consultants.

1.1.2.5 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees or persons performing any of the services under this Agreement.

1.1.2.6 The CONSULTANT shall have the sole obligation and responsibility to select, control, payment, and supervision of all its sub-consultants.

1.1.3 Conflicts of Interest. The CONSULTANT shall not engage in any activity, or accept any employment, receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the CONSULTANT's professional judgment with respect to this Continuing Contract.

ARTICLE 2 - TOWN-PROVIDED ITEMS

2.1 The TOWN's list of project requirements shall be provided to the CONSULTANT and shall be utilized by the CONSULTANT to prepare the Project Program.

2.2 The TOWN shall provide CONSULTANT with accurate and complete information. No information derived from the TOWN shall relieve the CONSULTANT from any risk or from fulfilling all terms of the Contract. The CONSULTANT shall be responsible for any additional investigations required to fulfill all the terms of the Contract.

2.3 Service Work Authorization and Notice to Proceed. For all services covered under this Continuing Contract, CONSULTANT shall be required to obtain an approved written Work Authorization and a written "Notice to Proceed" by the Town Administrator or his authorized representative, in advance of providing any such services to the Town. The written Work Authorization shall specify in detail the nature of the services requested, the lump sum or not to exceed cost to the TOWN for same (with actual cost to be fully substantiated by CONSULTANT upon completion), and the time frame for completion. All services performed by CONSULTANT without a written authorization from the TOWN shall be performed at CONSULTANT's sole cost and expense.

ARTICLE 3- FEES

3.1 Subject to the TOWN's issuance of a "Notice to Proceed" and individual written work orders, the TOWN shall pay the CONSULTANT the total compensation for the Project(s), in accordance with the total fee indicated in a Project fee schedule executed by both the TOWN and CONSULTANT, and which will be developed based upon the approved Rate and Fee Schedule. CONSULTANT's total compensation includes all fees, costs and expenses that may be incurred by the CONSULTANT to complete the design and construction administration of the Project, including, but not limited to, all professional services provided by or through the CONSULTANT, drawings, calculations and other documents, travel expenses and all other costs or expenses, for or related to the Project, as well as the time for performance. A Notice to Proceed shall not be issued by the TOWN until a Project fee schedule has been fully executed. Additionally, CONSULTANT shall not perform any services without individual written work orders which may be required to be provided by the Town Administrator, and in accordance with this Continuing Contract. Hourly rates for CONSULTANT's sub-consultants shall also be in accordance with the Rate and Fee Schedule.

3.2 Payment on account of services rendered, shall be made monthly, based on the percentage of completion of the Project, upon presentation of the CONSULTANT's invoice for same, along with a partial waiver and release from CONSULTANT indicating a release of all claims, including, but not limited to, equitable liens, through the last date of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the TOWN, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the TOWN to the CONSULTANT describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the CONSULTANT's Total Compensation shall be made within twenty (20) days of invoice receipt or as otherwise provided by Section 218.735(9), Florida Statute.

3.4 Payments due to CONSULTANT which remain unpaid for twenty (20) days after the invoice receipt and that have not been rejected (meet contract requirements), shall bear interest at the statutory rate of 2% as provided by Section 218.74(9), Florida Statute.

3.5 Payment for the CONSULTANT's services will be made in accordance with the Local Government Prompt Payment Act, Section 218.73, Florida Statute.

3.6 Purchasing Card (PCARD) Acceptance: The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the CONSULTANT, or the CONSULTANT's sub-consultants, may only be accomplished after execution of this Continuing Contract, without invalidating the Continuing Contract, by mutual agreement and execution of a written Change Order. CONSULTANT assumes all risks and responsibilities for performing all services on behalf of the TOWN for the amount determined in accordance with Article 3. The TOWN shall not be liable for any cost increases that may arise during the performance of services. Any adjustments to the services must be by written Change Order issued in accordance with the terms and conditions of this Continuing Contract. To the extent that CONSULTANT proceeds to perform additional services in excess of those services described in an executed Notice to Proceed that has been signed by the Town Administrator without an executed written Change Order issued in accordance with this Continuing Contract, such services shall be at CONSULTANT's own risk at no charge to TOWN.

ARTICLE 5 - OWNERSHIP OF DOCUMENTS

5.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT's sub-consultants are Instruments of Service. The CONSULTANT and the CONSULTANT's sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The TOWN shall have the right to use the Instruments of Service. The TOWN's right of use in accordance with this Paragraph specifically authorizes the TOWN to utilize the Instruments of Service to complete the Project as well as to perform alterations, repair, and additions to the Project. This right of use applies even if this Agreement is terminated. In that event, the TOWN will be entitled to continue to utilize the Instruments of Service and shall have the unrestricted right to use, reproduce and to make derivative works of the Instruments of Service to complete the Project as long as the TOWN has paid CONSULTANT for all fees associated only with the preparation of the Instruments of Service in accordance with this Continuing Contract. Should this Continuing Contract be terminated, CONSULTANT and its sub-consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract. However, the TOWN will, through an irrevocable, perpetual, royalty-free license, have the exclusive right to use the Instruments of Service, without restriction or limitation, to construct the buildings and improvements relative to this Project as well as repair, maintain or construct future additions to the Project. Upon the TOWN's request, the CONSULTANT and its sub-consultants will furnish to the TOWN, copies, including reproducible copies, electronic data and computer files of the Drawings and Specifications and other Instruments of Service.

5.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the TOWN's or CONSULTANT's rights.

5.3 CONSULTANT represents and warrants to TOWN that it is the owner of all Instruments of Service prepared by itself and has the sole authority to grant TOWN use provisions of these Instruments of Service in accordance with this Agreement. With respect to Instruments of Service for the Project owned by CONSULTANT's sub-consultants, CONSULTANT, in its agreement with such sub-consultants to provide services for this Project, shall cause such sub-consultants to grant to the TOWN the same use provisions as are included herein.

ARTICLE 6 - TERM OF CONTRACT

6. The continuing contract for professional CONTINUING CONTRACT services shall have a term of five (5) years, with five (5), one (1) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the Town Administrator.

ARTICLE 7 - TERMINATION

7.1 Termination by Town for Convenience. This Continuing Contract may be terminated by the Town for convenience upon at least thirty days' written notice to the CONSULTANT. Under such conditions, CONSULTANT will only be entitled to receive compensation for services rendered that are specifically within the services for which the Town Administrator has, in writing, authorized CONSULTANT to proceed and only up through the date that is no later than thirty days after the date written notice for such termination for convenience is issued by the TOWN to CONSULTANT. CONSULTANT will be able to recover for its work performed; actual cost and expenses; and fair and reasonable sums for overhead and profit for work performed. Upon receipt of a notice of termination for convenience by the TOWN, the CONSULTANT will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due CONSULTANT from the TOWN pursuant to this Paragraph

7.2 Default by CONSULTANT. In addition to defaults resulting from the CONSULTANT's failure to strictly comply with any term, condition, or agreement set forth herein, the CONSULTANT shall be in default under this Continuing Contract if:

- A. The CONSULTANT ceases to carry the insurance required hereunder or the insurance is cancelled.
- B. A default should occur in the performance of any sub-consultant or contractor employed by the CONSULTANT and not corrected by CONSULTANT or another replacement sub-consultant or contractor employed by CONSULTANT within ten (10) days after notice from the TOWN.
- C. The CONSULTANT fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.
- D. The CONSULTANT fails to timely (30 days) pay any sub-consultant or contractor employed by the CONSULTANT.

Notwithstanding the foregoing, CONSULTANT shall have the right to contest disputed invoices in good faith, without being in default of this Continuing Contract, but will bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith within ten (10) days of the date of recording of such lien.

- E. The CONSULTANT fails to correct any error or material inconsistency in its or its sub-consultants Drawings and Specifications or other Instruments of Service within ten (10) days after such error or material inconsistency is reported to the CONSULTANT.
- F. The CONSULTANT fails to perform its obligations under this Continuing Contract in a timely and expeditious manner within ten (10) days after notice from the TOWN.

7.3 TOWN'S Compensation for Default by CONSULTANT. In the event of termination due to the fault of the CONSULTANT under this Continuing Contract, the TOWN shall be compensated for all reasonable costs and expenses including reasonable attorneys' fees and costs incurred in connection with replacing the CONSULTANT hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement CONSULTANT and the completion of the CONSULTANT services hereunder. This is not intended to limit the TOWN's rights or ability to recover damages in the event of a breach by the CONSULTANT under this Continuing Contract. Additionally, the TOWN shall have the right to use the CONSULTANT 's Drawings, Specifications, and other Instruments of Service in the event of a default by the CONSULTANT, regardless of the payment status for such Instruments of Service.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Governing Law, Jurisdiction, Venue and Attorney's Fees. In the event of any action, litigation, or proceedings of any type regarding or relating to performance of this Continuing Contract, the prevailing party shall be entitled to recover its reasonable costs, expert's fees and attorney's fees at all hearings, trials, bankruptcy, and appellate levels. All disputes pursuant to this Continuing Contract shall be first subject to mediation in Broward County with a mutually agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional CONTINUING CONTRACT services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation shall be filed in a court of competent jurisdiction and the sole and exclusive venue shall be in Broward County, Florida. This Continuing Contract shall be governed by the laws of the State of Florida. Mediation shall be conducted within sixty (60) days of either Party's written request. The parties shall share, 50/50, the cost of the mediator.

8.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, CONSULTANT AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY

HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS CONTINUING CONTRACT.

8.3 Insurance Coverages and Minimum Amounts. CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at least one (1) year beyond its completion a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

8.3.1 Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

8.3.2 Worker's Compensation and Employer's Liability Insurance for all employees of the CONSULTANT engaged in services under the Contract in accordance with the laws of the State of Florida. CONSULTANT hereby agrees to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

8.3.3 (Comprehensive) Commercial General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage at \$2,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability annual aggregate:

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted, and;
7. Explosion, collapse, underground coverage (X-C-U)

8.3.4 Comprehensive Automobile Liability Insurance. for all owned, non-owned and hired automobiles and other vehicles used by CONSULTANT in the performance of services pursuant to this Contract with the following minimum limits of liability: \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

8.3.5 Aggregate Limits. Commercial General Liability shall be \$2,000,000.

***All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator.
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

All notifications shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

CONSULTANT is required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding.

84 Indemnification. To the fullest extent permitted by Florida Statute, Section 725.08, CONSULTANT shall indemnify, hold harmless the TOWN, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of the CONSULTANT or its sub-consultants, agents, officers, employees or independent contractors pursuant to the Continuing Contract, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the CONSULTANT and/or its sub-consultants, agents, or employees in the performance of the operations or services under the Continuing Contract.

8.4.1 Errors and Omissions:

The CONSULTANT to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance, and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time period and specified cost. The CONSULTANT shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient CONSULTANT with respect to the disciplines required for the

performance of the Work in the State of Florida. The CONSULTANT is responsible for and represents that the Work conforms to TOWN'S requirements as set forth in this Agreement. The CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the TOWN may have, the CONSULTANT shall, at its expense, re-perform the services to correct any deficiencies, which result from the CONSULTANT'S failure to perform in accordance with the above standards. The TOWN shall notify the CONSULTANT in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN'S inspection, review, approval, or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the CONSULTANT or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the TOWN 'S rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The CONSULTANT and its sub-consultants and Subcontractors shall be and remain liable to the TOWN in accordance with applicable law for all damages to TOWN caused by any failure of the CONSULTANT or its sub-consultants and Subcontractors to comply with the terms and conditions of this Agreement or by the CONSULTANT'S or Sub-consultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors, or omissions in the performance of this Agreement. With respect to the performance of Work by sub-consultants and Subcontractors, the CONSULTANT shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

85 Patent and Copyright Indemnification. CONSULTANT agrees to indemnify, defend, save, and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities, and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other such work in connection with the performance of the Continuing Contract.

86 Successors and Assigns. This Continuing Contract is binding upon the parties hereto, their successors and assigns and replaces, provided, however, neither party shall assign or transfer any interest in this Continuing Contract without the written consent of the other party.

87 No Damage for Delays by TOWN. CONSULTANT's sole remedy for any (i) delay in the commencement, prosecution, or completion of its services, (ii) hindrance or obstruction in performance of its services, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this subparagraph as "delays"), whether or not such delays are foreseeable, shall be non-compensable. TOWN shall act reasonably in granting extensions of time to the CONSULTANT. All extensions to the time for performance shall be authorized only by written Change Order executed by the TOWN and CONSULTANT. In no event shall the CONSULTANT be entitled to any other compensation or recovery of any damages under or pursuant to this subparagraph in connection with any delay, including, without limitation, consequential damages, lost

opportunity costs, impact damages or other similar remuneration.

88 Audit and Inspection Rights and Retention of Records by CONSULTANT. The TOWN shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Continuing Contract. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Continuing Contract. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Continuing Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination or expiration of this Continuing Contract, unless CONSULTANT is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry. In addition, CONSULTANT shall respond to the reasonable inquiries of success or CONSULTANTS, if any, and allow successor CONSULTANTS to receive working papers relating to matters of continuing significance. In addition, CONSULTANT shall provide a complete copy of *all* working papers including electronic files to the TOWN, prior to final payment by the TOWN under this Continuing Contract.

89 Performance During Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute noticed in writing between the TOWN and the CONSULTANT, the CONSULTANT and, if applicable, its sub-consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms of this Continuing Contract so long as the CONSULTANT receives payment for the matter(s) not in dispute.

8.10 TOWN's Review of Documents. Review and approval of documents or submittals by the TOWN shall be for general design compliance and approval of such submittals shall not relieve the CONSULTANT of any responsibility or liability hereunder.

8.11 Entire Agreement. This Continuing Contract is deemed effective only upon execution by both parties. Additionally, this written Continuing Contract represents the entire and integrated agreement between the TOWN and the CONSULTANT and supersedes all prior negotiations or agreements, either written or oral. This Continuing Contract may be amended only if agreed to by both parties, in writing. Pursuant to Florida Statute, Section 287.055, this Continuing Contract may be terminated in accordance with Sections 6 and 7 hereof.

8.12 Invalid Provisions. Any term or provision of this Continuing Contract found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this Continuing Contract shall remain in full force and effect.

8.13 Non-Discrimination. During the performance of this contract, the CONSULTANT agrees to remain in full compliance with State and Federal laws pertaining to the hiring and firing of all employees including, but not limited as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor in all solicitations will ensure that all applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(4) The contractor will include the portion of the sentence immediately preceding paragraph (1) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by equal opportunity with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8.14 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8.15 Access to Records. The following access to records requirements applies to this contract:

(1) The CONSULTANT agrees to provide Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Town and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8.16 Sovereign Immunity. Nothing in this Continuing Contract is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida law and statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

8.17 NO Third-Party Beneficiaries. This Continuing Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Continuing Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

8.18 Funding. The obligation of TOWN for payment to CONSULTANT for services is limited by Florida law to the availability of funds appropriated in a current fiscal period and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

8.19 Manner of Performance. CONSULTANT agrees to perform its services in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations, and codes. CONSULTANT agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. CONSULTANT agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. CONSULTANT further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Continuing Contract. Failure of CONSULTANT to comply with this paragraph shall constitute a material breach of this Continuing Contract.

8.20 Public Records. The TOWN is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Firm acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to TOWN's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law.

CONSULTANT agrees to maintain public records in CONSULTANT's possession or control in connections with CONSULTANT's performance under this agreement and to provide the public with access to public records in accordance with the record maintenance, production and codes requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONSULTANT shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by TOWN.

821 Public Entity Crimes. In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform services as an CONSULTANT, contractor, supplier, or subcontractor, under a contract with TOWN, and may not conduct business with TOWN for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in TOWN's immediate termination of this Continuing Contract.

822 Changes and Modification of Continuing Contract. TOWN and CONSULTANT may request changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Continuing Contract. Such changes only become part of this Continuing Contract and increase, decrease or otherwise modify the services under this Continuing Contract if evidenced by a written Change Order executed by TOWN and CONSULTANT, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

823 False Claims. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

824 No Waiver of Rights. Neither the TOWN's review, approval or payment for any of the services required under this Continuing Contract shall be construed to operate as a waiver of any of TOWN's rights under this Continuing Contract or of any causes of action arising out CONSULTANT's performance of the services under this Continuing Contract, and CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT's negligent or improper performance of any of the services furnished under this Continuing Contract, irrespective of the TOWN's review, approval or payment for any of the services under this Continuing Contract. The rights and remedies of the TOWN provided for under this Continuing Contract are in addition to all other rights and remedies provided to TOWN by law.

825 Gender. Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

826 Time is of the Essence. Time is of the essence for all of CONSULTANT's obligations under this Continuing Contract.

827 Days. The terms "days" as referenced in this Continuing Contract shall mean consecutive calendar days, unless specifically stated to be "workdays."

828 Equal Opportunity Employment.

A. CONSULTANT will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, religion, gender, color, or national origin. Such action must include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause included in section 8.13 of this Continuing Contract.

B. CONSULTANT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

C. CONSULTANT shall comply with Copeland Anti-Kickback Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR Part 3).

D. CONSULTANT shall comply with the Contract Work Hours and Safety Standards Act (40 US 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

829 Notice. Notices shall be given by Certified Mail (RRR), recognized overnight delivery service with tracking receipt, or hand delivery or courier with signed receipt. Notices shall be given to the following addresses:

AS TO TOWN:

Andrew D. Berns
Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

AS TO ENGINEER:

Radise International, LC.
3296 NW 9th Ave
Oakland Park FL 33309

With a copy to the Town Attorney:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

830 Independent Contractor. CONSULTANT is an independent contractor of TOWN under this Continuing Contract. In providing services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the services rendered under this Continuing Contract shall be exclusively and solely those of CONSULTANT. This Continuing Contract shall not constitute or make the TOWN and CONSULTANT a

partnership or joint venture.

831 Conflicts. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently, recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Continuing Contract.

A. CONSULTANT agrees that none of its officers or employees shall, during the term of this Continuing Contract, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

B. In the event CONSULTANT is permitted to utilize sub-consultants or subcontractors to perform any services required by this Continuing Contract, CONSULTANT agrees to prohibit such sub-consultants or subcontractors, by written contract, from having any conflicts within the meaning of this Section.

832 Contingency Fee. 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 Continuing Contract 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 Continuing Contract. For a breach or violation of this provision, TOWN shall have the right to terminate this Continuing Contract without liability and, at its discretion, to deduct from the Continuing Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

833 Materiality and Waiver of Breach. TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Continuing Contract and, therefore, is a material term hereof. TOWN's failure to enforce any provision of this Continuing Contract shall not be deemed a waiver of such provision or modification of this Continuing Contract. A waiver of any breach of a provision of this Continuing Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

834 Joint Preparation. The TOWN and CONSULTANT both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Continuing Contract has been their joint effort. The language

agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

835 Drug-Free Workplace. CONSULTANT shall maintain a drug-free workplace.

836 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Continuing Contract.

837 Binding Authority. Each person 'Signing this Continuing Contract on behalf of either party individually warrants that he or she has full legal power to execute this Continuing Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Continuing Contract.

838 Truth-in-Negotiation Certificate. Signature of this Continuing Contract 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 Continuing Contract are accurate, complete, and current at the time of contracting.

839 Scrutinized Companies. Pursuant to Florida Statute Sec. 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Syria or Cuba.

840 E-Verify

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches.

Should Vendor become the successful Contractor awarded these services, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Town for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2022.

WITNESSES:

CONSULTANT:

RADISE INTERNATIONAL, LC.

By: _____
Andrew Nixon, PE, Principal
____ day of _____ 2022

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor
____ day of _____ 2022

WITNESSES:

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2022

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.199.01

SCHEDULE B

HOURLY RATE SCHEDULE

	Unit	Unit Price
1. GEOTECHNICAL SERVICES (9.01)		
A. Mobilization of Truck Mounted Drill Rig.		
1.A.1 Mobilization of Truck-Mounted Drill Rig or special access equipment (ATV's, Off-Road or Water/marine Equipment)	Up to 4 Percolations per Day or Up to 100 Ft. of Borings.	\$ 389.20
1.A.2 Premium over 1.A.1 for mobilization of special access equipment (ATV's, Off-Road or Water/marine Equipment)	Up to 4 Percolations per Day or Up to 100 Ft. of Borings.	To be negotiated as needed
B. Borings Standard Penetration per ASTM D-1586:		
<u>With or Without Casing:</u>		
1.B.1 Penetration Depth 0' to 50'	Foot	\$ 22.24
1.B.2 Penetration Depth 51' to 75'	Foot	\$ 26.69
1.B.3 Penetration Depth 76' to 100'	Foot	\$ 31.14
1.B.4 Penetration Depth 101' to 150'	Foot	\$ 38.92
C. Auger Borings per ASTM D-1452 Penetration Depth:		
1.C.1 Penetration Depth 0' to 50'	Foot	\$ 16.68
1.C.2 Penetration Depth 51' to 75'	Foot	\$ 18.90
1.C.3 Penetration Depth 76' to 100'	Foot	\$ 21.13
1.C.4 Penetration Depth 101' to 150'	Foot	\$ 26.69
D. Rock Coring per ASTM D-2113 (Max. NX Size):		
1.D.1 Penetration Depth 0' to 50'	Foot	\$ 38.92
1.D.2 Penetration Depth 51' to 75'	Foot	\$ 45.59
1.D.3 Penetration Depth 76' to 100'	Foot	\$ 53.38
1.D.4 Penetration Depth 101' to 150'	Foot	\$ 61.16
E. Standard Penetration Test (includes Mobilization and Soil Boring Log) (Portable Equipment)		
1.E.1 Standard Penetration Test (Water Boring) (Equipment Excluded, Barge Cost to be Negotiated by User Department. Permit Reimbursable upon Proof of Payment)	Foot	\$ 56.71
F. Undisturbed Sampling per ASTM D-15	Each	\$ 124.54
G. Slug Percolation Test-USGS / PWD 9" Dia. Hole (DERM) (Min. 2 per job)	Each	\$ 480.38
H. Double Ring Infiltration Test per ASTM D-3385 (swale or grassy areas) (Min. 2 tests)	Each	\$ 560.45

I. Percolation Tests		
1.I.1 FL Dept. of Health and Rehabilitative Services, Chapter 100-6.57 (Min. 2 tests per job)	Each	\$ 388.09
1.I.2 DCPW Highway Division (min. 6" dia.) (min. 2 tests per job)	Each	\$ 551.55
1.I.3 Open Hole Method (min. 6" dia.) (min. 2 tests)	Each	\$ 553.78
J. Closing Holes with Grout / Approved Methods to Safe Proof Site. [Safe Proof to be Accomplished Before Laboratory Leaves the Site]	Foot	\$ 8.90
K. Trench Test per So. FL Water Management District. (Excludes Equipment and Operator) (Provide Equipment Rental Invoice for Direct Cost Reimbursement)	Hour	\$ 551.55
L. Soil Cement Stabilization Field Inspection	Hour	\$ 96.74
1.L.1 Soil Cement Cylinder Testing	Hour	\$ 71.17
1.L.2 Soil Cement Cylinder Testing per ASTM D-1633	Hour	\$ 38.92
M. Water Quality Monitoring	Each	\$ 90.07
N. Geotechnical Engineering Evaluation and Report of Existing Soil With Respect to Allowable Bearing Capacity	Hour	\$ 140.11
O. Geotechnical Engineer Pile Capacity Analysis	Hour	\$ 140.11
P. Muck Probes	Hour	\$ 91.18
Q. Engineering Inspection during Geotechnical investigation	Hour	\$ 100.08
2. MONITORING WELLS (Includes Drilling) (9.01)		
A. Mobilization of Truck Mounted Drill Rig. (Same Conditions apply as referenced for Geotechnical Services, Item 1.A, Page 1 of the Fee Schedule)	Up to 2 wells	\$ 404.77
B. Monitoring Well Installation (2" PVC, Max. 20' Depth)* (Min. 2 wells)	Per Well	\$ 732.81
C. Monitoring Well Abandonment (2" PVC, Max. 20' Depth)* (Min. 2 wells)	Per Well	\$ 308.02
D. Monitoring Well Abandonment (4" PVC, Max. 20' Depth)* (Min. 2 Wells)	Per Well	\$ 395.87
E. Monitoring Well (4" PVC, Max. 20' Depth)* (Min. 2 wells)	Per Well	\$ 959.66
F. Monitoring Well Installation (2" PVC, Greater than 20' up to 100')* (Min. 2 wells) * Excludes permit	Foot	\$ 78.95
G. Repair of Monitoring Wells Unit Rates	Per Unit	\$ 1,057.51
H. Water Quality Monitoring (Does not include Analytical Tests) (Per Well)	Per Well	\$ 273.55
I. Direct Push Well Installation (20' Max)	Per Well	\$ 859.58
J. Direct Push Soil / Ground water Sampling	Per Day	\$ 1,788.10
K. Boat Rental (min. 8 hr day) with prior approval by the issuing dept. (furnish copy of ownership or copy of rental invoice)	Per Day	\$ 503.74
3. PRE-STRESS / PRE-CAST (9.02) (INCLUDES TRAVEL, MILEAGE, DELIVERY AND CERTIFIED REPORTS)		
A. Pre-stress / Pre-cast fabrication inspection per PCI MNL-116 (Structural) or MNL-117 (Architectural) (Bridge and Building Units / Ready Mix Plants Inspections) (Min. 4)	Per Hour	\$ 92.30
B. Pre-stress (Inspection and Certified Report included) (Stressing Operation and Inspection) per PCI MNL-116 (min. 4 hrs)	Per Hour	\$ 92.30
C. Reinforced Concrete Pipe and Pre-Fabricated Manhole Inspection (types, sizes, and design) (includes inspection and Certified Report) (Min. 4 hrs.)	Per Hour	\$ 92.30
D. Absorption Test of Pre-cast Units per ASTM C-497	Per Core	\$ 58.94
E. Three Edge Bearing Test per ASTM C-497	Per Hour	\$ 92.30
F. Hydrostatic Testing per ASTM C-497	Per Hour	\$ 92.30

G. Testing Concrete Cylinder per ASTM C-497 (same conditions apply as shown on 3A.1) (Does NOT include TECHNICIAN or PICK-UP)	Per Cylinder	\$ 124.54
4. PILING (9.02)		
A. Pile Driving / Auger Cast Pile Inspection (includes Certified Log / Report [Min. 4 hrs])	Per Hour	\$ 93.41
4.A.1 Splice of piles as an addition (per occurrence) (with prior approval from engineer) (witness splice)	Per Hour	\$ 93.41
B. Vibro-Flotation Inspection (4 hrs min.)	Per Hour	\$ 93.41
C. Pile Load Test - Test Frame and Load Set-Up Witnessed by Certified Inspector per ASTM D-1143(Equipment / Loads Furnished by Contactor)	Per Hour	\$ 93.41
4.C.1 Furnishing and Set-Up of Calibrated Gauges	Per Gauge	\$ 121.21
4.C.2 Monitoring of Pile Load Test, Collect Field Data, and Inspector Time	Per Hour	\$ 93.41
4.C.3 Pile Load Test Report, Certify and Prepare Report for Load Capacity of Pile (Engineers Time)	Per Hour	\$ 140.11
5. SOILS (9.02) INCLUDES TRAVEL, MILEAGE, DELIVERY AND CERTIFIED REPORT)		
5A. Field Density Tests		
5.A.1 Sand Cone Method per AASHTO T-19 and ASTM D-1556 (2 test min.)	Per Test	\$ 96.74
Nuclear Method per AASHTO T-238 AND ASTM D-2922, (Moisture per AASHTO T-239 and ASTM D-3017) (Min. 4 tests)		
5.A.2 Per Test (From 1 to 4 tests) per trip	Per Test	\$ 54.49
5.A.2A Per Test (From 5 to 10 tests) per trip	Per Test	\$ 36.70
5.A.2B Per Test (From 11 or more tests) per trip	Per Test	\$ 32.25
5.A.3 Maximum / Minimum Relative Density Tests per ASTM D-4253 and 4254 (Field and Laboratory)	Per Test	\$ 187.93
5.A.4 Hourly Rate (min. 4 hrs)* (Unlimited tests) (7am to 6pm) (equipment ONLY, tech NOT included)	Per Hour	\$ 70.06
5.A.5 Evening Density Testing (9pm to 6am) (if requested by issuing dept., designee to be performed in the evening and to be paid at the min. 4hrs unlimited tests*) (equipment ONLY, technician NOT included)	Per Hour	\$ 93.41
B. Moisture Density Tests (Proctor)		
5.B.1 Standard per AASHTO T-99 and ASTM D-698 (non-traffic areas) (Min. 2 tests per trip)	Per Test	\$ 145.67
5.B.2 Modified per AASHTO T-180 and ASTM-1577 (Building / Highway Projects) (Min. 2 tests per trip)	Per Test	\$ 165.69
C. Limerock Bearing Ratio (LBR) - FDOT		
D. Carbonates on LBR Material (2 tests per trip)		
E. Laboratory California Bearing Ratio (CBR) per ASTM D-1883 (one Point)		
5.E.1 Lab Proctor Test	Per Test	\$ 163.46
5.E.2 Three Point CBR	Per Test	\$ 389.20
F. Field California Bearing Ratio per Asphalt Institute MS-10 (Latest Version) (Reaction Load by Others) (2 Tests min.)		
G. Moisture Content		
H. Organic Content		
5.H.1 Limerock per AASHTO T-267 (by Incineration)	Per Test	\$ 56.71
5.H.2 Test of Soil Chemical Analysis [(1972) P.R. Hesse P. 211] (by Peroxide)	Per Test	\$ 78.95

I. Grain Size per AASHTO T-27 (Sieve Analysis only)	Per Test	\$ 72.28
J. Mechanical Analysis per ASTM D-422 or T-11 and T-27	Per Test	\$ 76.73
K. Soil Classification per ASTM D-3282 and D-2487 (AASHTO Unified - FAA)	Per Test	\$ 107.86
L. Los Angeles Abrasion on rip-Rap per ASTM C-535 (Large Size Coarse Aggregate)	Per Test	\$ 286.90
M. Soundness on Rip-Rap per ASTM C-88 (5 Cycle Sodium Sulfate)	Per Test	\$ 318.03
N. Soil Specific Gravity per ASTM D-854	Per Test	\$ 67.83
O. Material Finer Than 200 Sieve Per ASTM C-117	Per Test	\$ 51.15
P. Liquid Limit per ASTM D-4318 (Atterberg Limits)	Per Test	\$ 84.51
Q. Salt Content per FDOT FM 5-516	Per Test	\$ 68.94
R. Limerock Base Thickness Determination - Min. 3" dia. Holes FAAP-211 (min. 2 tests) (excludes mobilization and transportation)	Per Test	\$ 88.96
5.R.1 * unlimited tests	Day	\$ 766.17
S. Limerock Chemical Analysis per DCPW, FDOT (2 tests min.)	Per Test	\$ 97.86
T. Limerock Chemical Analysis per DCAD FAAP-211 (2 tests min.)	Per Test	\$ 97.86
U. Resistivity Test in Accordance with California Method 643-7 with Break-Down for test, Sampling, PH Measurement of Water and Soil, etc.	Per	\$ 164.58
V. Sediment Tests	Per Test	\$ 81.18
W. Soil Load Bearing Test (Plate Load) (Reaction Load By Others)		
5.W.1 Static Load on Footings per ASTM D-1194	Per Test	\$ 581.58
5.W.2 Repetitive Static Load for Pavement per ASTM D-1195	Per Test	\$ 619.38
5.W.3 Non-Repetitive Static Load for Pavement er ASTM D-1196	Per Test	\$ 619.38
X. Soil Relative Density Tests (Vibro-Flotation / In-Situ Verification)		
5.X.1 CPT Cone Penetration Test Soundings	Per Foot	\$ 17.79
Y. Horticultural Service for Ph Value of Soil	Per Test	\$ 46.70
Z. Horticultural Service for Soluble Salts in Soil	Per Test	\$ 77.84
AA. Horticultural Service for Macro Nutrients in Soil	Per Test	\$ 94.52
AB. Backfill Monitoring (4 hrs min.)	Per Hour	\$ 77.84
AC. Geotechnical Engineer (min. 2 hrs)	Per Hour	\$ 140.11
6. ASPHALT CONCRETE (9.03) includes travel, mileage and certified report		
A. Asphalt Paving Design Mix Marshall Method (includes Sampling, Standard Design as Applicable Marshall Procedures) per Asphalt Institute Manual Series No. 2	Per Mix	\$ 889.60
B. Analysis of Special Design Mix	Per Mix	\$ 722.80
C. Marshall Properties (FDOT Procedures) (Aviation P-401 / P-405) (Technician plus tests)		
6.C.1 Stability per ASTM D-1559 or AASHTO D-T 245 (set of 3 specimen)	Per Set	\$ 137.89
6.C.2 Flow per ASTM-1559 or AASHTO D-T 245 (set of 3 specimen)	Per Set	\$ 128.99
6.C.3 Density per ASTM D-2726 (set of 3 specimen)	Per Set	\$ 130.10
6.C.4 Air Voids per ASTM-3203 (set of 3 specimen)	Per Set	\$ 128.99
6.C.5 Maximum density per ASTM D-2041	Per Set	\$ 84.51
6.C.6 Particle Coating per ASTM D-2489	Per Sample	\$ 142.34

6.C.7 Sampling / Prep. Per ASTM D-1559 / D-2726	Per Sample	\$ 87.85
6.C.8 Bulk Specific Gravity of Drilled Core per ASTM D-2726	Per Core	\$ 61.16
6.C.9 Moisture Content - Drying per ASTM C-566	Per Sample	\$ 62.27
6.C.10 Moisture Content - Distillation per ASTM D-1461	Per Sample	\$ 147.90
6.C.11 Asphaltic Specific Gravity / Absorption of Aggregate Blends	Per Aggregate Sample	\$ 113.42
6.C.12 Sampling Hot mix at Manufacturer per ASTM D-979	Per Hour	\$ 73.39
6.C.13 Effect of Water on Hot Mix per ASTM D-1075 (set of 6 samples)	Per Set	\$ 142.34
6.C.14 Washed Sieve Analysis	Per Sample	\$ 72.28
6.C.15 AASHTO T-182	Per Sample	\$ 159.02
6.C.16 Flat / Elongated Pieces per ASTM D-4791	Per Sample	\$ 151.23
6.C.17 Effect of Moisture on Hot Mix per ASTM D-4867 (set of 6 samples)	Per Set	\$ 353.62
6.C.18 Sand Equivalent per ASTM D-2419	Per Sample	\$ 113.42
6.C.19 Effect of Water on Cohesion per ASTM D-1075 / Modified	Per Sample	\$ 213.50
D. Extraction / Gradation Analysis per ASTM D6307	Per Test	\$ 162.35
E. Asphalt Plant Technician Using FDOT Approved Plant, Laboratory and Procedures for Extraction, Gradation, Marshall Tests and Temperature Checks (ASTM D-290-85) (per person, min. 4 hrs)	Hour	\$ 92.30
F. Paving Technician for On-Site Paving Operations, Inspections per FDOT Procedures (temperature, density testing and observation) (min. 4 hrs.)	Hour	\$ 91.18
G. Asphalt densities (Nuclear-Back Scatter Method) (Min. 4 tests)	Per Test	\$ 33.36
H. Asphalt Core Drilling for Thickness Measurements (includes Asphalt Patching) (min 6 cores per call-out)	Per Core	\$ 66.72
I. Asphalt Cores Laboratory Tests for Measurements per ASTM D-3549 and weight per cubic foot, per ASTM D-2726(min 4 cores)	Per Core	\$ 50.04
J. Gyrotory Compaction (Bulk Specific Gravity)	Per Sample	\$ 134.55
7. TECHNICAL SERVICES (AVIATION) (9.03)		
A. P401 Technical Services - NICET III / FDOTII / Equivalent per ASTM D-3666 Asphalt Plant Facilities and Initial Inspection, Quality Reviews, Design Mix / JMF Review, Technical Report / Meetings / Coordination Oversight / PWL / reviews (min. 2 hrs.)	Hour	\$ 139.00
B. P401 / P602 / P603 / P609 - Field Acceptance Inspection - Certified Inspection per ASTM D-3666		
7.B.1 Level I Inspector (weekday min. 4 hrs)	Hour	\$ 92.30
7.B.2 Level II Inspector (weekday min. 4 hrs)	Hour	\$ 101.19
7.B.3 Cancellation Fee (Plant) (Per cancellation, per technician)	Per	\$ 271.33
8. CONCRETE TECHNICIAN (9.03) INCLUSIVE OF TRAVEL, MILEAGE, DELIVERY AND CERTIFIED REPORT)		
A. Cylinders - cast and tested by laboratory		
8.A.1 Standard 6" x 12" or 4" x 8" cylinder (concrete temperature test and slump test) (per ASTM C-31 "Section 7" Lab. Strength Tests per C-39 using C-617 or C-1231) (max. 5 cylinders per set)	Per Set	\$ 125.66
8.A.2 Lightweight 3" x 6" cylinder includes concrete per ASTM C-495 (max. 5 cylinders per set)	Per Set	\$ 125.66
8.A.3 Air Entrainment pas ASTM C-31 (used Concurrently with Concrete Set	Per Set	\$ 41.14

Testing)		
8.A.4 Cylinder pick-up (when not cast by laboratory)	Hour	\$ 65.61
B. Securing Structural or Pavement Cores per ASTM C-42 (6" max. dia.) (3 cores min.)		
8.B.1 8" deep	Per Core	\$ 143.45
8.B.2 14" deep	Per Core	\$ 174.58
8.B.3 12" deep x 12" diameter	Per Core	\$ 333.60
C. Cores Trim and Compression Test per ASTM C-42	Per Test	\$ 45.59
D. Concrete Masonry Units per ASTM C-140 and C-551 - Block/Brick per ASTM-140		
8.D.1 Concrete Brick per ASTM C-551 (min. 2 bricks)		
8.D.1A Compression	Per Brick	\$ 51.15
8.D.1B Absorption	Per Brick	\$ 73.39
8.D.1C Dimension	Per Brick	\$ 50.04
8.D.1D Appearance	Per Brick	\$ 48.93
8.D.2 Block, Manhole	Per Test	\$ 86.74
8.D.3 Block, Concrete Compression per ASTM C-140 - Individual Units	Per Test	\$ 62.27
8.D.4 Block, Concrete Absorption per ASTM C-140 - Individual Units	Per Test	\$ 74.50
8.D.5 Moisture Content of Concrete Block per ASTM C-140	Per Block	\$ 62.27
8.D.6 Block Series, Dimensions, Compression, Absorption, Moisture Content and Unit Weight (Density) per ASTM C-140	Per Block	\$ 195.71
8.D.7 Mortar Cubes 2"x2"x2" Compression Test per ASTM C-109 (min. 3 per test) (cast by others)	Per Cube	\$ 42.26
8.D.8 Masonry Prism per ASTM C-1314 (fabricated by contractor) (unfilled)	Per Prism	\$ 156.79
8.D.9 Sampling and pick-up (casting not included)	Per Unit	\$ 71.17
8.D.10 Concrete Block Unit Weight per ASTM C-140	Per Block	\$ 68.94
8.D.11 Grout Cube Compression Test per ASTM C-1014 (cast by others)	Per Cube	\$ 24.46
8.D.12 Technician to Cast Mortar or Grout Cubes in Laboratory or On-Site (incl. slump and temp. tests) per ASTM C-1019	Hour	\$ 71.17
8.D.13 On-Site Masonry Inspector per ACI-530 (min. 4 hrs)	Hour	\$ 92.30
E. Concrete Beams		
8.E.1 Tension Test per ASTM C-496 (Splitting Tension Test for Cylindrical Specimen, not beams)	Per Test	\$ 73.39
8.E.2 Flexural Test per ASTM C-78 (ASTM C-31, C-78) cast per ASTM C-36, (2 beams required per test)	Per Beam	\$ 135.66
F. Air Content per ASTM C-173 or ASTM C-231	Per Test	\$ 40.03
G. Concrete Densities (Unit Weight) and Yield Test per ASTM C-138	Per Test	\$ 45.59
H. Design Mix per ACI-211 Standard Aggregate (Materials Furnished by Supplier) (Laboratory Sampling included) (1 Trial batch and 6 Cylinder Tests) (First of any Series)	Per Mix	\$ 583.80
8.H.1 (Additional Design Mixes in Series)	Per Mix	\$ 453.70
8.H.2 Design Mix Materials Testing		
8.H.2A Gradation	Per Test	\$ 83.40

8.H.2B Fine Aggregate Gravity and Absorption C-127	Per Test	\$ 93.41
8.H.2C Coarse Aggregates Specific Gravity and Absorption C-128	Per Test	\$ 104.53
8.H.2D LA Abrasion C-88	Per Test	\$ 245.75
I. On-Site Inspection per ACI-304 and ACI-311.SR (per site visit as approved by the engineer) (4 hrs min.)	Hour	\$ 92.30
J. Concrete Plant Inspection per ACI-311.5 (Mix and Weight Verification) (4 hrs min.)	Hour	\$ 92.30
K. Windsor Probe Test per ASTM C-803 (Penetration Resistance to Determine Uniformity) with equipment charge (Windsor Gun) (per trip per location)	Per Trip	\$ 301.35
L. ASTM C-803 (set of 3 probes per test)	Per Set	\$ 120.10
M. Concrete Rebound Hammer Test per ASTM C-805 (use of Spring Driven Steel Hammer to determine uniformity of in-place concrete) (4 hrs min.)	Per Hour	\$ 90.07
N. Pull-out per ASTM C-900 (includes pin installation)	Per Test	\$ 382.53
O. Thickness of Concrete per ASTM C-1383	Hour	\$ 78.95
P. Corrosion Activity per ASTM C-876	Hour	\$ 97.86
Q. Chloride Content		
8.Q.1 Per ASTM C-1152	Per Test	\$ 143.45
8.Q.2 Per ASTM C-1218	Per Test	\$ 150.12
R. Pachometer (Magrometer) Readings for Rebar Location, approximate size and Spacing (4 hrs min.)	Hour	\$ 90.07
S. Los Angeles Abrasion per ASTM C-131 (small size coarse aggregate)	Hour	\$ 250.20
T. Sieve Analysis per ASTM-136	Per Test	\$ 83.40
U. Absorption Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C-127	Per Test	\$ 83.40
V. Specific Gravity Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C-127	Per Test	\$ 83.40
W. Weight per Cubic Feet per ASTM C-29	Per Test	\$ 83.40
9. STEEL (9.04) (use AWA, AMS, AWS, ASME, API, as applicable)		
A. Shop / Field Weld Inspection per ASTM D-5339 (4 hrs min.)	Hour	\$ 91.18
B. AWS, AWA, ASME Welder Tests - Groove or Fillet		
9.B.1 Plate	Per position	\$ 241.30
9.B.2 Pipe	Per position	\$ 252.42
C. Reinforcing Steel Tensile Test (Min. 3 Tests) - TENSILE ONLY DOES NOT INCLUDE TECHNICIAN TIME TO SET-UP MACHINE	Per Bar	\$ 190.15
D. Reinforcing Steel Deformation Test	Per Test	\$ 63.38
E. Reinforcing Bar Placement Inspection	Hour	\$ 91.18
F. Chemical Laboratory Test		
9.F.1 Weld Inspection and Dye Penetrant Weld Testing	Hour	\$ 91.18
G. Radiograph Weld Inspection (min. 4 tests)	Per Test	\$ 157.90
H. Engineering Services		
9.H.1 Special Inspector for Threshold Buildings (State Certified) (2 hrs min.)	Hour	\$ 134.55
9.H.2 Special Inspector Designee (2 hrs min.)	Hour	\$ 128.99
9.H.3 Special Inspector under the Florida Building Code (2 hrs min.)	Hour	\$ 128.99

10. MECHANICAL (9.04)		
A. Sound Surveys (includes travel time)	Hour	\$ 108.98
B. Lighting Surveys (includes travel time)	Hour	\$ 108.98
11. FIRE PROOFING (9.04)		
A. Inspection of Sprayed-On Fireproof Coating on Structural Steel		
11.A.1 4 hrs min	Hour	\$ 90.07
11.A.2 Laboratory Unit Weight Test of Fireproofing Coating per ASTM E-605	Per Test	\$ 67.83
11.A.3 Field Adhesion / Cohesion Tests per ASTM E-736	Per Test	\$ 136.78
* if additional hours are required must have approval from issuing department		
12. STRAIN MEASUREMENTS (SR4 INDICATOR) (9.04)		
A. Technician Services to install Gauges / Make Strain Reading (4 hr min.)	Hour	\$ 90.07
13. ULTRASONIC INSPECTIONS (9.04)		
A. Services of an Ultrasonic Technician and Equipment (8 hrs min)	Hour	\$ 139.00
B. Assistant Technician (8 hrs min)	Hour	\$ 64.50
14. STRUCTURAL STEEL (9.04)		
A. Welding Inspector per AWS Code (4 hrs min)	Hour	\$ 91.18
B. Structural Steel Shop or Field Inspector (4 hrs min)	Hour	\$ 91.18
C. Bolt Tightening Inspection by Using:		
14.C.1 Torque Wrench	Hour	\$ 91.18
14.C.2 Reg. Wrench	Hour	\$ 91.18
14.C.3 Filler Gauge	Hour	\$ 91.18
D. Structural Steel Testing / Inspection (4 hrs min)	Hour	\$ 91.18
15. WELDING (9.04)		
A. AWS Certified Inspector (2 hrs min) (per inspection)	Hour	\$ 91.18
B. AWS Certified Welding Inspector / 1 hr PADI Certified (min 2 inspections per inspection)	Hour	\$ 157.90
16. MAGNETIC PARTICLE TESTING (MAGNAFLUX) (9.04)		
A. Services of a non-destructive technician	Hour	\$ 91.18
B. Magnaflux Testing	Hour	\$ 86.74
17. ROOFING (9.05) (all tests performed shall be in accordance with current edition of the Florida Building Code at time the work is issued)		
A. Built-up roof sample analysis (test method for moisture in mineral aggregate used for built-up roofs) (ASTM D-1864)	Per Test	\$ 58.94
B. ASTM 3617	Per Test	\$ 338.05
C. Compression Test - Roof Tiles	Hour	\$ 64.50
D. Absorption Test - roof tiles (per set of 5)	Per Set	\$ 259.10
E. Up-Lift test of roof tiles (per set of 5)	Per Set	\$ 313.58
F. Core Samples (per architect / engineer's recommendation)	Per Sample	\$ 81.18
G. Visual Inspections		
17.G.1 Per job min.	Per Job min.	\$ 793.97

17.G.2 Per square foot	Per Sq. Ft	\$ 0.18
H. Infrared Moisture Survey (mobilization of equipment)		
17.H.1 Per job min.	Per Job min.	\$ 880.70
17.H.2 Per square foot	Per Sq. Ft	\$ 0.31
I. Asbestos Testing		
J. Nuclear Moisture Testing		
17.J.1 Per job min.	Per Job min.	\$ 838.45
17.J.2 Per square foot	Per Sq. Ft	\$ 0.24
K. Impedance Moisture Survey (machine) (max 3 cores)		
17.K.1 Per job min.	Per Job min.	\$ 878.48
17.K.2 Per square foot (additional square foot survey)	Per Sq. Ft	\$ 0.29
L. Bonded Pull Test		
M. Fastener Pull Test (First 10,000 sq. ft. per deck) (10 tests)		
17.M.1 Per new roof (core sample)	Per Test	\$ 55.60
17.M.2 Existing roof (core sample)	Per Test	\$ 66.72
N. Bell Chamber Test (max. 2 tests / any additional test \$300.00)		
O. Title Uplift Test (TAS 106)		
17.O.1 Per square feet (2,500 sq. ft)	Per Sq. Ft	\$ 278.00
17.O.2 Additional per square	Per Sq. Ft	\$ 22.24
P. Engineer's Report	Hour	\$ 140.11
22. MAINTENANCE OF TRAFFIC (to be negotiated by issuing dept if required)		
23. ENGINEERING SERVICES		
A. C.A.D. Operator	Hour	\$ 80.06
B. Staff Engineer	Hour	\$ 100.08
C. Professional Engineer	Hour	\$ 133.44
D. Senior Engineer	Hour	\$ 159.02
E. Principal	Hour	\$ 167.91
F. Clerical / Administrative	Hour	\$ 53.38
G. Engineering Technician (applies to all sub-categories)	Hour	\$ 72.28
Note: Fees paid to the laboratories for the work performed shall be in accordance to the negotiated fee		
24. UNDERGROUND UTILITY LOCATION AND INSPECTION		
It shall be noted that work performed for UNDERGROUND UTILITY LOCATION AND INSPECTION belongs to Sub-Category 15.03 - Underground Utility Location, Category 15.00 SURVEYING AND MAPPING. Laboratory firms must be Certified under Category 15.00, Sub-Category 15.03 in order to perform this type of work or they shall Sub-Contract any of the firms certified under this Category.		
A. Utility Designation - Electronically Scan and Determine the Horizontal and Vertical Location of Buried Utility Lines. (Min. 3 Hrs.)	Per Hour	\$ 166.80
B. Expose Utility Lines by Air/Vacuum System (Soft Dig), Creating a Small Diameter Hole to be Plotted on Base Maps to Scale. Work Reviewed and Certified by a Florida Registered Land Surveyor. (Includes Cost Associated with Restoration and Photographs / Drawings to Document / Generate Complete Certified Report		

24.B.1 Per Test Hole (In Pavement) (Min. 3 Tests per Visit)	Per Test	\$ 945.20
24.B.2 Per Test Hole (In Soil) (Min. 3 Tests per Visit)	Per Test	\$ 945.20
C. Utility Location Inspector to Verify and Coordinate Location and Documentation of Utility Company (Min. 2 Hrs. per Test Location).	Per Hour	\$ 88.96



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
David Kuczenski, *Council Member*

Andrew D. Berns, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/17/2022
SUBJECT: Award of Continuing Contract to Solid Consulting Engineers, Inc. for General Civil Engineering Services, Water Treatment & Well Field Engineering Services, Construction Inspection and / or Construction Management, Land Surveying Services, GIS/CAD Support, and Aerial Photos

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

On June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services. These services include:

General Civil Engineering Services; Traffic Engineering Services; Geotechnical Engineering Services; Land Surveying Services; Water Treatment & Well Field Engineering Services; General Environmental Engineering Services; Architectural Services; Landscape Architectural Services; Structural Engineering Services; Electrical Engineering Services; and Mechanical Engineering Services. (Exhibit "A")

On July 27, 2022, the Town received thirteen (13) responses from the following firms:

1. Carnahan, Proctor and Cross, Inc.
2. CPZ Architects, Inc.
3. HP Consultants Inc.
4. Keith and Associates, Inc. dba KEITH
5. Kimley-Horn and Associates, Inc.
6. Longitude Surveyors, LLC
7. Metric Engineering, Inc.
8. Professional Service Industries, Inc.
9. RE Chisholm Architects. Inc.
10. RADISE International, L.C.
11. Saltz Michelson Architects, Inc.
12. Solid Consulting Engineers, Inc.
13. Tierra South Florida, Inc.

Among the thirteen respondents, six (6) listed other services that can be provided utilizing their subcontractors. These firms are:

1. Carnahan, Proctor and Cross, Inc.
 - a. Subcontractors
 - i. Arehna Engineering Inc. -
GEOTECHNICAL ENGINEERING SERVICES
 - ii. BMA Consulting Engineering Inc -
STRUCTURAL ENGINEERING SERVICES
2. CPZ Architects, Inc.
 - a. Subcontractors
 - i. Chen Moore and Associates, Inc. -
GENERAL CIVIL ENGINEERING SERVICES - LANDSCAPE
ARCHITECTURAL SERVICES
 - ii. Terracon Consultants, Inc -
GEOTECHNICAL ENGINEERING SERVICES - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
 - iii. Stoner & Associates Inc. - LAND
SURVEYING SERVICES
 - iv. Muengineers, Inc. - STRUCTURAL
ENGINEERING SERVICES
 - v. CMS Construction Management Services
- COST ESTIMATING
3. Keith and Associates, Inc. dba KEITH
 - a. Subcontractors
 - i. The Chappell Group, Inc - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
4. Kimley-Horn and Associates, Inc.
 - a. Subcontractors
 - i. H2R Corp - GEOTECHNICAL

ENGINEERING SERVICES

ii. Stoner & Associates Inc. - LAND

SURVEYING SERVICES

iii. Smith Engineering Consultants, Inc.

-MECHANICAL ENGINEERING SERVICES

5. Saltz Michelson Architects, Inc.

a. Subcontractor

i. Keith and Associates, Inc. dba KEITH-

GENERAL CIVIL ENGINEERING SERVICES

LANDSCAPE ARCHITECTURAL SERVICES

6. Solid Consulting Engineers, Inc.

a. Subcontractors

i. Carnahan, Proctor and Cross, Inc.-

LAND SURVEYING SERVICES

ii. Azimuth 360 Consulting Group Inc.-

GIS/CAD Support

iii. Aerial Photography, Inc. - AERIAL

PHOTOS

On September 27, 2022, the Town's Selection and Negotiation Committee recommended that the Town enter into a contract with each of the thirteen *Submitter* for the *List of Services offered in the Bid* and approve vendor subcontractors. This council memorandum addresses the recommendation to award a contract for **General Civil Engineering Services, Water Treatment & Well Field Engineering Services, Construction Inspection and / or Construction Management, Land Surveying Services, GIS/CAD Support, and Aerial Photos** to: **Solid Consulting Engineers, Inc.**

The issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town's Procurement Code, the State of Florida's Consultant's Competitive Negotiation Act, and federal law.

Fiscal Impact/Analysis

Services will be performed on an as-needed basis, for Town Projects. As such projects are identified, it will be brought back to the Town Council for approval prior to the commencement of any work. Major Capital Improvement Projects (CIP) may require additional "procurement."

Staff Contact:

Venessa Redman, Senior Procurement and Budget Officer

Rod Ley, P.E., Public Works Director

Emily Aceti, Community Services Manager

Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Exhibit A to Council Memo	10/5/2022	Exhibit
Resolution - TA Approved	10/17/2022	Resolution
Exhibit A - RFP	10/5/2022	Exhibit
Exhibit A - RFP	10/5/2022	Exhibit
Exhibit B - Agreement	11/10/2022	Agreement
Exhibit B - Hourly Rates	10/12/2022	Exhibit

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Carnahan, Proctor and Cross, Inc.	Traffic Engineering Services, General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	Arehna Engineering Inc. - Geotechnical Engineering Services Sub BMA Consulting Engineering Inc - Structural Engineering Services
CPZ Architects, Inc.	Architectural Services	Chen Moore and Associates, Inc. - - General Civil Engineering Services - Landscape Architectural Services Terracon Consultants, Inc - - Geotechnical Engineering Services - General Environmental Engineering Services Stoner & Associates Inc. - Land Surveying Services Muengineers, Inc. - Structural Engineering Services CMS Construction Management Services – Cost Estimating
HP Consultants Inc.	Geotechnical Engineering	No Subcontractors
Keith and Associates, Inc. dba KEITH	General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	The Chappell Group, Inc - General Environmental Engineering Services
Kimley-Horn and Associates, Inc.	Traffic Engineering Services, General Civil Engineering Services, General Environmental Engineering Services, Landscape Architectural Services, Structural Engineering Services, Electrical Engineering Services	H2R Corp and Tierra South Florida, Inc. Geotechnical Engineering Services Stoner & Associates Inc. - Land Surveying Services Smith Engineering Consultants, Inc. – Mechanical Engineering Services

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Longitude Surveyors, LLC	Land Surveying	No Subcontractors
Metric Engineering, Inc.	General Environmental Engineering	No Subcontractors
Professional Service Industries, Inc.	Geotechnical Engineering Services, General Environmental Engineering Services, and Construction Materials Testing and Inspection	No Subcontractors
RE Chisholm Architects. Inc.	Architectural	No Subcontractors
RADISE International, L.C.	Geotechnical Engineering	No Subcontractors
Saltz Michelson Architects, Inc.	Architectural	Keith And Associates, Inc. DbA Keith-General Civil Engineering Services Landscape Architectural Services Johnson Structural Grp, Inc.- Structural Engineering Services Bildworx Design, LLC - Mechanical Engineering Services
Solid Consulting Engineers, Inc.	General Civil Engineering Services, Water Treatment & Well Field Engineering Services, Including Construction Inspection and / or Construction Management.	Carnahan, Proctor and Cross, Inc.- LAND SURVEYING SERVICES Azimuth 360 Consulting Group Inc.- GIS/CAD Support, Aerial Photography, Inc. - Aerial Photos
Tierra South Florida, Inc.	Geotechnical Engineering	No Subcontractors

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO SOLID CONSULTING ENGINEERS, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING GENERAL CIVIL ENGINEERING SERVICES, WATER TREATMENT & WELL FIELD ENGINEERING SERVICES, CONSTRUCTION INSPECTION AND/OR CONSTRUCTION MANAGEMENT, LAND SURVEYING SERVICES, GIS/CAD SUPPORT, AND AERIAL PHOTOS, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING SOLID CONSULTING ENGINEERS, INC. TO UTILIZE THE SERVICES OF CARNAHAN, PROCTOR AND CROSS, INC., AZIMUTH 360 CONSULTING GROUP INC., AND AERIAL PHOTOGRAPHY, INC. AS APPROVED SUBCONSULTANTS FOR SUCH WORK, AS OUTLINED IN ITS RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services; and

WHEREAS, on September 27, 2022, the Town's Selection and Negotiation Committee recommended that the Town enter into a contract with Solid Consulting Engineers, Inc. for various services including General Civil Engineering Services, Water Treatment & Well Field Engineering Services, Construction Inspection and / or Construction Management, Land Surveying Services, GIS/CAD Support, and Aerial Photography; and

WHEREAS, Solid Consulting Engineers, Inc. has advised the Town that it may be utilizing Carnahan, Proctor and Cross, Inc., Azimuth 360 Consulting Group Inc., and Aerial Photography, Inc. as subconsultants for such work; and

WHEREAS, services will be completed on an as-needed basis for Town Projects; and

WHEREAS, such services will come back to the Town Council for approval prior to the commencement of any work; and

WHEREAS, the issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town's Procurement Code, the State of Florida's Consultant's Competitive Negotiation Act, and federal law; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Selection and Negotiation Committee's selection of Solid Consulting Engineers, Inc. for General Civil Engineering Services, Water Treatment & Well Field Engineering Services, Construction Inspection and/or Construction Management, Land Surveying Services, GIS/CAD Support, and Aerial Photography as outlined in Solid Consulting Engineers, Inc.'s response to the Request for Letters of Interest attached hereto and incorporated herein as Exhibit "A".

Section 3. The Town Council hereby authorizes Solid Consulting Engineers, Inc. to engage Carnahan, Proctor and Cross, Inc., Azimuth 360 Consulting Group Inc., and Aerial Photography, Inc. as approved subconsultants for such work, as outlined in its response.

Section 4. The Town Council hereby approves awarding a Continuing Contract with Solid Consulting Engineers, Inc. as set for in Composite Exhibit "B", which has been attached hereto and has been incorporated herein by reference.

Section 5. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "B," and to make such nonmaterial modifications, additions, and/or deletions which are necessary and proper to effectuate the intent of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.181.01

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CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Continuing Contract for Professional Engineering Services ("CONTINUING CONTRACT") is made and entered into this ____ day of _____. 2022, by and between the Town of Southwest Ranches, Florida, hereinafter referred to as "TOWN", and Solid Consulting Engineers, Inc. a Florida Corporation licensed as an Authorized Professional Engineering Company, with the State of Florida under License NO. _____, and hereinafter referred to as "CONSULTANT".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RFQu No. 22-013, and adhered to the selection process pursuant to and in accordance with the Consultants' Competitive Negotiation Act, Florida Statute, 287.055 and the TOWN's Procurement Code; and,

WHEREAS, the TOWN desires to engage the CONSULTANT to perform certain professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT, as permitted by the Consultants' Competitive Negotiation Act; and,

WHEREAS, the CONSULTANT desires to provide such professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT; and,

WHEREAS, the TOWN represents that it has the authority to engage the CONSULTANT for the services set forth in RFQU 22-013, this CONTINUING CONTRACT, and as approved by the TOWN's Resolution No. _____.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this CONTINUING CONTRACT, it is mutually understood and agreed as follows:

The above Recitals are true and correct and are incorporated herein and made a part of this CONTINUING CONTRACT.

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

Standard of Care. All services rendered by CONSULTANT and its sub-consultants pursuant to this Continuing Contract will be performed in accordance with the standard of professional skill and care required for CONSULTANTS and other professionals retained to assist with, from commencement to finish of CONTINUING CONTRACT services of the projects contemplated by this Continuing Contract; provided, however, that no work

shall be performed unless and until a written work authorization is executed and the TOWN has issued a Notice to Proceed as to any of the projects. CONSULTANT will perform all services consistent with the interests of the TOWN and in accordance with the requirements of the State of Florida, including those promulgated by the South Florida Water Management District (“SFWMD”), the Central Broward Water Control District (“CBWCD”), South Broward Drainage District (“SBDD”), the Florida Department of Environmental Protection (“DEP”), the Florida Department of Transportation (“FDOT”), Broward County, Florida, the applicable edition of the Florida Building Code, with Broward County Amendments (“Florida Building Code”) and all other applicable codes, laws, regulations, ordinances, and all other applicable standards that govern the design and construction of projects under this Contract, including those of the Federal Emergency Management Agency (“FEMA”), the U.S. Army Corps of Engineers and the Environmental Protection Agency (“EPA”) as well as those requirements imposed by other governmental authorities having jurisdiction over the Town. CONSULTANT agrees to timely perform its services so as not to delay the projects under this CONTRACT, time being of the essence, and as set forth in the Notice to Proceed. The projects ("Project" or "Projects") which may be assigned to CONSULTANT, and subject of a Notice to Proceed, are those listed in RFQu 22-013, which is incorporated herein by reference.

1.1.1 Points of Contact.

The TOWN's Designated Point of Contact (or "Representative") shall be:

**Mr. Andrew D. Berns, Town Administrator, 954-434-0008,
aberns@southwestranches.org or his designee.**

The CONSULTANT's Designated Point of Contact shall be:

**Oswaldo Larrazabal, PE, Principal, 786-255-2869 (cell)
ossie@solidcel.com**

1.1.2 Licensing and Other Obligations of CONSULTANT. The CONSULTANT will provide appropriate documentation to the TOWN to demonstrate that it and all its sub-consultants are properly licensed to perform all services relative to this Continuing Contract.

1.1.2.1 A sub-consultant is a person or entity who the CONSULTANT has retained and who the CONSULTANT will pay to perform any of the services described in this Continuing Contract. Reasonable funds for such payment have been included as part of CONSULTANT's compensation under this Continuing Contract.

1.1.2.2 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees, or persons performing any of the services under this Continuing Contract.

1.1.2.3 The CONSULTANT shall have the sole obligation and responsibility to select, control and supervise all its sub-consultants. The CONSULTANT may not contract with anyone with whom the TOWN has a reasonable objection. Contracts between the CONSULTANT and the sub-consultants shall require each sub-consultant to be bound to the

CONSULTANT for all obligations and responsibilities which the CONSULTANT, by this Continuing Contract assumes toward the TOWN. This provision also applies to substitute sub-consultants hired during this Continuing Contract to replace existing sub-consultants in accordance with this Continuing Contract. The CONSULTANT shall retain responsibility for coordination of any sub-consultants engaged by the CONSULTANT to provide services under this Continuing Contract and will likewise coordinate its services with those sub-consultants retained by the TOWN. The TOWN agrees that all communications of the TOWN with the CONSULTANT's sub-consultants will be made through the CONSULTANT's Representative unless such sub-consultants have also been retained by the TOWN.

1.1.2.4 The CONSULTANT and its sub-consultants will perform, without expense to the TOWN, such services as may be required to correct or remedy any negligent act, error or omission of the CONSULTANT or its sub-consultants.

1.1.2.5 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees or persons performing any of the services under this Agreement.

1.1.2.6 The CONSULTANT shall have the sole obligation and responsibility to select, control, payment, and supervision of all its sub-consultants.

1.1.3 Conflicts of Interest. The CONSULTANT shall not engage in any activity, or accept any employment, receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the CONSULTANT's professional judgment with respect to this Continuing Contract.

ARTICLE 2 - TOWN-PROVIDED ITEMS

2.1 The TOWN's list of project requirements shall be provided to the CONSULTANT and shall be utilized by the CONSULTANT to prepare the Project Program.

2.2 The TOWN shall provide CONSULTANT with accurate and complete information. No information derived from the TOWN shall relieve the CONSULTANT from any risk or from fulfilling all terms of the Contract. The CONSULTANT shall be responsible for any additional investigations required to fulfill all the terms of the Contract.

2.3 Service Work Authorization and Notice to Proceed. For all services covered under this Continuing Contract, CONSULTANT shall be required to obtain an approved written Work Authorization and a written "Notice to Proceed" by the Town Administrator or his authorized representative, in advance of providing any such services to the Town. The written Work Authorization shall specify in detail the nature of the services requested, the lump sum or not to exceed cost to the TOWN for same (with actual cost to be fully substantiated by CONSULTANT upon completion), and the time frame for completion. All services performed by CONSULTANT without a written authorization from the TOWN shall be performed at CONSULTANT's sole cost and expense.

ARTICLE 3- FEES

3.1 Subject to the TOWN's issuance of a "Notice to Proceed" and individual written work orders, the TOWN shall pay the CONSULTANT the total compensation for the Project(s), in accordance with the total fee indicated in a Project fee schedule executed by both the TOWN and CONSULTANT, and which will be developed based upon the approved Rate and Fee Schedule. CONSULTANT's total compensation includes all fees, costs and expenses that may be incurred by the CONSULTANT to complete the design and construction administration of the Project, including, but not limited to, all professional services provided by or through the CONSULTANT, drawings, calculations and other documents, travel expenses and all other costs or expenses, for or related to the Project, as well as the time for performance. A Notice to Proceed shall not be issued by the TOWN until a Project fee schedule has been fully executed. Additionally, CONSULTANT shall not perform any services without individual written work orders which may be required to be provided by the Town Administrator, and in accordance with this Continuing Contract. Hourly rates for CONSULTANT's sub-consultants shall also be in accordance with the Rate and Fee Schedule.

3.2 Payment on account of services rendered, shall be made monthly, based on the percentage of completion of the Project, upon presentation of the CONSULTANT's invoice for same, along with a partial waiver and release from CONSULTANT indicating a release of all claims, including, but not limited to, equitable liens, through the last date of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the TOWN, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the TOWN to the CONSULTANT describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the CONSULTANT's Total Compensation shall be made within twenty (20) days of invoice receipt or as otherwise provided by Section 218.735(9), Florida Statute.

3.4 Payments due to CONSULTANT which remain unpaid for twenty (20) days after the invoice receipt and that have not been rejected (meet contract requirements), shall bear interest at the statutory rate of 2% as provided by Section 218.74(9), Florida Statute.

3.5 Payment for the CONSULTANT's services will be made in accordance with the Local Government Prompt Payment Act, Section 218.73, Florida Statute.

3.6 Purchasing Card (PCARD) Acceptance: The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the CONSULTANT, or the CONSULTANT's sub-consultants, may only be accomplished after execution of this Continuing Contract, without invalidating the Continuing Contract, by mutual agreement and execution of a written Change Order. CONSULTANT assumes all risks and responsibilities for performing all services on behalf of the TOWN for the amount determined in accordance with Article 3. The TOWN shall not be liable for any cost increases that may arise during the performance of services. Any adjustments to the services must be by written Change Order issued in accordance with the terms and conditions of this Continuing Contract. To the extent that CONSULTANT proceeds to perform additional services in excess of those services described in an executed Notice to Proceed that has been signed by the Town Administrator without an executed written Change Order issued in accordance with this Continuing Contract, such services shall be at CONSULTANT's own risk at no charge to TOWN.

ARTICLE 5 - OWNERSHIP OF DOCUMENTS

5.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT's sub-consultants are Instruments of Service. The CONSULTANT and the CONSULTANT's sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The TOWN shall have the right to use the Instruments of Service. The TOWN's right of use in accordance with this Paragraph specifically authorizes the TOWN to utilize the Instruments of Service to complete the Project as well as to perform alterations, repair, and additions to the Project. This right of use applies even if this Agreement is terminated. In that event, the TOWN will be entitled to continue to utilize the Instruments of Service and shall have the unrestricted right to use, reproduce and to make derivative works of the Instruments of Service to complete the Project as long as the TOWN has paid CONSULTANT for all fees associated only with the preparation of the Instruments of Service in accordance with this Continuing Contract. Should this Continuing Contract be terminated, CONSULTANT and its sub-consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract. However, the TOWN will, through an irrevocable, perpetual, royalty-free license, have the exclusive right to use the Instruments of Service, without restriction or limitation, to construct the buildings and improvements relative to this Project as well as repair, maintain or construct future additions to the Project. Upon the TOWN's request, the CONSULTANT and its sub-consultants will furnish to the TOWN, copies, including reproducible copies, electronic data and computer files of the Drawings and Specifications and other Instruments of Service.

5.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the TOWN's or CONSULTANT's rights.

5.3 CONSULTANT represents and warrants to TOWN that it is the owner of all Instruments of Service prepared by itself and has the sole authority to grant TOWN use provisions of these Instruments of Service in accordance with this Agreement. With respect to Instruments of Service for the Project owned by CONSULTANT's sub-consultants, CONSULTANT, in its agreement with such sub-consultants to provide services for this Project, shall cause such sub-consultants to grant to the TOWN the same use provisions as are included herein.

ARTICLE 6 - TERM OF CONTRACT

6. The continuing contract for professional CONTINUING CONTRACT services shall have a term of five (5) years, with five (5), one (1) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the Town Administrator.

ARTICLE 7 - TERMINATION

7.1 Termination by Town for Convenience. This Continuing Contract may be terminated by the Town for convenience upon at least thirty days' written notice to the CONSULTANT. Under such conditions, CONSULTANT will only be entitled to receive compensation for services rendered that are specifically within the services for which the Town Administrator has, in writing, authorized CONSULTANT to proceed and only up through the date that is no later than thirty days after the date written notice for such termination for convenience is issued by the TOWN to CONSULTANT. CONSULTANT will be able to recover for its work performed; actual cost and expenses; and fair and reasonable sums for overhead and profit for work performed. Upon receipt of a notice of termination for convenience by the TOWN, the CONSULTANT will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due CONSULTANT from the TOWN pursuant to this Paragraph

7.2 Default by CONSULTANT. In addition to defaults resulting from the CONSULTANT's failure to strictly comply with any term, condition, or agreement set forth herein, the CONSULTANT shall be in default under this Continuing Contract if:

- A. The CONSULTANT ceases to carry the insurance required hereunder or the insurance is cancelled.
- B. A default should occur in the performance of any sub-consultant or contractor employed by the CONSULTANT and not corrected by CONSULTANT or another replacement sub-consultant or contractor employed by CONSULTANT within ten (10) days after notice from the TOWN.
- C. The CONSULTANT fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.
- D. The CONSULTANT fails to timely (30 days) pay any sub-consultant or contractor employed by the CONSULTANT.

Notwithstanding the foregoing, CONSULTANT shall have the right to contest disputed invoices in good faith, without being in default of this Continuing Contract, but will bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith within ten (10) days of the date of recording of such lien.

- E. The CONSULTANT fails to correct any error or material inconsistency in its or its sub-consultants Drawings and Specifications or other Instruments of Service within ten (10) days after such error or material inconsistency is reported to the CONSULTANT.
- F. The CONSULTANT fails to perform its obligations under this Continuing Contract in a timely and expeditious manner within ten (10) days after notice from the TOWN.

7.3 TOWN'S Compensation for Default by CONSULTANT. In the event of termination due to the fault of the CONSULTANT under this Continuing Contract, the TOWN shall be compensated for all reasonable costs and expenses including reasonable attorneys' fees and costs incurred in connection with replacing the CONSULTANT hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement CONSULTANT and the completion of the CONSULTANT services hereunder. This is not intended to limit the TOWN's rights or ability to recover damages in the event of a breach by the CONSULTANT under this Continuing Contract. Additionally, the TOWN shall have the right to use the CONSULTANT 's Drawings, Specifications, and other Instruments of Service in the event of a default by the CONSULTANT, regardless of the payment status for such Instruments of Service.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Governing Law, Jurisdiction, Venue and Attorney's Fees. In the event of any action, litigation, or proceedings of any type regarding or relating to performance of this Continuing Contract, the prevailing party shall be entitled to recover its reasonable costs, expert's fees and attorney's fees at all hearings, trials, bankruptcy, and appellate levels. All disputes pursuant to this Continuing Contract shall be first subject to mediation in Broward County with a mutually agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional CONTINUING CONTRACT services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation shall be filed in a court of competent jurisdiction and the sole and exclusive venue shall be in Broward County, Florida. This Continuing Contract shall be governed by the laws of the State of Florida. Mediation shall be conducted within sixty (60) days of either Party's written request. The parties shall share, 50/50, the cost of the mediator.

8.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, CONSULTANT AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY

HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS CONTINUING CONTRACT.

8.3 Insurance Coverages and Minimum Amounts. CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at least one (1) year beyond its completion a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

8.3.1 Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

8.3.2 Worker's Compensation and Employer's Liability Insurance for all employees of the CONSULTANT engaged in services under the Contract in accordance with the laws of the State of Florida. CONSULTANT hereby agrees to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

8.3.3 (Comprehensive) Commercial General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage at \$2,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability annual aggregate:

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted, and;
7. Explosion, collapse, underground coverage (X-C-U)

8.3.4 Comprehensive Automobile Liability Insurance. for all owned, non-owned and hired automobiles and other vehicles used by CONSULTANT in the performance of services pursuant to this Contract with the following minimum limits of liability: \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

8.3.5 Aggregate Limits. Commercial General Liability shall be \$2,000,000.

***All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator.
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

All notifications shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

CONSULTANT is required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding.

84 Indemnification. To the fullest extent permitted by Florida Statute, Section 725.08, CONSULTANT shall indemnify, hold harmless the TOWN, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of the CONSULTANT or its sub-consultants, agents, officers, employees or independent contractors pursuant to the Continuing Contract, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the CONSULTANT and/or its sub-consultants, agents, or employees in the performance of the operations or services under the Continuing Contract.

8.4.1 Errors and Omissions:

The CONSULTANT to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance, and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and sub-contractors), within the specified time period and specified cost. The CONSULTANT shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient CONSULTANT with respect to the disciplines required for the

performance of the Work in the State of Florida. The CONSULTANT is responsible for and represents that the Work conforms to TOWN'S requirements as set forth in this Agreement. The CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the TOWN may have, the CONSULTANT shall, at its expense, re-perform the services to correct any deficiencies, which result from the CONSULTANT'S failure to perform in accordance with the above standards. The TOWN shall notify the CONSULTANT in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN'S inspection, review, approval, or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the CONSULTANT or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the TOWN 'S rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The CONSULTANT and its sub-consultants and subcontractors shall be and remain liable to the TOWN in accordance with applicable law for all damages to TOWN caused by any failure of the CONSULTANT or its sub-consultants and subcontractors to comply with the terms and conditions of this Agreement or by the CONSULTANT'S or sub-consultants' or subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors, or omissions in the performance of this Agreement. With respect to the performance of Work by sub-consultants and subcontractors, the CONSULTANT shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

85 Patent and Copyright Indemnification. CONSULTANT agrees to indemnify, defend, save, and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities, and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other such work in connection with the performance of the Continuing Contract.

86 Successors and Assigns. This Continuing Contract is binding upon the parties hereto, their successors and assigns and replaces, provided, however, neither party shall assign or transfer any interest in this Continuing Contract without the written consent of the other party.

87 No Damage for Delays by TOWN. CONSULTANT's sole remedy for any (i) delay in the commencement, prosecution, or completion of its services, (ii) hindrance or obstruction in performance of its services, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this subparagraph as "delays"), whether or not such delays are foreseeable, shall be non-compensable. TOWN shall act reasonably in granting extensions of time to the CONSULTANT. All extensions to the time for performance shall be authorized only by written Change Order executed by the TOWN and CONSULTANT. In no event shall the CONSULTANT be entitled to any other compensation or recovery of any damages under or pursuant to this subparagraph in connection with any delay, including, without limitation, consequential damages, lost

opportunity costs, impact damages or other similar remuneration.

88 Audit and Inspection Rights and Retention of Records by CONSULTANT. The TOWN shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Continuing Contract. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Continuing Contract. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Continuing Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination or expiration of this Continuing Contract, unless CONSULTANT is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry. In addition, CONSULTANT shall respond to the reasonable inquiries of success or CONSULTANTs, if any, and allow successor CONSULTANTs to receive working papers relating to matters of continuing significance. In addition, CONSULTANT shall provide a complete copy of *all* working papers including electronic files to the TOWN, prior to final payment by the TOWN under this Continuing Contract.

89 Performance During Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute noticed in writing between the TOWN and the CONSULTANT, the CONSULTANT and, if applicable, its sub-consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms of this Continuing Contract so long as the CONSULTANT receives payment for the matter(s) not in dispute.

8.10 TOWN's Review of Documents. Review and approval of documents or submittals by the TOWN shall be for general design compliance and approval of such submittals shall not relieve the CONSULTANT of any responsibility or liability hereunder.

8.11 Entire Agreement. This Continuing Contract is deemed effective only upon execution by both parties. Additionally, this written Continuing Contract represents the entire and integrated agreement between the TOWN and the CONSULTANT and supersedes all prior negotiations or agreements, either written or oral. This Continuing Contract may be amended only if agreed to by both parties, in writing. Pursuant to Florida Statute, Section 287.055, this Continuing Contract may be terminated in accordance with Sections 6 and 7 hereof.

8.12 Invalid Provisions. Any term or provision of this Continuing Contract found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this Continuing Contract shall remain in full force and effect.

8.13 Non-Discrimination. During the performance of this contract, the CONSULTANT agrees to remain in full compliance with State and Federal laws pertaining to the hiring and firing of all employees including, but not limited as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor in all solicitations will ensure that all applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(4) The contractor will include the portion of the sentence immediately preceding paragraph (1) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by equal opportunity with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8.14 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8.15 Access to Records. The following access to records requirements applies to this contract:

(1) The CONSULTANT agrees to provide Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Town and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8.16 Sovereign Immunity. Nothing in this Continuing Contract is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida law and statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

8.17 NO Third-Party Beneficiaries. This Continuing Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Continuing Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

8.18 Funding. The obligation of TOWN for payment to CONSULTANT for services is limited by Florida law to the availability of funds appropriated in a current fiscal period and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

8.19 Manner of Performance. CONSULTANT agrees to perform its services in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations, and codes. CONSULTANT agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. CONSULTANT agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. CONSULTANT further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Continuing Contract. Failure of CONSULTANT to comply with this paragraph shall constitute a material breach of this Continuing Contract.

8.20 Public Records. The TOWN is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Firm acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to TOWN's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law.

CONSULTANT agrees to maintain public records in CONSULTANT's possession or control in connections with CONSULTANT's performance under this agreement and to provide the public with access to public records in accordance with the record maintenance, production and codes requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONSULTANT shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by TOWN.

821 Public Entity Crimes. In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform services as an CONSULTANT, contractor, supplier, or subcontractor, under a contract with TOWN, and may not conduct business with TOWN for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in TOWN's immediate termination of this Continuing Contract.

822 Changes and Modification of Continuing Contract. TOWN and CONSULTANT may request changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Continuing Contract. Such changes only become part of this Continuing Contract and increase, decrease or otherwise modify the services under this Continuing Contract if evidenced by a written Change Order executed by TOWN and CONSULTANT, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

823 False Claims. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

824 No Waiver of Rights. Neither the TOWN's review, approval or payment for any of the services required under this Continuing Contract shall be construed to operate as a waiver of any of TOWN's rights under this Continuing Contract or of any causes of action arising out CONSULTANT's performance of the services under this Continuing Contract, and CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT's negligent or improper performance of any of the services furnished under this Continuing Contract, irrespective of the TOWN's review, approval or payment for any of the services under this Continuing Contract. The rights and remedies of the TOWN provided for under this Continuing Contract are in addition to all other rights and remedies provided to TOWN by law.

825 Gender. Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

826 Time is of the Essence. Time is of the essence for all of CONSULTANT's obligations under this Continuing Contract.

827 Days. The terms "days" as referenced in this Continuing Contract shall mean consecutive calendar days, unless specifically stated to be "workdays."

828 Equal Opportunity Employment.

A. CONSULTANT will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, religion, gender, color or national origin. Such action must include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause included in section 8.13 of this Continuing Contract.

B. CONSULTANT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

C. CONSULTANT shall comply with Copeland Anti-Kickback Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR Part 3).

D. CONSULTANT shall comply with the Contract Work Hours and Safety Standards Act (40 US 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

829 Notice. Notices shall be given by Certified Mail (RRR), recognized overnight delivery service with tracking receipt, or hand delivery or courier with signed receipt. Notices shall be given to the following addresses:

AS TO TOWN:

Andrew D. Berns
Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

AS TO ENGINEER:

Solid Consulting Engineers, Inc.
14400 Pedigree LN
Southwest Ranches, FL 33330

With a copy to the Town Attorney:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

830 Independent Contractor. CONSULTANT is an independent contractor of TOWN under this Continuing Contract. In providing services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the services rendered under this Continuing Contract shall be exclusively and solely those of CONSULTANT. This Continuing Contract shall not constitute or make the TOWN and CONSULTANT a

partnership or joint venture.

831 Conflicts. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently, recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Continuing Contract.

A. CONSULTANT agrees that none of its officers or employees shall, during the term of this Continuing Contract, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

B. In the event CONSULTANT is permitted to utilize sub-consultants or subcontractors to perform any services required by this Continuing Contract, CONSULTANT agrees to prohibit such sub-consultants or subcontractors, by written contract, from having any conflicts within the meaning of this Section.

832 Contingency Fee. 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 Continuing Contract 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 Continuing Contract. For a breach or violation of this provision, TOWN shall have the right to terminate this Continuing Contract without liability and, at its discretion, to deduct from the Continuing Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

833 Materiality and Waiver of Breach. TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Continuing Contract and, therefore, is a material term hereof. TOWN's failure to enforce any provision of this Continuing Contract shall not be deemed a waiver of such provision or modification of this Continuing Contract. A waiver of any breach of a provision of this Continuing Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

834 Joint Preparation. The TOWN and CONSULTANT both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Continuing Contract has been their joint effort. The language

agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

835 Drug-Free Workplace. CONSULTANT shall maintain a drug-free workplace.

836 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Continuing Contract.

837 Binding Authority. Each person 'Signing this Continuing Contract on behalf of either party individually warrants that he or she has full legal power to execute this Continuing Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Continuing Contract.

838 Truth-in-Negotiation Certificate. Signature of this Continuing Contract 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 Continuing Contract are accurate, complete, and current at the time of contracting.

839 Scrutinized Companies. Pursuant to Florida Statute Sec. 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Syria or Cuba.

840 E-Verify

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches.

Should Vendor become the successful Contractor awarded these services, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Town for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2022.

WITNESSES:

CONSULTANT:

SOLID CONSULTING ENGINEERS, INC.

By: _____
Oswaldo Larrazabal, PE, Principal
____ day of _____ 2022

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor
____ day of _____ 2022

WITNESSES:

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2022

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.193.01

FEE SCHEDULE

Project No: Town of Southwest Ranches, RFQu 22-013
 Project Title: CEI Services for the Town of Southwest Ranches
 Firm: Solid Consulting Engineers, Inc.

TITLE	BILLING RATE (\$/HR)
CEI Senior Project Engineer	\$212.00
CEI Project Administrator / CEI Project Engineer	\$147.87
CEI Senior Inspector/ Senior Engineer Intern	\$101.31
CEI Inspector / Engineer Intern	\$82.07
CEI Inspector's Aide	\$55.65
CEI Res Compliance Specialist	\$72.19
CEI Secretary/Clerk	\$60.29

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
David Kuczenski, *Council Member*

Andrew D. Berns, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/17/2022
SUBJECT: Award of Continuing Contract to Tierra South Florida, Inc. for Geotechnical Engineering Services

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

On June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services. These services include:

General Civil Engineering Services; Traffic Engineering Services; Geotechnical Engineering Services; Land Surveying Services; Water Treatment & Well Field Engineering Services; General Environmental Engineering Services; Architectural Services; Landscape Architectural Services; Structural Engineering Services; Electrical Engineering Services; and Mechanical Engineering Services. (Exhibit "A")

On July 27, 2022, the Town received thirteen (13) responses from the following firms:

1. Carnahan, Proctor and Cross, Inc.
2. CPZ Architects, Inc.
3. HP Consultants Inc.
4. Keith and Associates, Inc. dba KEITH
5. Kimley-Horn and Associates, Inc.
6. Longitude Surveyors, LLC
7. Metric Engineering, Inc.
8. Professional Service Industries, Inc.
9. RE Chisholm Architects. Inc.
10. RADISE International, L.C.
11. Saltz Michelson Architects, Inc.
12. Solid Consulting Engineers, Inc.
13. Tierra South Florida, Inc.

Among the thirteen respondents, six (6) listed other services that can be provided utilizing their subcontractors. These firms are:

1. Carnahan, Proctor and Cross, Inc.
 - a. Subcontractors
 - i. Arehna Engineering Inc. -
 GEOTECHNICAL ENGINEERING SERVICES
 - ii. BMA Consulting Engineering Inc -
 STRUCTURAL ENGINEERING SERVICES
2. CPZ Architects, Inc.
 - a. Subcontractors
 - i. Chen Moore and Associates, Inc. -
 GENERAL CIVIL ENGINEERING SERVICES - LANDSCAPE
 ARCHITECTURAL SERVICES
 - ii. Terracon Consultants, Inc -
 GEOTECHNICAL ENGINEERING SERVICES - GENERAL
 ENVIRONMENTAL ENGINEERING SERVICES
 - iii. Stoner & Associates Inc. - LAND
 SURVEYING SERVICES
 - iv. Muengineers, Inc. - STRUCTURAL
 ENGINEERING SERVICES
 - v. CMS Construction Management Services
 – COST ESTIMATING
3. Keith and Associates, Inc. dba KEITH
 - a. Subcontractors
 - i. The Chappell Group, Inc - GENERAL
 ENVIRONMENTAL ENGINEERING SERVICES
4. Kimley-Horn and Associates, Inc.
 - a. Subcontractors
 - i. H2R Corp - GEOTECHNICAL
 ENGINEERING SERVICES
 - ii. Stoner & Associates Inc. - LAND

SURVEYING SERVICES

iii. Smith Engineering Consultants, Inc.

-MECHANICAL ENGINEERING SERVICES

5. Saltz Michelson Architects, Inc.

a. Subcontractor

i. Keith and Associates, Inc. dba KEITH-

GENERAL CIVIL ENGINEERING SERVICES

LANDSCAPE ARCHITECTURAL SERVICES

6. Solid Consulting Engineers, Inc.

a. Subcontractors

i. Carnahan, Proctor and Cross, Inc.-

LAND SURVEYING SERVICES

ii. Azimuth 360 Consulting Group Inc.-

GIS/CAD Support

iii. Aerial Photography, Inc. - AERIAL

PHOTOS

On September 27, 2022, the Town’s Selection and Negotiation Committee recommended that the Town enter into a contract with each of the thirteen *Submitter* for the *List of Services offered in the Bid* and approve vendor subcontractors. This council memorandum addresses the recommendation to award a contract for **Geotechnical Engineering Services** to: **Tierra South Florida, Inc.**

The issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town’s Procurement Code, the State of Florida’s Consultant’s Competitive Negotiation Act, and federal law.

Fiscal Impact/Analysis

Services will be performed on an as-needed basis, for Town Projects. As such projects are identified, it will be brought back to the Town Council for approval prior to the commencement of any work. Major Capital Improvement Projects (CIP) may require additional “procurement.”

Staff Contact:

Venessa Redman, Senior Procurement and Budget Officer
Rod Ley, P.E., Public Works Director
Emily Aceti, Community Services Manager
Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Exhibit A to Council Memo	10/5/2022	Exhibit
Resolution - TA Approved	10/4/2022	Resolution
Exhibit A - RFP	10/5/2022	Exhibit

Exhibit B - Agreement
Exhibit B - Hourly Rates

11/10/2022 Agreement
10/10/2022 Exhibit

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Carnahan, Proctor and Cross, Inc.	Traffic Engineering Services, General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	Arehna Engineering Inc. - Geotechnical Engineering Services Sub BMA Consulting Engineering Inc - Structural Engineering Services
CPZ Architects, Inc.	Architectural Services	Chen Moore and Associates, Inc. - - General Civil Engineering Services - Landscape Architectural Services Terracon Consultants, Inc - - Geotechnical Engineering Services - General Environmental Engineering Services Stoner & Associates Inc. - Land Surveying Services Muengineers, Inc. - Structural Engineering Services CMS Construction Management Services – Cost Estimating
HP Consultants Inc.	Geotechnical Engineering	No Subcontractors
Keith and Associates, Inc. dba KEITH	General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	The Chappell Group, Inc - General Environmental Engineering Services
Kimley-Horn and Associates, Inc.	Traffic Engineering Services, General Civil Engineering Services, General Environmental Engineering Services, Landscape Architectural Services, Structural Engineering Services, Electrical Engineering Services	H2R Corp and Tierra South Florida, Inc. Geotechnical Engineering Services Stoner & Associates Inc. - Land Surveying Services Smith Engineering Consultants, Inc. – Mechanical Engineering Services

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Longitude Surveyors, LLC	Land Surveying	No Subcontractors
Metric Engineering, Inc.	General Environmental Engineering	No Subcontractors
Professional Service Industries, Inc.	Geotechnical Engineering Services, General Environmental Engineering Services, and Construction Materials Testing and Inspection	No Subcontractors
RE Chisholm Architects. Inc.	Architectural	No Subcontractors
RADISE International, L.C.	Geotechnical Engineering	No Subcontractors
Saltz Michelson Architects, Inc.	Architectural	Keith And Associates, Inc. DbA Keith-General Civil Engineering Services Landscape Architectural Services Johnson Structural Grp, Inc.- Structural Engineering Services Bildworx Design, LLC - Mechanical Engineering Services
Solid Consulting Engineers, Inc.	General Civil Engineering Services, Water Treatment & Well Field Engineering Services, Including Construction Inspection and / or Construction Management.	Carnahan, Proctor and Cross, Inc.- LAND SURVEYING SERVICES Azimuth 360 Consulting Group Inc.- GIS/CAD Support, Aerial Photography, Inc. - Aerial Photos
Tierra South Florida, Inc.	Geotechnical Engineering	No Subcontractors

RESOLUTION NO. 2023-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO TIERRA SOUTH FLORIDA, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST RELATING TO GEOTECHNICAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services; and

WHEREAS, on September 27, 2022, the Town's Selection and Negotiation Committee recommended that the Town enter into a contract with Tierra South Florida, Inc. for Geotechnical Engineering Services; and

WHEREAS, services will be completed on an as-needed basis for Town Projects; and

WHEREAS, in the event that such services exceed the thresholds stated within the Town's Procurement Code, such services will come back to the Town Council for approval prior to the commencement of any work; and

WHEREAS, the issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town's Procurement Code, the State of Florida's Consultant's Competitive Negotiation Act, and federal law; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Selection and Negotiation Committee's selection of Tierra South Florida, Inc. for Geotechnical Engineering Services as outlined in Tierra South Florida, Inc.'s response to the Request for Letters of Interest attached hereto and incorporated herein as Exhibit "A".

Section 3. The Town Council hereby approves awarding a Continuing Contract with Tierra South Florida, Inc. as set for in Composite Exhibit "B", which has been attached hereto and has been incorporated herein by reference.

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "B," and to make such nonmaterial modifications, additions, and/or deletions which are necessary and proper to effectuate the intent of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.162.01

CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Continuing Contract for Professional Engineering Services ("CONTINUING CONTRACT") is made and entered into this ____ day of _____. 2022, by and between the Town of Southwest Ranches, Florida, hereinafter referred to as "TOWN", and Tierra South Florida, Inc., a Florida Corporation licensed as an Authorized Professional Engineering Company, with the State of Florida under License NO. _____, and hereinafter referred to as "CONSULTANT".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RFQu No. 22-013, and adhered to the selection process pursuant to and in accordance with the Consultants' Competitive Negotiation Act, Florida Statute, 287.055 and the TOWN's Procurement Code; and,

WHEREAS, the TOWN desires to engage the CONSULTANT to perform certain professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT, as permitted by the Consultants' Competitive Negotiation Act; and,

WHEREAS, the CONSULTANT desires to provide such professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT; and,

WHEREAS, the TOWN represents that it has the authority to engage the CONSULTANT for the services set forth in RFQU 22-013, this CONTINUING CONTRACT, and as approved by the TOWN's Resolution No. _____.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this CONTINUING CONTRACT, it is mutually understood and agreed as follows:

The above Recitals are true and correct and are incorporated herein and made a part of this CONTINUING CONTRACT.

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

Standard of Care. All services rendered by CONSULTANT and its sub-consultants pursuant to this Continuing Contract will be performed in accordance with the standard of professional skill and care required for CONSULTANTS and other professionals retained to assist with, from commencement to finish of CONTINUING CONTRACT services of the projects contemplated by this Continuing Contract; provided, however, that no work shall be performed unless and until a written work authorization is executed and the

TOWN has issued a Notice to Proceed as to any of the projects. CONSULTANT will perform all services consistent with the interests of the TOWN and in accordance with the requirements of the State of Florida, including those promulgated by the South Florida Water Management District (“SFWMD”), the Central Broward Water Control District (“CBWCD”), South Broward Drainage District (“SBDD”), the Florida Department of Environmental Protection (“DEP”), the Florida Department of Transportation (“FDOT”), Broward County, Florida, the applicable edition of the Florida Building Code, with Broward County Amendments (“Florida Building Code”) and all other applicable codes, laws, regulations, ordinances, and all other applicable standards that govern the design and construction of projects under this Contract, including those of the Federal Emergency Management Agency (“FEMA”), the U.S. Army Corps of Engineers and the Environmental Protection Agency (“EPA”) as well as those requirements imposed by other governmental authorities having jurisdiction over the Town. CONSULTANT agrees to timely perform its services so as not to delay the projects under this CONTRACT, time being of the essence, and as set forth in the Notice to Proceed. The projects ("Project" or "Projects") which may be assigned to CONSULTANT, and subject of a Notice to Proceed, are those listed in RFQu 22-013, which is incorporated herein by reference.

1.1.1 Points of Contact.

The TOWN's Designated Point of Contact (or "Representative") shall be:

**Mr. Andrew D. Berns, Town Administrator, 954-434-0008,
aberns@southwestbranches.org or his designee.**

The CONSULTANT's Designated Point of Contact shall be:

**Raj Krishnasamy, PE, Principal, 561-719-6902 (cell) 561-687-8538
raj@tsfgeo.com**

1.1.2 Licensing and Other Obligations of CONSULTANT. The CONSULTANT will provide appropriate documentation to the TOWN to demonstrate that it and all its sub-consultants are properly licensed to perform all services relative to this Continuing Contract.

1.1.2.1 A sub-consultant is a person or entity who the CONSULTANT has retained and who the CONSULTANT will pay to perform any of the services described in this Continuing Contract. Reasonable funds for such payment have been included as part of CONSULTANT's compensation under this Continuing Contract.

1.1.2.2 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees, or persons performing any of the services under this Continuing Contract.

1.1.2.3 The CONSULTANT shall have the sole obligation and responsibility to select, control and supervise all its sub-consultants. The CONSULTANT may not contract with anyone with whom the TOWN has a reasonable objection. Contracts between the CONSULTANT and the sub-consultants shall require each sub-consultant to be bound to the CONSULTANT for all obligations and responsibilities which the CONSULTANT, by this

Continuing Contract assumes toward the TOWN. This provision also applies to substitute sub-consultants hired during this Continuing Contract to replace existing sub-consultants in accordance with this Continuing Contract. The CONSULTANT shall retain responsibility for coordination of any sub-consultants engaged by the CONSULTANT to provide services under this Continuing Contract and will likewise coordinate its services with those sub-consultants retained by the TOWN. The TOWN agrees that all communications of the TOWN with the CONSULTANT's sub-consultants will be made through the CONSULTANT's Representative unless such sub-consultants have also been retained by the TOWN.

1.1.2.4 The CONSULTANT and its sub-consultants will perform, without expense to the TOWN, such services as may be required to correct or remedy any negligent act, error or omission of the CONSULTANT or its sub-consultants.

1.1.2.5 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees or persons performing any of the services under this Agreement.

1.1.2.6 The CONSULTANT shall have the sole obligation and responsibility to select, control, payment, and supervision of all its sub-consultants.

1.1.3 Conflicts of Interest. The CONSULTANT shall not engage in any activity, or accept any employment, receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the CONSULTANT's professional judgment with respect to this Continuing Contract.

ARTICLE 2 - TOWN-PROVIDED ITEMS

2.1 The TOWN's list of project requirements shall be provided to the CONSULTANT and shall be utilized by the CONSULTANT to prepare the Project Program.

2.2 The TOWN shall provide CONSULTANT with accurate and complete information. No information derived from the TOWN shall relieve the CONSULTANT from any risk or from fulfilling all terms of the Contract. The CONSULTANT shall be responsible for any additional investigations required to fulfill all the terms of the Contract.

2.3 Service Work Authorization and Notice to Proceed. For all services covered under this Continuing Contract, CONSULTANT shall be required to obtain an approved written Work Authorization and a written "Notice to Proceed" by the Town Administrator or his authorized representative, in advance of providing any such services to the Town. The written Work Authorization shall specify in detail the nature of the services requested, the lump sum or not to exceed cost to the TOWN for same (with actual cost to be fully substantiated by CONSULTANT upon completion), and the time frame for completion. All services performed by CONSULTANT without a written authorization from the TOWN shall be performed at CONSULTANT's sole cost and expense.

ARTICLE 3- FEES

3.1 Subject to the TOWN's issuance of a "Notice to Proceed" and individual written work orders, the TOWN shall pay the CONSULTANT the total compensation for the Project(s), in accordance with the total fee indicated in a Project fee schedule executed by both the TOWN and CONSULTANT, and which will be developed based upon the approved Rate and Fee Schedule. CONSULTANT's total compensation includes all fees, costs and expenses that may be incurred by the CONSULTANT to complete the design and construction administration of the Project, including, but not limited to, all professional services provided by or through the CONSULTANT, drawings, calculations and other documents, travel expenses and all other costs or expenses, for or related to the Project, as well as the time for performance. A Notice to Proceed shall not be issued by the TOWN until a Project fee schedule has been fully executed. Additionally, CONSULTANT shall not perform any services without individual written work orders which may be required to be provided by the Town Administrator, and in accordance with this Continuing Contract. Hourly rates for CONSULTANT's sub-consultants shall also be in accordance with the Rate and Fee Schedule.

3.2 Payment on account of services rendered, shall be made monthly, based on the percentage of completion of the Project, upon presentation of the CONSULTANT's invoice for same, along with a partial waiver and release from CONSULTANT indicating a release of all claims, including, but not limited to, equitable liens, through the last date of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the TOWN, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the TOWN to the CONSULTANT describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the CONSULTANT's Total Compensation shall be made within twenty (20) days of invoice receipt or as otherwise provided by Section 218.735(9), Florida Statute.

3.4 Payments due to CONSULTANT which remain unpaid for twenty (20) days after the invoice receipt and that have not been rejected (meet contract requirements), shall bear interest at the statutory rate of 2% as provided by Section 218.74(9), Florida Statute.

3.5 Payment for the CONSULTANT's services will be made in accordance with the Local Government Prompt Payment Act, Section 218.73, Florida Statute.

3.6 Purchasing Card (PCARD) Acceptance: The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the CONSULTANT, or the CONSULTANT's sub-consultants, may only be accomplished after execution of this Continuing Contract, without invalidating the Continuing Contract, by mutual agreement and execution of a written Change Order. CONSULTANT assumes all risks and responsibilities for performing all services on behalf of the TOWN for the amount determined in accordance with Article 3. The TOWN shall not be liable for any cost increases that may arise during the performance of services. Any adjustments to the services must be by written Change Order issued in accordance with the terms and conditions of this Continuing Contract. To the extent that CONSULTANT proceeds to perform additional services in excess of those services described in an executed Notice to Proceed that has been signed by the Town Administrator without an executed written Change Order issued in accordance with this Continuing Contract, such services shall be at CONSULTANT's own risk at no charge to TOWN.

ARTICLE 5 - OWNERSHIP OF DOCUMENTS

5.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT's sub-consultants are Instruments of Service. The CONSULTANT and the CONSULTANT's sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The TOWN shall have the right to use the Instruments of Service. The TOWN's right of use in accordance with this Paragraph specifically authorizes the TOWN to utilize the Instruments of Service to complete the Project as well as to perform alterations, repair, and additions to the Project. This right of use applies even if this Agreement is terminated. In that event, the TOWN will be entitled to continue to utilize the Instruments of Service and shall have the unrestricted right to use, reproduce and to make derivative works of the Instruments of Service to complete the Project as long as the TOWN has paid CONSULTANT for all fees associated only with the preparation of the Instruments of Service in accordance with this Continuing Contract. Should this Continuing Contract be terminated, CONSULTANT and its sub-consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract. However, the TOWN will, through an irrevocable, perpetual, royalty-free license, have the exclusive right to use the Instruments of Service, without restriction or limitation, to construct the buildings and improvements relative to this Project as well as repair, maintain or construct future additions to the Project. Upon the TOWN's request, the CONSULTANT and its sub-consultants will furnish to the TOWN, copies, including reproducible copies, electronic data and computer files of the Drawings and Specifications and other Instruments of Service.

5.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the TOWN's or CONSULTANT's rights.

5.3 CONSULTANT represents and warrants to TOWN that it is the owner of all Instruments of Service prepared by itself and has the sole authority to grant TOWN use provisions of these Instruments of Service in accordance with this Agreement. With respect to Instruments of Service for the Project owned by CONSULTANT's sub-consultants, CONSULTANT, in its agreement with such sub-consultants to provide services for this Project, shall cause such sub-consultants to grant to the TOWN the same use provisions as are included herein.

ARTICLE 6 - TERM OF CONTRACT

6. The continuing contract for professional CONTINUING CONTRACT services shall have a term of five (5) years, with five (5), one (1) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the Town Administrator.

ARTICLE 7 - TERMINATION

7.1 Termination by Town for Convenience. This Continuing Contract may be terminated by the Town for convenience upon at least thirty days' written notice to the CONSULTANT. Under such conditions, CONSULTANT will only be entitled to receive compensation for services rendered that are specifically within the services for which the Town Administrator has, in writing, authorized CONSULTANT to proceed and only up through the date that is no later than thirty days after the date written notice for such termination for convenience is issued by the TOWN to CONSULTANT. CONSULTANT will be able to recover for its work performed; actual cost and expenses; and fair and reasonable sums for overhead and profit for work performed. Upon receipt of a notice of termination for convenience by the TOWN, the CONSULTANT will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due CONSULTANT from the TOWN pursuant to this Paragraph

7.2 Default by CONSULTANT. In addition to defaults resulting from the CONSULTANT's failure to strictly comply with any term, condition, or agreement set forth herein, the CONSULTANT shall be in default under this Continuing Contract if:

- A. The CONSULTANT ceases to carry the insurance required hereunder or the insurance is cancelled.
- B. A default should occur in the performance of any sub-consultant or contractor employed by the CONSULTANT and not corrected by CONSULTANT or another replacement sub-consultant or contractor employed by CONSULTANT within ten (10) days after notice from the TOWN.
- C. The CONSULTANT fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.
- D. The CONSULTANT fails to timely (30 days) pay any sub-consultant or contractor employed by the CONSULTANT.

Notwithstanding the foregoing, CONSULTANT shall have the right to contest disputed invoices in good faith, without being in default of this Continuing Contract, but will bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith within ten (10) days of the date of recording of such lien.

- E. The CONSULTANT fails to correct any error or material inconsistency in its or its sub-consultants Drawings and Specifications or other Instruments of Service within ten (10) days after such error or material inconsistency is reported to the CONSULTANT.
- F. The CONSULTANT fails to perform its obligations under this Continuing Contract in a timely and expeditious manner within ten (10) days after notice from the TOWN.

7.3 TOWN'S Compensation for Default by CONSULTANT. In the event of termination due to the fault of the CONSULTANT under this Continuing Contract, the TOWN shall be compensated for all reasonable costs and expenses including reasonable attorneys' fees and costs incurred in connection with replacing the CONSULTANT hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement CONSULTANT and the completion of the CONSULTANT services hereunder. This is not intended to limit the TOWN's rights or ability to recover damages in the event of a breach by the CONSULTANT under this Continuing Contract. Additionally, the TOWN shall have the right to use the CONSULTANT 's Drawings, Specifications, and other Instruments of Service in the event of a default by the CONSULTANT, regardless of the payment status for such Instruments of Service.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Governing Law, Jurisdiction, Venue and Attorney's Fees. In the event of any action, litigation, or proceedings of any type regarding or relating to performance of this Continuing Contract, the prevailing party shall be entitled to recover its reasonable costs, expert's fees and attorney's fees at all hearings, trials, bankruptcy, and appellate levels. All disputes pursuant to this Continuing Contract shall be first subject to mediation in Broward County with a mutually agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional CONTINUING CONTRACT services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation shall be filed in a court of competent jurisdiction and the sole and exclusive venue shall be in Broward County, Florida. This Continuing Contract shall be governed by the laws of the State of Florida. Mediation shall be conducted within sixty (60) days of either Party's written request. The parties shall share, 50/50, the cost of the mediator.

8.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, CONSULTANT AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY

HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS CONTINUING CONTRACT.

8.3 Insurance Coverages and Minimum Amounts. CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at least one (1) year beyond its completion a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

8.3.1 Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

8.3.2 Worker's Compensation and Employer's Liability Insurance for all employees of the CONSULTANT engaged in services under the Contract in accordance with the laws of the State of Florida. CONSULTANT hereby agrees to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

8.3.3 (Comprehensive) Commercial General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage at \$2,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability annual aggregate:

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted, and;
7. Explosion, collapse, underground coverage (X-C-U)

8.3.4 Comprehensive Automobile Liability Insurance. for all owned, non-owned and hired automobiles and other vehicles used by CONSULTANT in the performance of services pursuant to this Contract with the following minimum limits of liability: \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

8.3.5 Aggregate Limits. Commercial General Liability shall be \$2,000,000.

***All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator.
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated “A-” or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

All notifications shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

CONSULTANT is required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding.

84 Indemnification. To the fullest extent permitted by Florida Statute, Section 725.08, CONSULTANT shall indemnify, hold harmless the TOWN, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of the CONSULTANT or its sub-consultants, agents, officers, employees or independent contractors pursuant to the Continuing Contract, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the CONSULTANT and/or its sub-consultants, agents, or employees in the performance of the operations or services under the Continuing Contract.

8.4.1 Errors and Omissions:

The CONSULTANT to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance, and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time period and specified cost. The CONSULTANT shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient CONSULTANT with respect to the disciplines required for the

performance of the Work in the State of Florida. The CONSULTANT is responsible for and represents that the Work conforms to TOWN'S requirements as set forth in this Agreement. The CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the TOWN may have, the CONSULTANT shall, at its expense, re-perform the services to correct any deficiencies, which result from the CONSULTANT'S failure to perform in accordance with the above standards. The TOWN shall notify the CONSULTANT in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN'S inspection, review, approval, or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the CONSULTANT or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the TOWN 'S rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The CONSULTANT and its sub-consultants and subcontractors shall be and remain liable to the TOWN in accordance with applicable law for all damages to TOWN caused by any failure of the CONSULTANT or its sub-consultants and subcontractors to comply with the terms and conditions of this Agreement or by the CONSULTANT'S or sub-consultants' or subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors, or omissions in the performance of this Agreement. With respect to the performance of Work by sub-consultants and subcontractors, the CONSULTANT shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

85 Patent and Copyright Indemnification. CONSULTANT agrees to indemnify, defend, save, and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities, and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other such work in connection with the performance of the Continuing Contract.

86 Successors and Assigns. This Continuing Contract is binding upon the parties hereto, their successors and assigns and replaces, provided, however, neither party shall assign or transfer any interest in this Continuing Contract without the written consent of the other party.

87 No Damage for Delays by TOWN. CONSULTANT's sole remedy for any (i) delay in the commencement, prosecution, or completion of its services, (ii) hindrance or obstruction in performance of its services, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this subparagraph as "delays"), whether or not such delays are foreseeable, shall be non-compensable. TOWN shall act reasonably in granting extensions of time to the CONSULTANT. All extensions to the time for performance shall be authorized only by written Change Order executed by the TOWN and CONSULTANT. In no event shall the CONSULTANT be entitled to any other compensation or recovery of any damages under or pursuant to this subparagraph in connection with any delay, including, without limitation, consequential damages, lost

opportunity costs, impact damages or other similar remuneration.

88 Audit and Inspection Rights and Retention of Records by CONSULTANT. The TOWN shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Continuing Contract. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Continuing Contract. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Continuing Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination or expiration of this Continuing Contract, unless CONSULTANT is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry. In addition, CONSULTANT shall respond to the reasonable inquiries of success or CONSULTANTs, if any, and allow successor CONSULTANTs to receive working papers relating to matters of continuing significance. In addition, CONSULTANT shall provide a complete copy of *all* working papers including electronic files to the TOWN, prior to final payment by the TOWN under this Continuing Contract.

89 Performance During Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute noticed in writing between the TOWN and the CONSULTANT, the CONSULTANT and, if applicable, its sub-consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms of this Continuing Contract so long as the CONSULTANT receives payment for the matter(s) not in dispute.

8.10 TOWN's Review of Documents. Review and approval of documents or submittals by the TOWN shall be for general design compliance and approval of such submittals shall not relieve the CONSULTANT of any responsibility or liability hereunder.

8.11 Entire Agreement. This Continuing Contract is deemed effective only upon execution by both parties. Additionally, this written Continuing Contract represents the entire and integrated agreement between the TOWN and the CONSULTANT and supersedes all prior negotiations or agreements, either written or oral. This Continuing Contract may be amended only if agreed to by both parties, in writing. Pursuant to Florida Statute, Section 287.055, this Continuing Contract may be terminated in accordance with Sections 6 and 7 hereof.

8.12 Invalid Provisions. Any term or provision of this Continuing Contract found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this Continuing Contract shall remain in full force and effect.

8.13 Non-Discrimination. During the performance of this contract, the CONSULTANT agrees to remain in full compliance with State and Federal laws pertaining to the hiring and firing of all employees including, but not limited as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor in all solicitations will ensure that all applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(4) The contractor will include the portion of the sentence immediately preceding paragraph (1) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by equal opportunity with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8.14 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8.15 Access to Records. The following access to records requirements applies to this contract:

(1) The CONSULTANT agrees to provide Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Town and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8.16 Sovereign Immunity. Nothing in this Continuing Contract is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida law and statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

8.17 NO Third-Party Beneficiaries. This Continuing Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Continuing Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

8.18 Funding. The obligation of TOWN for payment to CONSULTANT for services is limited by Florida law to the availability of funds appropriated in a current fiscal period and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

8.19 Manner of Performance. CONSULTANT agrees to perform its services in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations, and codes. CONSULTANT agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. CONSULTANT agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. CONSULTANT further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Continuing Contract. Failure of CONSULTANT to comply with this paragraph shall constitute a material breach of this Continuing Contract.

8.20 Public Records. The TOWN is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Firm acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to TOWN's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law.

CONSULTANT agrees to maintain public records in CONSULTANT's possession or control in connections with CONSULTANT's performance under this agreement and to provide the public with access to public records in accordance with the record maintenance, production and codes requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONSULTANT shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by TOWN.

821 Public Entity Crimes. In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform services as an CONSULTANT, contractor, supplier, or subcontractor, under a contract with TOWN, and may not conduct business with TOWN for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in TOWN's immediate termination of this Continuing Contract.

822 Changes and Modification of Continuing Contract. TOWN and CONSULTANT may request changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Continuing Contract. Such changes only become part of this Continuing Contract and increase, decrease or otherwise modify the services under this Continuing Contract if evidenced by a written Change Order executed by TOWN and CONSULTANT, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

823 False Claims. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

824 No Waiver of Rights. Neither the TOWN's review, approval or payment for any of the services required under this Continuing Contract shall be construed to operate as a waiver of any of TOWN's rights under this Continuing Contract or of any causes of action arising out CONSULTANT's performance of the services under this Continuing Contract, and CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT's negligent or improper performance of any of the services furnished under this Continuing Contract, irrespective of the TOWN's review, approval or payment for any of the services under this Continuing Contract. The rights and remedies of the TOWN provided for under this Continuing Contract are in addition to all other rights and remedies provided to TOWN by law.

825 Gender. Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

826 Time is of the Essence. Time is of the essence for all of CONSULTANT's obligations under this Continuing Contract.

827 Days. The terms "days" as referenced in this Continuing Contract shall mean consecutive calendar days, unless specifically stated to be "workdays."

828 Equal Opportunity Employment.

A. CONSULTANT will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, religion, gender, color, or national origin. Such action must include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause included in section 8.13 of this Continuing Contract.

B. CONSULTANT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

C. CONSULTANT shall comply with Copeland Anti-Kickback Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR Part 3).

D. CONSULTANT shall comply with the Contract Work Hours and Safety Standards Act (40 US 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

829 Notice. Notices shall be given by Certified Mail (RRR), recognized overnight delivery service with tracking receipt, or hand delivery or courier with signed receipt. Notices shall be given to the following addresses:

AS TO TOWN:

Andrew D. Berns
Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

AS TO ENGINEER:

Tierra South Florida, Inc.
2765 Vista Parkway, Ste 10
West Palm Beach, FL 33411

With a copy to the Town Attorney:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

830 Independent Contractor. CONSULTANT is an independent contractor of TOWN under this Continuing Contract. In providing services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the services rendered under this Continuing Contract shall be exclusively and solely those of CONSULTANT. This Continuing Contract shall not constitute or make the TOWN and CONSULTANT a

partnership or joint venture.

831 Conflicts. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently, recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Continuing Contract.

A. CONSULTANT agrees that none of its officers or employees shall, during the term of this Continuing Contract, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

B. In the event CONSULTANT is permitted to utilize sub-consultants or subcontractors to perform any services required by this Continuing Contract, CONSULTANT agrees to prohibit such sub-consultants or subcontractors, by written contract, from having any conflicts within the meaning of this Section.

832 Contingency Fee. 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 Continuing Contract 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 Continuing Contract. For a breach or violation of this provision, TOWN shall have the right to terminate this Continuing Contract without liability and, at its discretion, to deduct from the Continuing Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

833 Materiality and Waiver of Breach. TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Continuing Contract and, therefore, is a material term hereof. TOWN's failure to enforce any provision of this Continuing Contract shall not be deemed a waiver of such provision or modification of this Continuing Contract. A waiver of any breach of a provision of this Continuing Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

834 Joint Preparation. The TOWN and CONSULTANT both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Continuing Contract has been their joint effort. The language

agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

835 Drug-Free Workplace. CONSULTANT shall maintain a drug-free workplace.

836 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Continuing Contract.

837 Binding Authority. Each person 'Signing this Continuing Contract on behalf of either party individually warrants that he or she has full legal power to execute this Continuing Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Continuing Contract.

838 Truth-in-Negotiation Certificate. Signature of this Continuing Contract 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 Continuing Contract are accurate, complete, and current at the time of contracting.

839 Scrutinized Companies. Pursuant to Florida Statute Sec. 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Syria or Cuba.

840 E-Verify

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches.

Should Vendor become the successful Contractor awarded these services, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Town for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2022.

WITNESSES:

CONSULTANT:

TIERRA SOUTH FLORIDA, INC.
By: _____
Raj Krishnasamy, PE, Principal
____ day of _____ 2022

WITNESSES:

TOWN OF SOUTHWEST RANCHES
By: _____
Steve Breitkreuz, Mayor
____ day of _____ 2022

WITNESSES:

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2022

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.196.01

**TIERRA SOUTH FLORIDA, INC.
2022 STANDARD UNIT FEE SCHEDULE**

Standard Items and Item Descriptions for Geotechnical and Materials firms

Item #	Item Description	Unit	Unit Price
100	Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test	
101	Aggregate Carbonates and Organic Matter (FM 5-514)	Test	
102	Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test	
103	Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test	
104	Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test	\$90.00
105	Aggregate Soundness (AASHTO T 104)	Test	
106	Aggregate Specific Gravity/Absorption Coarse (AASHTO T 85)	Test	
107	Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test	\$70.00
108	Aggregate Unit Mass and Voids (AASHTO T 19)	Test	
200	Asphalt Bulk Specific Gravity (FM 1-T 166)	Test	\$80.00
201	Asphalt Content (FM 5-563)	Test	
202	Asphalt Friction Panel	Test	
203	Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test	
204	Asphalt Gradation (FM 1-T 030)	Test	
205	Asphalt Gyrotory Compaction 3 Specimens (AASHTO T 312)	Test	
206	Asphalt Los Angeles (LA) Abrasion Coarse Agg (FM 3-C 535)	Test	
207	Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test	
208	Asphalt Max Specific Gravity (FM 1-T 209)	Test	
209	Asphalt Pavement Coring – 4” dia with Base Depth Check	Each	\$275.00
210	Asphalt Pavement Coring – 4” dia without Base Depth Check	Each	\$250.00
211	Asphalt Pavement Coring – 6” dia with Base Depth Check	Each	\$325.00
212	Asphalt Pavement Coring – 6” dia without Base Depth Check	Each	
213	Asphalt Structural Panel (see long description for test methods)	Test	
300	Concrete Beam Flexural Testing (ASTM C78)	Test	\$65.00
301	Concrete Compressive Compressive Strength of Grout/Mortar (ASTM C 109)	Test	\$40.00
302	Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test	\$35.00
303	Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test	\$75.00
304	Concrete Masonry Unit Sampling & Testing (ASTM C140)	Test	
305	Concrete Pavement Coring - 4" Dia	Each	\$300.00
306	Concrete Pavement Coring - 6" Dia	Each	\$350.00
307	Concrete Resistivity (FM 5-578)	Test	
400	Geo 3D Thermal Modeling	Hour	
401	Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$12.50
402	Geo Auger Borings- Track	LF	\$17.50
403	Geo Backhoe (Owned)	Day	
404	Geo Backhoe (Rental without labor)	Task	
405	Geo Barge (Owned)	Day	\$6,000.00
406	Geo Barge (Rental without labor)	Task	
407	Geo Chainsaw (Owned)	Day	\$100.00

**TIERRA SOUTH FLORIDA, INC.
2022 STANDARD UNIT FEE SCHEDULE**

Standard Items and Item Descriptions for Geotechnical and Materials firms

Item #	Item Description	Unit	Unit Price
408	Geo Concrete Pad & Cover for Monitoring Wells	Each	\$400.00
409	Geo CPT Truck/Mud Bug 000-050 Ft	LF	
410	Geo CPT Truck/Mud Bug 050-100 Ft	LF	
411	Geo CPT Truck/Mud Bug 100-150 Ft	LF	
412	Geo CPT Truck/Mud Bug 150-200 Ft	LF	
413	Geo Crosshole Sonic Logging (CSL)	Day	
414	Geo Dilatometer Sounding	Hour	
415	Geo Double Ring Infiltration (ASTM D3385)	Each	\$600.00
416	Geo Dozer (Owned)	Day	
417	Geo Dozer (Rental without labor)	Task	
418	Geo Drill Crew Support Vehicle	Day	\$200.00
419	Geo Drilling Crew 2-Person	Hour	\$180.00
420	Geo Drilling Crew 3-Person	Hour	\$270.00
421	Geo Dynamic Pile Testing/Pile Driving Analysis	Day	
422	Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$70.00
423	Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$80.00
424	Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$95.00
425	Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$150.00
426	Geo Extra SPT Samples-Barge/Track/Amphibious 200-250 Ft	Each	
427	Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$60.00
428	Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$70.00
429	Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$85.00
430	Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$130.00
431	Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	
432	Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$450.00
433	Geo Field Permeability 10-25 Ft (Open - End Borehole Method)	Each	\$600.00
434	Geo Ground Penetrating Radar (GPR)	Hour	
435	Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$10.00
436	Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$12.00
437	Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$15.00
438	Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$23.00
439	Geo Grout Boreholes- Barge/Track/Amphibious 200-250 Ft	LF	
440	Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$7.50
441	Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$9.50
442	Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$12.00
443	Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$18.00
444	Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	LF	
445	Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$45.00
446	Geo Hand Auger with DCP (000-050 ft)(ASTM D-1452)	LF	
447	Geo Hand Auger with SCP (000-050 ft)(ASTM D-1453)	LF	
448	Geo Mini Shaft Inspection	Hour	

**TIERRA SOUTH FLORIDA, INC.
2022 STANDARD UNIT FEE SCHEDULE**

Standard Items and Item Descriptions for Geotechnical and Materials firms

Item #	Item Description	Unit	Unit Price
449	Geo Noise Monitoring	Hour	
450	Geo Piezometer 2" 000-050 Ft	LF	\$50.00
451	Geo Pile Integrity Testing	Hour	
452	Geo Rock Coring Barge/Track/Amphibious 000-050 Ft 4" ID and over	LF	\$85.00
453	Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	
454	Geo Rock Coring Barge/Track/Amphibious 050-100 Ft 4" ID and over	LF	\$95.00
455	Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	
456	Geo Rock Coring Barge/Track/Amphibious 100-150 Ft 4" ID and over	LF	\$105.00
457	Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	
458	Geo Rock Coring Barge/Track/Amphibious 150-200 Ft 4" ID and over	LF	\$125.00
459	Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	
460	Geo Rock Coring Barge/Track/Amphibious 200-250 Ft 4" ID and over	LF	
461	Geo Rock Coring Barge/Track/Amphibious 200-250 Ft less than 4" ID	LF	
462	Geo Rock Coring Truck/Mud Bug 000-050 Ft 4" ID and over	LF	\$60.00
463	Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	
464	Geo Rock Coring Truck/Mud Bug 050-100 Ft 4" ID and over	LF	\$70.00
465	Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	
466	Geo Rock Coring Truck/Mud Bug 100-150 Ft 4" ID and over	LF	\$75.00
467	Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	
468	Geo Rock Coring Truck/Mud Bug 150-200 Ft 4" ID and over	LF	\$90.00
469	Geo Rock Coring Truck/Mud Bug 150-200 Ft less than 4" ID	LF	
470	Geo Rock Coring Truck/Mud Bug 200-250 Ft 4" ID and over	LF	
471	Geo Rock Coring Truck/Mud Bug 200-250 Ft less than 4" ID	LF	
472	Geo Saximeter Testing	Hour	\$150.00
473	Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$27.50
474	Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$35.00
475	Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$55.00
476	Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$75.00
477	Geo SPT Barge/Track/Amphibious 200-250 Ft	LF	
478	Geo SPT Truck/Mud Bug 000-050 Ft	LF	\$18.00
479	Geo SPT Truck/Mud Bug 050-100 Ft	LF	\$22.00
480	Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$35.00
481	Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$45.00
482	Geo SPT Truck/Mud Bug 200-250 Ft	LF	

**TIERRA SOUTH FLORIDA, INC.
2022 STANDARD UNIT FEE SCHEDULE**

Standard Items and Item Descriptions for Geotechnical and Materials firms

Item #	Item Description	Unit	Unit Price
483	Geo Temp Casing 3" Barge/Track/Amphibious 000-050 Ft	LF	\$17.00
484	Geo Temp Casing 3" Barge/Track/Amphibious 050-100 Ft	LF	\$20.00
485	Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$25.00
486	Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	
487	Geo Temp Casing 3" Barge/Track/Amphibious 200-250 Ft	LF	
488	Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$11.50
489	Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$14.50
490	Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$17.50
491	Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	
492	Geo Temp Casing 3" Truck/Mud Bug 200-250 Ft	LF	
493	Geo Temp Casing 4" Barge/Track/Amphibious 000-050 Ft	LF	\$19.00
494	Geo Temp Casing 4" Barge/Track/Amphibious 050-100 Ft	LF	\$23.00
495	Geo Temp Casing 4" Barge/Track/Amphibious 100-150 Ft	LF	\$30.00
496	Geo Temp Casing 4" Barge/Track/Amphibious 150-200 Ft	LF	\$40.00
497	Geo Temp Casing 4" Barge/Track/Amphibious 200-250 Ft	LF	
498	Geo Temp Casing 4" Truck/Mud Bug 000-050 Ft	LF	\$13.00
499	Geo Temp Casing 4" Truck/Mud Bug 050-100 Ft	LF	\$16.00
500	Geo Temp Casing 4" Truck/Mud Bug 100-150 Ft	LF	\$20.00
501	Geo Temp Casing 4" Truck/Mud Bug 150-200 Ft	LF	\$25.00
502	Geo Temp Casing 4" Truck/Mud Bug 200-250 Ft	LF	
503	Geo Temp Casing 6" Barge/Track/Amphibious 150-200 Ft	LF	\$45.00
504	Geo Temp Casing 6" Barge/Track/Amphibious 200-250 Ft	LF	
505	Geo Temp Casing 6" Barge/Track/Amphibious 000-050 Ft	LF	\$25.00
506	Geo Temp Casing 6" Barge/Track/Amphibious 050-100 Ft	LF	\$28.00
507	Geo Temp Casing 6" Barge/Track/Amphibious 100-150 Ft	LF	\$36.00
508	Geo Temp Casing 6" Truck/Mud Bug 000-050 Ft	LF	\$16.00
509	Geo Temp Casing 6" Truck/Mud Bug 050-100 Ft	LF	\$19.00
510	Geo Temp Casing 6" Truck/Mud Bug 100-150 Ft	LF	\$24.00
511	Geo Temp Casing 6" Truck/Mud Bug 150-200 Ft	LF	\$30.00
512	Geo Temp Casing 6" Truck/Mud Bug 200-250 Ft	LF	
513	Geo Thermal Integrity Tester (TI)	Hour	
514	Geo Truck/Mud Bug Mobilization (30 miles straightline distance)	Each	\$700.00
515	Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$275.00
516	Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$350.00
517	Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$475.00
518	Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$575.00
519	Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$200.00
520	Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$225.00
521	Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$250.00
522	Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$350.00
523	Geo Vibration and Noise Monitoring	Day	

**TIERRA SOUTH FLORIDA, INC.
2022 STANDARD UNIT FEE SCHEDULE**

Standard Items and Item Descriptions for Geotechnical and Materials firms

Item #	Item Description	Unit	Unit Price
524	Geo Vibration Monitoring	Day	\$1,650.00
525	Geo Well Development	Hour	\$200.00
539	Geo Wash Boring, 0-50 Ft	LF	\$12.00
540	Geo Wash Boring, 50-100 Ft	LF	\$15.00
600	Mobilization - Crosshole Sonic Logging (CSL) Equipment	Each	
601	Mobilization - Tugboat	Each	\$2,500.00
602	Mobilization - Vibration Monitoring Equipment	Each	\$300.00
603	Mobilization Asphalt Coring equipment	Each	\$425.00
604	Mobilization Barge Large	Each	\$13,500.00
605	Mobilization Barge Small	Each	\$10,000.00
606	Mobilization Concrete Coring	Each	\$450.00
607	Mobilization Cone Penetrometer Test Rig	Each	
608	Mobilization Drill Rig Amphibious	Each	
609	Mobilization Drill Rig Barge Mount	Each	\$13,500.00
610	Mobilization Drill Rig Track Mount	Each	\$3,000.00
611	Mobilization Drill Rig Trailer Mount	Each	
612	Mobilization Drill Rig Truck Mount	Each	\$550.00
613	Mobilization Mini-Shaft Inspection Device	Each	
614	Mobilization Mudbug/All Terrain Vehicle	Each	\$1,350.00
615	Mobilization Pile Driving Analyzer Equipment	Each	
616	Mobilization Pile Integrity Tester Equipment	Each	
617	Mobilization Skid Rig	Each	
618	Mobilization Support Boat	Each	\$750.00
619	Mobilization Tri-Pod	Each	\$1,500.00
621	Mob Barge Large w/ Crane (permit required)	Each	\$25,000.00
700	MOT Arrow Board	Each	\$100.00
701	MOT Attenuator Truck	Hour	\$250.00
702	MOT Channelizing Devices – Type I, II, VP, Drum (each)	Each	\$5.00
703	MOT Light Tower	Each	\$300.00
704	MOT Portable Changeable Message Sign (PCMS)	Each	\$225.00
705	MOT Portable Lighting	Each	
706	MOT Portable Sign	Each	\$50.00
707	MOT Post Mounted Sign	Each	
708	MOT Provide Channelizing Devices – Cone	Each	\$8.00
709	MOT Radar Speed Display Unit (RDSU)	Each	
710	MOT Shadow Vehicle with Advanced Warning Arrow (AWA) and Attenuator	Hour	
711	MOT Shadow Vehicle with Advanced Warning Arrow Board (AWA)	Hour	
712	MOT Support Vehicle	Hour	\$125.00
800	Soils Chloride Soil or Water (FM 5-552)	Test	

**TIERRA SOUTH FLORIDA, INC.
2022 STANDARD UNIT FEE SCHEDULE**

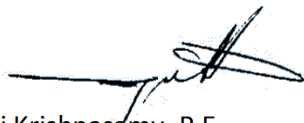
Standard Items and Item Descriptions for Geotechnical and Materials firms

Item #	Item Description	Unit	Unit Price
801	Soils Consolidation - Additional Increments (AASHTO T 216)(13 to 24 Loads)	Each	
802	Soils Consolidation - Additional Increments (AASHTO T 216)(up to 12 Loads)	Each	
803	Soils Consolidation - Constant Strain (ASTM D4186)	Test	
804	Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	
805	Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$250.00
806	Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$450.00
807	Soils Field Vane Shear Test (ASTM D2573)	Test	
808	Soils Flexible Wall Permeability (ASTM D 5084)	Test	
809	Soils Hydrometer Only (AASHTO T88)	Test	\$175.00
810	Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$425.00
811	Soils Liquid Limit (AASHTO T 89)	Test	\$75.00
812	Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$55.00
813	Soils Maximum Density (ASTM D4254)	Test	
814	Soils Miniature Vane Shear Test (ASTM D4648)	Test	
815	Soils Minimum Density (ASTM D4253)	Test	
816	Soils Moisture Content Lab (AASHTO T265)	Test	
817	Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$20.00
818	Soils Moisture Content Microwave (AASHTO D4643)	Test	\$25.00
819	Soils Organic Content Ignition (FM 1 T-267)	Test	\$55.00
820	Soils Organic Content Wet Combustion (AASHTO T 194)	Test	
821	Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	
822	Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$80.00
823	Soils Permeability Constant Head (AASHTO T 215)	Test	\$400.00
824	Soils Permeability Falling Head (FM 5-513)	Test	\$350.00
825	Soils pH Soil or Water (FM 5-550)	Test	\$50.00
826	Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$80.00
827	Soils Proctor Modified (FM 1-T 180)	Test	\$165.00
828	Soils Proctor Standard (AASHTO T 99)	Test	\$165.00
829	Soils Resistivity Soil or Water (FM 5-551)	Test	
830	Soils Shrinkage Factor (AASHTO T 92)	Test	
831	Soils Specific Gravity (AASHTO T 100)	Test	
832	Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$160.00
833	Soils Sulfate Soil or Water (FM 5-553)	Test	
834	Soils Swell Potential (ASTM D4546)	Test	
835	Soils Triaxial Consolidated-Drained (CD) Per Point/Cell (ASTM D7181)	Test	\$625.00
836	Soils Triaxial Consolidated-Undrained (CU) Per Point/Cell (AASHTO T297/ASTM D4767)	Test	\$675.00

**TIERRA SOUTH FLORIDA, INC.
2022 STANDARD UNIT FEE SCHEDULE**

Standard Items and Item Descriptions for Geotechnical and Materials firms

Item #	Item Description	Unit	Unit Price
837	Soils Triaxial Unconsolidated-Undrained (UU) Per Point\Cell (AASHTO T296/ASTM D2850)	Test	\$500.00
838	Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$150.00
839	Soils Unconfined Compression - Soil (AASHTO T208/ASTM D2166)	Test	\$245.00
	Support Boat	Day	\$600.00
	EPA Test Method 8260	Test	\$160.00
	EPA Test Method 8270	Test	\$220.00
	Test Method FL-Pro	Test	\$120.00
	EPA Test Method 6010 5-RCRA Metals	Test	\$130.00
	EPA Test Method 8021	Test	\$210.00
	EPA Test Method 8310	Test	\$185.00
	Soil/Groundwater Sampling Equipment	Each	\$125.00


 Raj Krishnasamy, P.E.
 President / Principal Engineer

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
David Kuczenski, *Council Member*

Andrew D. Berns, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/17/2022
SUBJECT: Award of Continuing Contract to Professional Service Industries, Inc. for Geotechnical Engineering Services, General Environmental Engineering Services, and Construction Materials Testing and Inspection

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

On June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services. These services include:

General Civil Engineering Services; Traffic Engineering Services; Geotechnical Engineering Services; Land Surveying Services; Water Treatment & Well Field Engineering Services; General Environmental Engineering Services; Architectural Services; Landscape Architectural Services; Structural Engineering Services; Electrical Engineering Services; and Mechanical Engineering Services. (Exhibit "A")

On July 27, 2022, the Town received thirteen (13) responses from the following firms:

1. Carnahan, Proctor and Cross, Inc.
2. CPZ Architects, Inc.
3. HP Consultants Inc.
4. Keith and Associates, Inc. dba KEITH
5. Kimley-Horn and Associates, Inc.
6. Longitude Surveyors, LLC
7. Metric Engineering, Inc.
8. Professional Service Industries, Inc.
9. RE Chisholm Architects. Inc.
10. RADISE International, L.C.
11. Saltz Michelson Architects, Inc.
12. Solid Consulting Engineers, Inc.
13. Tierra South Florida, Inc.

Among the thirteen respondents, six (6) listed other services that can be provided utilizing their subcontractors. These firms are:

1. Carnahan, Proctor and Cross, Inc.
 - a. Subcontractors
 - i. Arehna Engineering Inc. -
GEOTECHNICAL ENGINEERING SERVICES
 - ii. BMA Consulting Engineering Inc -
STRUCTURAL ENGINEERING SERVICES
2. CPZ Architects, Inc.
 - a. Subcontractors
 - i. Chen Moore and Associates, Inc. -
GENERAL CIVIL ENGINEERING SERVICES - LANDSCAPE
ARCHITECTURAL SERVICES
 - ii. Terracon Consultants, Inc -
GEOTECHNICAL ENGINEERING SERVICES - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
 - iii. Stoner & Associates Inc. - LAND
SURVEYING SERVICES
 - iv. Muengineers, Inc. - STRUCTURAL
ENGINEERING SERVICES
 - v. CMS Construction Management Services
- COST ESTIMATING
3. Keith and Associates, Inc. dba KEITH
 - a. Subcontractors
 - i. The Chappell Group, Inc - GENERAL
ENVIRONMENTAL ENGINEERING SERVICES
4. Kimley-Horn and Associates, Inc.
 - a. Subcontractors
 - i. H2R Corp - GEOTECHNICAL
ENGINEERING SERVICES

- ii. Stoner & Associates Inc. - LAND SURVEYING SERVICES
 - iii. Smith Engineering Consultants, Inc. -MECHANICAL ENGINEERING SERVICES
- 5. Saltz Michelson Architects, Inc.
 - a. Subcontractor
 - i. Keith and Associates, Inc. dba KEITH-GENERAL CIVIL ENGINEERING SERVICES LANDSCAPE ARCHITECTURAL SERVICES
- 6. Solid Consulting Engineers, Inc.
 - a. Subcontractors
 - i. Carnahan, Proctor and Cross, Inc.-LAND SURVEYING SERVICES
 - ii. Azimuth 360 Consulting Group Inc.-GIS/CAD Support
 - iii. Aerial Photography, Inc. - AERIAL PHOTOS

On September 27, 2022, the Town’s Selection and Negotiation Committee recommended that the Town enter into a contract with each of the thirteen *Submitter* for the *List of Services offered in the Bid* and approve vendor subcontractors. This council memorandum addresses the recommendation to award a contract for **Geotechnical Engineering Services, General Environmental Engineering Services, and Construction Materials Testing and Inspection to: Professional Service Industries, Inc.**

The issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town’s Procurement Code, the State of Florida’s Consultant’s Competitive Negotiation Act, and federal law.

Fiscal Impact/Analysis

Services will be performed on an as-needed basis, for Town Projects. As such projects are identified, it will be brought back to the Town Council for approval prior to the commencement of any work. Major Capital Improvement Projects (CIP) may require additional “procurement.”

Staff Contact:

Venessa Redman, Senior Procurement and Budget Officer
 Rod Ley, P.E., Public Works Director
 Emily Aceti, Community Services Manager
 Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
-------------	-------------	------

Exhibit A to Council Memo
Resolution - TA Approved
Exhibit A - RFP
Exhibit B - Agreement
Exhibit B - Rate Sheet

10/6/2022 Exhibit
10/17/2022 Resolution
10/6/2022 Exhibit
11/10/2022 Exhibit
11/10/2022 Exhibit

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Carnahan, Proctor and Cross, Inc.	Traffic Engineering Services, General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	Arehna Engineering Inc. - Geotechnical Engineering Services Sub BMA Consulting Engineering Inc - Structural Engineering Services
CPZ Architects, Inc.	Architectural Services	Chen Moore and Associates, Inc. - - General Civil Engineering Services - Landscape Architectural Services Terracon Consultants, Inc - - Geotechnical Engineering Services - General Environmental Engineering Services Stoner & Associates Inc. - Land Surveying Services Muengineers, Inc. - Structural Engineering Services CMS Construction Management Services – Cost Estimating
HP Consultants Inc.	Geotechnical Engineering	No Subcontractors
Keith and Associates, Inc. dba KEITH	General Civil Engineering Services, Land Surveying Services, Landscape Architectural Services	The Chappell Group, Inc - General Environmental Engineering Services
Kimley-Horn and Associates, Inc.	Traffic Engineering Services, General Civil Engineering Services, General Environmental Engineering Services, Landscape Architectural Services, Structural Engineering Services, Electrical Engineering Services	H2R Corp and Tierra South Florida, Inc. Geotechnical Engineering Services Stoner & Associates Inc. - Land Surveying Services Smith Engineering Consultants, Inc. – Mechanical Engineering Services

Submitter Name	List of Services Offered in Bid	Subcontractor & Service Submitted
Longitude Surveyors, LLC	Land Surveying	No Subcontractors
Metric Engineering, Inc.	General Environmental Engineering	No Subcontractors
Professional Service Industries, Inc.	Geotechnical Engineering Services, General Environmental Engineering Services, and Construction Materials Testing and Inspection	No Subcontractors
RE Chisholm Architects. Inc.	Architectural	No Subcontractors
RADISE International, L.C.	Geotechnical Engineering	No Subcontractors
Saltz Michelson Architects, Inc.	Architectural	Keith And Associates, Inc. DbA Keith-General Civil Engineering Services Landscape Architectural Services Johnson Structural Grp, Inc.- Structural Engineering Services Bildworx Design, LLC - Mechanical Engineering Services
Solid Consulting Engineers, Inc.	General Civil Engineering Services, Water Treatment & Well Field Engineering Services, Including Construction Inspection and / or Construction Management.	Carnahan, Proctor and Cross, Inc.- LAND SURVEYING SERVICES Azimuth 360 Consulting Group Inc.- GIS/CAD Support, Aerial Photography, Inc. - Aerial Photos
Tierra South Florida, Inc.	Geotechnical Engineering	No Subcontractors

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO PROFESSIONAL SERVICE INDUSTRIES, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING GEOTECHNICAL ENGINEERING SERVICES, GENERAL ENVIRONMENTAL ENGINEERING SERVICES, AND CONSTRUCTION MATERIALS TESTING AND INSPECTION, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services; and

WHEREAS, on September 27, 2022, the Town's Selection and Negotiation Committee recommended that the Town enter into a contract with Professional Service Industries, Inc. for various services including Geotechnical Engineering Services, General Environmental Engineering Services, and Construction Materials Testing and Inspection; and

WHEREAS, services will be completed on an as-needed basis for Town Projects; and

WHEREAS, such services will come back to the Town Council for approval prior to the commencement of any work; and

WHEREAS, the issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town's Procurement Code, the State of Florida's Consultant's Competitive Negotiation Act, and federal law; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Selection and Negotiation Committee's selection of Professional Service Industries, Inc. for Geotechnical Engineering Services, General Environmental Engineering Services, and Construction Materials Testing and Inspection as outlined in HP Consultants Inc.'s response to the Request for Letters of Interest attached hereto and incorporated herein as Exhibit "A".

Section 3. The Town Council hereby approves awarding a Continuing Contract with Professional Service Industries, Inc. as set for in Composite Exhibit "B", which has been attached hereto and has been incorporated herein by reference.

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "B," and to make such nonmaterial modifications, additions, and/or deletions which are necessary and proper to effectuate the intent of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.184.01

CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Continuing Contract for Professional Engineering Services ("CONTINUING CONTRACT") is made and entered into this ____ day of _____. 2022, by and between the Town of Southwest Ranches, Florida, hereinafter referred to as "TOWN", and Professional Service Industries, Inc. a Florida Corporation licensed as an Authorized Professional Engineering Company, with the State of Florida under License NO. _____, and hereinafter referred to as "CONSULTANT".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RFQu No. 22-013, and adhered to the selection process pursuant to and in accordance with the Consultants' Competitive Negotiation Act, Florida Statute, 287.055 and the TOWN's Procurement Code; and,

WHEREAS, the TOWN desires to engage the CONSULTANT to perform certain professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT, as permitted by the Consultants' Competitive Negotiation Act; and,

WHEREAS, the CONSULTANT desires to provide such professional CONTINUING CONTRACT SERVICES in accordance with this CONTINUING CONTRACT; and,

WHEREAS, the TOWN represents that it has the authority to engage the CONSULTANT for the services set forth in RFQU 22-013, this CONTINUING CONTRACT, and as approved by the TOWN's Resolution No. _____.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this CONTINUING CONTRACT, it is mutually understood and agreed as follows:

The above Recitals are true and correct and are incorporated herein and made a part of this CONTINUING CONTRACT.

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

Standard of Care. All services rendered by CONSULTANT and its sub-consultants pursuant to this Continuing Contract will be performed in accordance with the standard of professional skill and care required for CONSULTANTS and other professionals retained to assist with, from commencement to finish of CONTINUING CONTRACT services of the projects contemplated by this Continuing Contract; provided, however, that no work

shall be performed unless and until a written work authorization is executed and the TOWN has issued a Notice to Proceed as to any of the projects. CONSULTANT will perform all services consistent with the interests of the TOWN and in accordance with the requirements of the State of Florida, including those promulgated by the South Florida Water Management District ("SFWMD"), the Central Broward Water Control District ("CBWCD"), South Broward Drainage District ("SBDD"), the Florida Department of Environmental Protection ("DEP"), the Florida Department of Transportation ("FDOT"), Broward County, Florida, the applicable edition of the Florida Building Code, with Broward County Amendments ("Florida Building Code") and all other applicable codes, laws, regulations, ordinances, and all other applicable standards that govern the design and construction of projects under this Contract, including those of the Federal Emergency Management Agency ("FEMA"), the U.S. Army Corps of Engineers and the Environmental Protection Agency ("EPA") as well as those requirements imposed by other governmental authorities having jurisdiction over the Town. CONSULTANT agrees to timely perform its services so as not to delay the projects under this CONTRACT, time being of the essence, and as set forth in the Notice to Proceed. The projects ("Project" or "Projects") which may be assigned to CONSULTANT, and subject of a Notice to Proceed, are those listed in RFQu 22-013, which is incorporated herein by reference.

1.1.1 Points of Contact.

The TOWN's Designated Point of Contact (or "Representative") shall be:

**Mr. Andrew D. Berns, Town Administrator, 954-434-0008,
aberns@southwestbranches.org or his designee.**

The CONSULTANT's Designated Point of Contact shall be:

**Juan Villegas, PE, Principal, 305-471-7725 (office)
juan.villegas @intertek.com**

1.1.2 Licensing and Other Obligations of CONSULTANT. The CONSULTANT will provide appropriate documentation to the TOWN to demonstrate that it and all its sub-consultants are properly licensed to perform all services relative to this Continuing Contract.

1.1.2.1 A sub-consultant is a person or entity who the CONSULTANT has retained and who the CONSULTANT will pay to perform any of the services described in this Continuing Contract. Reasonable funds for such payment have been included as part of CONSULTANT's compensation under this Continuing Contract.

1.1.2.2 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees, or persons performing any of the services under this Continuing Contract.

1.1.2.3 The CONSULTANT shall have the sole obligation and responsibility to select, control and supervise all its sub-consultants. The CONSULTANT may not contract with anyone with whom the TOWN has a reasonable objection. Contracts between the CONSULTANT and the sub-consultants shall require each sub-consultant to be bound to the

CONSULTANT for all obligations and responsibilities which the CONSULTANT, by this Continuing Contract assumes toward the TOWN. This provision also applies to substitute sub-consultants hired during this Continuing Contract to replace existing sub-consultants in accordance with this Continuing Contract. The CONSULTANT shall retain responsibility for coordination of any sub-consultants engaged by the CONSULTANT to provide services under this Continuing Contract and will likewise coordinate its services with those sub-consultants retained by the TOWN. The TOWN agrees that all communications of the TOWN with the CONSULTANT's sub-consultants will be made through the CONSULTANT's Representative, unless such sub-consultants have also been retained by the TOWN.

1.1.2.4 The CONSULTANT and its sub-consultants will perform, without expense to the TOWN, such services as may be required to correct or remedy any negligent act, error or omission of the CONSULTANT or its sub-consultants.

1.1.2.5 The CONSULTANT shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees or persons performing any of the services under this Agreement.

1.1.2.6 The CONSULTANT shall have the sole obligation and responsibility to select, control, payment, and supervision of all its sub-consultants.

1.1.3 Conflicts of Interest. The CONSULTANT shall not engage in any activity, or accept any employment, receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the CONSULTANT's professional judgment with respect to this Continuing Contract.

ARTICLE 2 - TOWN-PROVIDED ITEMS

2.1 The TOWN's list of project requirements shall be provided to the CONSULTANT and shall be utilized by the CONSULTANT to prepare the Project Program.

2.2 The TOWN shall provide CONSULTANT with accurate and complete information. No information derived from the TOWN shall relieve the CONSULTANT from any risk or from fulfilling all terms of the Contract. The CONSULTANT shall be responsible for any additional investigations required to fulfill all the terms of the Contract.

2.3 Service Work Authorization and Notice to Proceed. For all services covered under this Continuing Contract, CONSULTANT shall be required to obtain an approved written Work Authorization and a written "Notice to Proceed" by the Town Administrator or his authorized representative, in advance of providing any such services to the Town. The written Work Authorization shall specify in detail the nature of the services requested, the lump sum or not to exceed cost to the TOWN for same (with actual cost to be fully substantiated by CONSULTANT upon completion), and the time frame for completion. All services performed by CONSULTANT without a written authorization from the TOWN shall be performed at CONSULTANT's sole cost and expense.

ARTICLE 3- FEES

3.1 Subject to the TOWN's issuance of a "Notice to Proceed" and individual written work orders, the TOWN shall pay the CONSULTANT the total compensation for the Project(s), in accordance with the total fee indicated in a Project fee schedule executed by both the TOWN and CONSULTANT, and which will be developed based upon the approved Rate and Fee Schedule. CONSULTANT's total compensation includes all fees, costs and expenses that may be incurred by the CONSULTANT to complete the design and construction administration of the Project, including, but not limited to, all professional services provided by or through the CONSULTANT, drawings, calculations and other documents, travel expenses and all other costs or expenses, for or related to the Project, as well as the time for performance. A Notice to Proceed shall not be issued by the TOWN until a Project fee schedule has been fully executed. Additionally, CONSULTANT shall not perform any services without individual written work orders which may be required to be provided by the Town Administrator, and in accordance with this Continuing Contract. Hourly rates for CONSULTANT's sub-consultants shall also be in accordance with the Rate and Fee Schedule.

3.2 Payment on account of services rendered, shall be made monthly, based on the percentage of completion of the Project, upon presentation of the CONSULTANT's invoice for same, along with a partial waiver and release from CONSULTANT indicating a release of all claims, including, but not limited to, equitable liens, through the last date of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the TOWN, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the TOWN to the CONSULTANT describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the CONSULTANT's Total Compensation shall be made within twenty (20) days of invoice receipt or as otherwise provided by Section 218.735(9), Florida Statute.

3.4 Payments due to CONSULTANT which remain unpaid for twenty (20) days after the invoice receipt and that have not been rejected (meet contract requirements), shall bear interest at the statutory rate of 2% as provided by Section 218.74(9), Florida Statute.

3.5 Payment for the CONSULTANT's services will be made in accordance with the Local Government Prompt Payment Act, Section 218.73, Florida Statute.

3.6 Purchasing Card (PCARD) Acceptance: The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the CONSULTANT, or the CONSULTANT's sub-consultants, may only be accomplished after execution of this Continuing Contract, without invalidating the Continuing Contract, by mutual agreement and execution of a written Change Order. CONSULTANT assumes all risks and responsibilities for performing all services on behalf of the TOWN for the amount determined in accordance with Article 3. The TOWN shall not be liable for any cost increases that may arise during the performance of services. Any adjustments to the services must be by written Change Order issued in accordance with the terms and conditions of this Continuing Contract. To the extent that CONSULTANT proceeds to perform additional services in excess of those services described in an executed Notice to Proceed that has been signed by the Town Administrator without an executed written Change Order issued in accordance with this Continuing Contract, such services shall be at CONSULTANT's own risk at no charge to TOWN.

ARTICLE 5 - OWNERSHIP OF DOCUMENTS

5.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT's sub-consultants are Instruments of Service. The CONSULTANT and the CONSULTANT's sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The TOWN shall have the right to use the Instruments of Service. The TOWN's right of use in accordance with this Paragraph specifically authorizes the TOWN to utilize the Instruments of Service to complete the Project as well as to perform alterations, repair, and additions to the Project. This right of use applies even if this Agreement is terminated. In that event, the TOWN will be entitled to continue to utilize the Instruments of Service and shall have the unrestricted right to use, reproduce and to make derivative works of the Instruments of Service to complete the Project as long as the TOWN has paid CONSULTANT for all fees associated only with the preparation of the Instruments of Service in accordance with this Continuing Contract. Should this Continuing Contract be terminated, CONSULTANT and its sub-consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract. However, the TOWN will, through an irrevocable, perpetual, royalty-free license, have the exclusive right to use the Instruments of Service, without restriction or limitation, to construct the buildings and improvements relative to this Project as well as repair, maintain or construct future additions to the Project. Upon the TOWN's request, the CONSULTANT and its sub-consultants will furnish to the TOWN, copies, including reproducible copies, electronic data and computer files of the Drawings and Specifications and other Instruments of Service.

5.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the TOWN's or CONSULTANT's rights.

5.3 CONSULTANT represents and warrants to TOWN that it is the owner of all Instruments of Service prepared by itself and has the sole authority to grant TOWN use provisions of these Instruments of Service in accordance with this Agreement. With respect to Instruments of Service for the Project owned by CONSULTANT's sub-consultants, CONSULTANT, in its agreement with such sub-consultants to provide services for this Project, shall cause such sub-consultants to grant to the TOWN the same use provisions as are included herein.

ARTICLE 6 - TERM OF CONTRACT

6. The continuing contract for professional CONTINUING CONTRACT services shall have a term of five (5) years, with five (5), one (1) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the Town Administrator.

ARTICLE 7 - TERMINATION

7.1 Termination by Town for Convenience. This Continuing Contract may be terminated by the Town for convenience upon at least thirty days' written notice to the CONSULTANT. Under such conditions, CONSULTANT will only be entitled to receive compensation for services rendered that are specifically within the services for which the Town Administrator has, in writing, authorized CONSULTANT to proceed and only up through the date that is no later than thirty days after the date written notice for such termination for convenience is issued by the TOWN to CONSULTANT. CONSULTANT will be able to recover for its work performed; actual cost and expenses; and fair and reasonable sums for overhead and profit for work performed. Upon receipt of a notice of termination for convenience by the TOWN, the CONSULTANT will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due CONSULTANT from the TOWN pursuant to this Paragraph

7.2 Default by CONSULTANT. In addition to defaults resulting from the CONSULTANT's failure to strictly comply with any term, condition, or agreement set forth herein, the CONSULTANT shall be in default under this Continuing Contract if:

- A. The CONSULTANT ceases to carry the insurance required hereunder or the insurance is cancelled.
- B. A default should occur in the performance of any sub-consultant or contractor employed by the CONSULTANT and not corrected by CONSULTANT or another replacement sub-consultant or contractor employed by CONSULTANT within ten (10) days after notice from the TOWN.
- C. The CONSULTANT fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.
- D. The CONSULTANT fails to timely (30 days) pay any sub-consultant or contractor employed by the CONSULTANT.

Notwithstanding the foregoing, CONSULTANT shall have the right to contest disputed invoices in good faith, without being in default of this Continuing Contract, but will bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith within ten (10) days of the date of recording of such lien.

- E. The CONSULTANT fails to correct any error or material inconsistency in its or its sub-consultants Drawings and Specifications or other Instruments of Service within ten (10) days after such error or material inconsistency is reported to the CONSULTANT.
- F. The CONSULTANT fails to perform its obligations under this Continuing Contract in a timely and expeditious manner within ten (10) days after notice from the TOWN.

7.3 TOWN'S Compensation for Default by CONSULTANT. In the event of termination due to the fault of the CONSULTANT under this Continuing Contract, the TOWN shall be compensated for all reasonable costs and expenses including reasonable attorneys' fees and costs incurred in connection with replacing the CONSULTANT hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement CONSULTANT and the completion of the CONSULTANT services hereunder. This is not intended to limit the TOWN's rights or ability to recover damages in the event of a breach by the CONSULTANT under this Continuing Contract. Additionally, the TOWN shall have the right to use the CONSULTANT 's Drawings, Specifications, and other Instruments of Service in the event of a default by the CONSULTANT, regardless of the payment status for such Instruments of Service.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Governing Law, Jurisdiction, Venue and Attorney's Fees. In the event of any action, litigation, or proceedings of any type regarding or relating to performance of this Continuing Contract, the prevailing party shall be entitled to recover its reasonable costs, expert's fees and attorney's fees at all hearings, trials, bankruptcy, and appellate levels. All disputes pursuant to this Continuing Contract shall be first subject to mediation in Broward County with a mutually agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional CONTINUING CONTRACT services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation shall be filed in a court of competent jurisdiction and the sole and exclusive venue shall be in Broward County, Florida. This Continuing Contract shall be governed by the laws of the State of Florida. Mediation shall be conducted within sixty (60) days of either Party's written request. The parties shall share, 50/50, the cost of the mediator.

8.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, CONSULTANT AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY

HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS CONTINUING CONTRACT.

8.3 Insurance Coverages and Minimum Amounts. CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at least one (1) year beyond its completion a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

8.3.1 Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

8.3.2 Worker's Compensation and Employer's Liability Insurance for all employees of the CONSULTANT engaged in services under the Contract in accordance with the laws of the State of Florida. CONSULTANT hereby agrees to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

8.3.3 (Comprehensive) Commercial General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage at \$2,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability annual aggregate:

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted, and;
7. Explosion, collapse, underground coverage (X-C-U)

8.3.4 Comprehensive Automobile Liability Insurance. for all owned, non-owned and hired automobiles and other vehicles used by CONSULTANT in the performance of services pursuant to this Contract with the following minimum limits of liability: \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

8.3.5 Aggregate Limits. Commercial General Liability shall be \$2,000,000.

***All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator.
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

All notifications shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

CONSULTANT is required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding.

84 Indemnification. To the fullest extent permitted by Florida Statute, Section 725.08, CONSULTANT shall indemnify, hold harmless the TOWN, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of the CONSULTANT or its sub-consultants, agents, officers, employees or independent contractors pursuant to the Continuing Contract, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the CONSULTANT and/or its sub-consultants, agents, or employees in the performance of the operations or services under the Continuing Contract.

8.4.1 Errors and Omissions:

The CONSULTANT to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time period and specified cost. The CONSULTANT shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient CONSULTANT with respect to the disciplines required for the

performance of the Work in the State of Florida. The CONSULTANT is responsible for and represents that the Work conforms to TOWN'S requirements as set forth in this Agreement. The CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the TOWN may have, the CONSULTANT shall, at its expense, re-perform the services to correct any deficiencies, which result from the CONSULTANT'S failure to perform in accordance with the above standards. The TOWN shall notify the CONSULTANT in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN'S inspection, review, approval, or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the CONSULTANT or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the TOWN 'S rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The CONSULTANT and its sub-consultants and Subcontractors shall be and remain liable to the TOWN in accordance with applicable law for all damages to TOWN caused by any failure of the CONSULTANT or its sub-consultants and Subcontractors to comply with the terms and conditions of this Agreement or by the CONSULTANT'S or Sub-consultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors, or omissions in the performance of this Agreement. With respect to the performance of Work by sub-consultants and Subcontractors, the CONSULTANT shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

85 Patent and Copyright Indemnification. CONSULTANT agrees to indemnify, defend, save, and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities, and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other such work in connection with the performance of the Continuing Contract.

86 Successors and Assigns. This Continuing Contract is binding upon the parties hereto, their successors and assigns and replaces, provided, however, neither party shall assign or transfer any interest in this Continuing Contract without the written consent of the other party.

87 No Damage for Delays by TOWN. CONSULTANT's sole remedy for any (i) delay in the commencement, prosecution, or completion of its services, (ii) hindrance or obstruction in performance of its services, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this subparagraph as "delays"), whether or not such delays are foreseeable, shall be non-compensable. TOWN shall act reasonably in granting extensions of time to the CONSULTANT. All extensions to the time for performance shall be authorized only by written Change Order executed by the TOWN and CONSULTANT. In no event shall the CONSULTANT be entitled to any other compensation or recovery of any damages under or pursuant to this subparagraph in connection with any delay, including, without limitation, consequential damages, lost

opportunity costs, impact damages or other similar remuneration.

88 Audit and Inspection Rights and Retention of Records by CONSULTANT. The TOWN shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Continuing Contract. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Continuing Contract. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Continuing Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination or expiration of this Continuing Contract, unless CONSULTANT is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry. In addition, CONSULTANT shall respond to the reasonable inquiries of success or CONSULTANTS, if any, and allow successor CONSULTANTS to receive working papers relating to matters of continuing significance. In addition, CONSULTANT shall provide a complete copy of *all* working papers including electronic files to the TOWN, prior to final payment by the TOWN under this Continuing Contract.

89 Performance During Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute noticed in writing between the TOWN and the CONSULTANT, the CONSULTANT and, if applicable, its sub-consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms of this Continuing Contract so long as the CONSULTANT receives payment for the matter(s) not in dispute.

810 TOWN's Review of Documents. Review and approval of documents or submittals by the TOWN shall be for general design compliance and approval of such submittals shall not relieve the CONSULTANT of any responsibility or liability hereunder.

811 Entire Agreement. This Continuing Contract is deemed effective only upon execution by both parties. Additionally, this written Continuing Contract represents the entire and integrated agreement between the TOWN and the CONSULTANT and supersedes all prior negotiations or agreements, either written or oral. This Continuing Contract may be amended only if agreed to by both parties, in writing. Pursuant to Florida Statute, Section 287.055, this Continuing Contract may be terminated in accordance with Sections 6 and 7 hereof.

812 Invalid Provisions. Any term or provision of this Continuing Contract found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this Continuing Contract shall remain in full force and effect.

813 Non-Discrimination. During the performance of this contract, the CONSULTANT agrees to remain in full compliance with State and Federal laws pertaining to the hiring and firing of all employees including, but not limited as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor in all solicitations will ensure that all applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(4) The contractor will include the portion of the sentence immediately preceding paragraph (1) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by equal opportunity with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8.14 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8.15 Access to Records. The following access to records requirements applies to this contract:

(1) The CONSULTANT agrees to provide Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Town and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

816 Sovereign Immunity. Nothing in this Continuing Contract is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida law and statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

817 NO Third-Party Beneficiaries. This Continuing Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Continuing Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

818 Funding. The obligation of TOWN for payment to CONSULTANT for services is limited by Florida law to the availability of funds appropriated in a current fiscal period and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

819 Manner of Performance. CONSULTANT agrees to perform its services in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations, and codes. CONSULTANT agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. CONSULTANT agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. CONSULTANT further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Continuing Contract. Failure of CONSULTANT to comply with this paragraph shall constitute a material breach of this Continuing Contract.

820 Public Records. The TOWN is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Firm acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to TOWN's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law.

CONSULTANT agrees to maintain public records in CONSULTANT's possession or control in connections with CONSULTANT's performance under this agreement and to provide the public with access to public records in accordance with the record maintenance, production and codes requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONSULTANT shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by TOWN.

821 Public Entity Crimes. In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform services as an CONSULTANT, contractor, supplier, or subcontractor, under a contract with TOWN, and may not conduct business with TOWN for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in TOWN's immediate termination of this Continuing Contract.

822 Changes and Modification of Continuing Contract. TOWN and CONSULTANT may request changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Continuing Contract. Such changes only become part of this Continuing Contract and increase, decrease or otherwise modify the services under this Continuing Contract if evidenced by a written Change Order executed by TOWN and CONSULTANT, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

823 False Claims. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

824 No Waiver of Rights. Neither the TOWN's review, approval or payment for any of the services required under this Continuing Contract shall be construed to operate as a waiver of any of TOWN's rights under this Continuing Contract or of any causes of action arising out CONSULTANT's performance of the services under this Continuing Contract, and CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by the CONSULTANT's negligent or improper performance of any of the services furnished under this Continuing Contract, irrespective of the TOWN's review, approval or payment for any of the services under this Continuing Contract. The rights and remedies of the TOWN provided for under this Continuing Contract are in addition to all other rights and remedies provided to TOWN by law.

825 Gender. Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

826 Time is of the Essence. Time is of the essence for all of CONSULTANT's obligations under this Continuing Contract.

827 Days. The terms "days" as referenced in this Continuing Contract shall mean consecutive calendar days, unless specifically stated to be "workdays."

828 Equal Opportunity Employment.

A. CONSULTANT will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, religion, gender, color, or national origin. Such action must include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause included in section 8.13 of this Continuing Contract.

B. CONSULTANT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

C. CONSULTANT shall comply with Copeland Anti-Kickback Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR Part 3).

D. CONSULTANT shall comply with the Contract Work Hours and Safety Standards Act (40 US 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

829 Notice. Notices shall be given by Certified Mail (RRR), recognized overnight delivery service with tracking receipt, or hand delivery or courier with signed receipt. Notices shall be given to the following addresses:

AS TO TOWN:

Andrew D. Berns
Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

AS TO ENGINEER:

Professional Service Industries, Inc.
7950 NW 64th Street
Miami FL 33166

With a copy to the Town Attorney:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

830 Independent Contractor. CONSULTANT is an independent contractor of TOWN under this Continuing Contract. In providing services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the services rendered under this Continuing Contract shall be exclusively and solely those of CONSULTANT. This Continuing Contract shall not constitute or make the TOWN and CONSULTANT a

partnership or joint venture.

831 Conflicts. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently, recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Continuing Contract.

A. CONSULTANT agrees that none of its officers or employees shall, during the term of this Continuing Contract, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

B. In the event CONSULTANT is permitted to utilize sub-consultants or subcontractors to perform any services required by this Continuing Contract, CONSULTANT agrees to prohibit such sub-consultants or subcontractors, by written contract, from having any conflicts within the meaning of this Section.

832 Contingency Fee. 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 Continuing Contract 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 Continuing Contract. For a breach or violation of this provision, TOWN shall have the right to terminate this Continuing Contract without liability and, at its discretion, to deduct from the Continuing Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

833 Materiality and Waiver of Breach. TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Continuing Contract and, therefore, is a material term hereof. TOWN's failure to enforce any provision of this Continuing Contract shall not be deemed a waiver of such provision or modification of this Continuing Contract. A waiver of any breach of a provision of this Continuing Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

834 Joint Preparation. The TOWN and CONSULTANT both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Continuing Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as

a matter of judicial construction, be construed more severely against one of the parties than the other.

835 Drug-Free Workplace. CONSULTANT shall maintain a drug-free workplace.

836 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Continuing Contract.

837 Binding Authority. Each person 'Signing this Continuing Contract on behalf of either party individually warrants that he or she has full legal power to execute this Continuing Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Continuing Contract.

838 Truth-in-Negotiation Certificate. Signature of this Continuing Contract 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 Continuing Contract are accurate, complete, and current at the time of contracting.

839 Scrutinized Companies. Pursuant to Florida Statute Sec. 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Syria or Cuba.

840 E-Verify

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches.

Should Vendor become the successful Contractor awarded these services, by entering into this

Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Town for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2022.

WITNESSES:

[Signature]

CONSULTANT:

PROFESSIONAL SERVICE INDUSTRIES, INC.

By:

[Signature]
Juan Villegas, PE, Principal

10 day of Nov 2022

Candace Sundue
Office Manager

WITNESSES:

[Signature]

TOWN OF SOUTHWEST RANCHES

By:

Steve Breitkreuz, Mayor

___ day of ___ 2022

Cruz M Fernandez
Project Manager

WITNESSES:

[Signature]

By:

Andrew D. Berns, Town Administrator

___ day of ___ 2022

Stephanie Chapman
BDA

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.195.01

EE SC ED LE



Unit Price

Unit

GEOTECHNICAL SERVICES

A	Modification of Truck Mounted Drill Rig or coring machine required special/restricted access equipment like ATIS, O-Road or Marine Equipment to be negotiated		Up to 4 Percolations per Day or Up to 100 Ft. of Borings.
B	Borings Standard Penetration per ASTM D <input type="checkbox"/> it <input type="checkbox"/> or <input type="checkbox"/> it out Casing		
	Penetration Depth 0' to 50'		Per Foot
	Penetration Depth 51' to 75'		Per Foot
	Penetration Depth 76' to 100'		Per Foot
	Penetration Depth 101' to 150'		Per Foot
	Penetration Depth 151' to 200'		Per Foot
	Penetration Depth 201' to 250'		Per Foot
C	Auger Borings per ASTM D <input type="checkbox"/> Penetration Depth		
	Penetration Depth 0' to 50'		Per Foot
	Penetration Depth 51' to 75'		Per Foot
	Penetration Depth 76' to 100'		Per Foot
	Penetration Depth 101' to 150'		Per Foot
D	Roc Coring per ASTM D <input type="checkbox"/> (Max <input type="checkbox"/> inc <input type="checkbox"/> Size		
	Penetration Depth 0' to 50'		Per Foot
	Penetration Depth 51' to 75'		Per Foot
	Penetration Depth 76' to 100'		Per Foot
	Penetration Depth 101' to 150'		Per Foot
D	Roc Coring per ASTM D <input type="checkbox"/> (Max <input type="checkbox"/> NX Size		
	Penetration Depth 0' to 50'		Per Foot
	Penetration Depth 51' to 75'		Per Foot
	Penetration Depth 76' to 100'		Per Foot
	Penetration Depth 101' to 150'		Per Foot
E	<input type="checkbox"/> inc Diameter Casing <input type="checkbox"/> or Roc Coring <input type="checkbox"/>		
	Penetration Depth 0' to 50'		Per Foot
	Penetration Depth 51' to 75'		Per Foot
	Penetration Depth 76' to 100'		Per Foot
	Penetration Depth 101' to 150'		Per Foot
	Penetration Depth 111' to 200'		Per Foot
	<input type="checkbox"/> undisturbed Sampling per ASTM D <input type="checkbox"/>		Per Sample
G	Double Ring Infiltration Test per ASTM D <input type="checkbox"/> (Soil Area or Grass Areas) (Min <input type="checkbox"/> Tests)		Per Test
	Percolation Tests		
	Open Hole Method (Min. 2 Tests)		Per Test
I	Casing <input type="checkbox"/> or <input type="checkbox"/> Grout / Approved Methods to Seal pro-Site		Per Linear Foot
	Trench Test per Soils after Management District <input type="checkbox"/> (Excludes Equipment and Operator)		Per Test
	Ground Penetrating Radar Surveys up to <input type="checkbox"/> Square Feet		Per Day
L	Ground Penetrating Radar Survey Report		Per Report

MONITORING WELLS (Includes Drilling)

A	Modification of Truck Mounted Drill Rig Same Conditions Apply as referenced <input type="checkbox"/> or		Up to 2 Wells per Day
B	Monitoring Well Installation <input type="checkbox"/> P.C. Max <input type="checkbox"/> Dept <input type="checkbox"/> Min <input type="checkbox"/> <input type="checkbox"/> e.s.		Per Well
C	Monitoring Well Abandonment <input type="checkbox"/> P.C. Max <input type="checkbox"/> Dept <input type="checkbox"/> Min <input type="checkbox"/> <input type="checkbox"/> e.s.		Per Well
D	Monitoring Well Abandonment <input type="checkbox"/> P.C. Max <input type="checkbox"/> Dept <input type="checkbox"/> Min <input type="checkbox"/> <input type="checkbox"/> e.s.		Per Well
E	Monitoring Well <input type="checkbox"/> P.C. Max <input type="checkbox"/> Dept <input type="checkbox"/> Min <input type="checkbox"/> <input type="checkbox"/> e.s.		Per Well
	Monitoring Well Installation <input type="checkbox"/> P.C. Greater than <input type="checkbox"/> up to <input type="checkbox"/> Min <input type="checkbox"/> <input type="checkbox"/> e.s.		Per Well
	<input type="checkbox"/> Excludes Permit.		
G	Boat Rental <input type="checkbox"/> Min <input type="checkbox"/> Hour Days		Per day

SOILS

A	Field Density Tests Includes Traffic Mileage Defer and Certified Report Does NOT		
	Nuclear Method per AASHTO T-238 & ASTM D-2922, (Moisture per AASHTO T-239 &		
3A.1	Per Test (From 1 thru 4 Tests), Per Trip		Per Test
3A.2	Per Test (From 5 thru 10 Tests), Per Trip		Per Test
3A.3	Per Test (From 11 or More Tests), Per Trip		Per Test
3A.4	Hourly Rate-(Min. 4 Hrs.) (Unlimited Tests) (7:00 AM to 6:00 PM) (Equipment ONLY, <input type="checkbox"/> If Laboratory Finishes Work in Less than the 4 Hr. Increment, they Shall be Paid for the		Per Hour
3A.5	Evening Density Testing <input type="checkbox"/> PM to <input type="checkbox"/> AM <input type="checkbox"/> Requested Designee to <input type="checkbox"/>		Per Hour
B	Moisture Density Tests (Proctor)		
3B.1	Standard per AASHTO T-99 and ASTM D-698 (Non-Traffic Areas)(Min. 2 Tests per		Per Test
3B.2	Modified per AASHTO T-180 and ASTM-1577 (Building / Highway Projects) (Min. 2		Per Test
C	Limerock Bearing Ratio (LBR) DOT		Per Test
D	Carbonates on LBR Material Tests per Trip		Per Test
E	Laboratory California Bearing Ratio (CBR) per ASTM D <input type="checkbox"/> (One Point)		Per Test
4E.1	Lab Proctor Test		Per Test
4E.2	Three (3) Point CBR		Per Test
	Field California Bearing Ratio per Asphalt Institute MS <input type="checkbox"/> Latest Version <input type="checkbox"/> Reaction Load		Per Test
G	Moisture Content		Per Test
	Organic Content		
	Limerock per AASHTO T-267 (by Incineration)		Per Test
I	Grain Size per AASHTO T <input type="checkbox"/> (Sieve Analysis On <input type="checkbox"/>		Per Test
	Mechanica Analysis per ASTM D <input type="checkbox"/> or T <input type="checkbox"/> and T <input type="checkbox"/>		Per Test

	Unit Price	Unit
<input type="checkbox"/> Soil Classification per ASTM D 1586 and D 1586 (AASHTO Unified)	000000	Per Test
<input type="checkbox"/> Los Angeles Abrasion on Rip/Rap per ASTM C 136 (Large Size Coarse Aggregate)	000000	Per Test
<input type="checkbox"/> Soundness on Rip/Rap per ASTM C 106 (Cyclic Sodium Sulfate)	000000	Per Test
<input type="checkbox"/> Soil Specific Gravity per ASTM D 155	000000	Per Test
<input type="checkbox"/> Material Finer than 75 Sieve per ASTM C 136	000000	Per Test
<input type="checkbox"/> Liquid Limit per ASTM D 1586 (Atterberg Limits)	000000	Per Test
<input type="checkbox"/> Salt Content per DOT M 1000	000000	Per Test
<input type="checkbox"/> Limerock Base Thickness Determination (Minimum 1" Diameter Cores Minimum Tests)	000000	Per Test
<input type="checkbox"/> Limerock Chemical Analysis per DCP (DOT Tests Minimum)	000000	Per Day
<input type="checkbox"/> Limerock Chemical Analysis per DCAD (AAP Tests Minimum)	000000	Per Test
<input type="checkbox"/> Resistivity Test in Accordance with California Method (California Breachdown for Test)	000000	Per Test
<input type="checkbox"/> Sediments Tests	000000	Per Test
<input type="checkbox"/> Soil Load Bearing Test (Plate Load, Reaction Load, Others)		
3W.1 Static Load on Footings per ASTM D-1194	000000	Per Test
3W.2 Repetitive Static Load for Pavement per ASTM D-1195	000000	Per Test
3W.3 Non-Repetitive Static Load for Pavement per ASTM D-1196	000000	Per Test
<input checked="" type="checkbox"/> Horticulture Service for Paving of Soil	000000	Per Test
<input type="checkbox"/> Horticulture Service for Sulfate Salts in Soil	000000	Per Test
<input type="checkbox"/> Horticulture Service for Macro Nutrients in Soil	000000	Per Test
AA Sample Preparation		Per Hour
<input type="checkbox"/> ASPHALT CONCRETE		
<input type="checkbox"/> Includes Traffic Mileage Determination and Certified Report (Does NOT include Technician time or		
<input type="checkbox"/> Asphalt Paving Design (Marsden Method Includes Sampling, Standard Design and	000000	Per Mix
<input type="checkbox"/> Analysis of Special Design Mix	000000	Per Mix
<input type="checkbox"/> Marsden Properties (DOT Procedures, Air Voids, Paving / Paving Technician plus tests)		
4C. 1 Stability per ASTM D-1559 or AASHTO D-T 245 (Set of 3 Specimen).	000000	Per Set
4C. 2 Flow per ASTM - 1559 or AASHTO D-T 245 (Set of 3 Specimen).	000000	Per Set
4C. 3 Density per ASTM D-2726 (Set of 3 Specimen).	000000	Per Set
4C. 4 Air Voids per ASTM- 3203 (Set of 3 Specimen).	000000	Per Set
4C. 5 Maximum Density per ASTM D-2041.	000000	Per Set
4C. 6 Particle Coating per ASTM D-2489.	000000	Per Sample
4C. 7 Sampling/Prep. Per ASTM D-1559 / D-2726.	000000	Per Sample
4C. 8 Bulk Specific Gravity of Drilled Core per ASTM D-2726.	000000	Per Core
4C. 9 Moisture Content - Drying per ASTM C-566.	000000	Per Sample
4C. 10 Moisture Content - Distillation per ASTM D-1461.	000000	Per Sample
4C. 11 Asphaltic Specific Gravity / Absorption of Aggregate Blends.	000000	Per Aggregate Sample
4C. 12 Sampling Hot Mix at Manufacturer Per ASTM D-979.		Per Hour
4C. 13 Effect of Water on Hot Mix per ASTM D-1075 (Set of 6 Samples).	000000	Per Set
4C. 14 Washed Sieve Analysis.	000000	Per Sample
4C. 15 AASHTO T-182.	000000	Per Sample
4C. 16 Flat / Elongated Pieces per ASTM D-4791.	000000	Per Sample
4C. 17 Effect of Moisture On Hot Mix per ASTM D-4867 (Set of 6 Samples).	000000	Per Set
4C. 18 Sand Equivalent per ASTM D-2419	000000	Per Sample
4C. 19 Effect of Water on Cohesion per ASTM D-1075 / Modified.	000000	Per Sample
<input type="checkbox"/> Extraction/Gradation Analysis per ASTM D 1586	000000	Per Test
<input type="checkbox"/> Asphalt Plant Technician (using DOT Approved Plant Laboratory and Procedures) or		Per Hour
<input type="checkbox"/> Paving Technician (or On-Site Paving Operations) Inspections per DOT Procedures		Per Hour
<input type="checkbox"/> Asphalt Densities (Nuclear Back Scatter Method)	000000	Per Test
<input type="checkbox"/> Asphalt Core Drilling (or Thickness Measurements) Includes Asphalt Paving (Minimum)	000000	Per Core
<input type="checkbox"/> Asphalt Cores Laboratory Tests (or Measurements per ASTM D 1586 and Weight per Cubic	000000	Per Core
<input type="checkbox"/> Grator Compaction (Bulk Specific Gravity)	000000	Per Sample
<input type="checkbox"/> CONCRETE TESTING		
<input type="checkbox"/> Compressors Cast and Tested (Laboratory Inclusion of Traffic Mileage Determination and		
5A.1 Standard 6"x12" or 4"x 8" Cylinder. (Concrete Temperature Test and Slump Test) (Per	000000	Per Set
5A.2 Additional Standard 6"x12" or 4"x 8" Cylinders. (Per ASTM C-31 "Section 7")	000000	Per Cylinder
5A.3 Lab. Strength Tests per C-39 using C-617 or C-1231)	000000	Per Cylinder
5A.4 Lightweight 3"x 6" Cylinder Includes Concrete Per ASTM C-495 (Max. 5 Cylinders Per	000000	Per Set
5A.5 Air Entrainment per ASTM C31(used Concurrently with Concrete Set Testing).	000000	Per Set
5A.6 Cylinder Pick-Up.	000000	Per Hour
<input type="checkbox"/> Securing Structural or Pavement Cores per ASTM C 106 (Maximum Diameter Cores Minimum)		
5B.1 8" Deep	000000	Per Core
5B.2 14" Deep	000000	Per Core
5B.3 12" Deep x 12" Diameter	000000	Per Core
<input type="checkbox"/> Cores Trim and Compression Test per ASTM C 106	000000	Per Test

Unit Price

Unit

D	Concrete Masonry Units per ASTM C		
5D. 1	Concrete Brick per ASTM C-551. (Min. 2 Bricks)		
	5D.1A Compression		Per Brick
	5D.1B Absorption		Per Brick
	5D.1C Dimension		Per Brick
	5D.1D Appearance		Per Brick
5D. 2	Block, Manhole		Per Test
5D. 3	Block, Concrete Compression per ASTM C-140 - Individual Units.		Per Test
5D. 4	Block, Concrete Absorption per ASTM C-140 Individual Units.		Per Test
5D. 5	Moisture Content of Concrete Block per ASTM C-140.		Per Block
5D. 6	Block Series, Dimensions, Compression, Absorption, Moisture Content and Unit Weight		Per Block
5D. 7	Mortar Cubes 2"x 2"x 2" Compression Test per ASTM C-109 (Min. 3 per Test) (Cast by		Per Cube
5D. 8	Masonry Prisms per ASTM C-1314 (Fabricated by Contractor) (Unfilled).		Per Prism
5D. 9	Sampling and Pick-Up (Casting Not Included).		Per Hour
5D. 10	Concrete Block Unit Weight per ASTM C-140.		Per Block
5D. 11	Grout Cube Compression Test per ASTM C-1014 (Cast by Others).		Per Cube
5D. 12	Technician to Cast Mortar or Grout Cubes in Laboratory or On-Site (Incl. Slump &		Per Hour
5D. 13	On-Site Masonry Inspector per ACI-530.1 (Min. 4 Hrs.)		Per Hour
E	Concrete Beams		
5E.1	Flexural Test Cast per ASTM C-36 (Min. 3 Beams)		Per Beam
5E.2	Flexural Strength Test		Per Beam
	Air Content per ASTM C or ASTM C		Per Test
G	Concrete Densities		Per Test
	Design Mix per ACI Standard Aggregate Materials Furnished Supplier/Laborator		Per Mix
	(Additional Design Mixes in Series)		Per Mix
5H.1	Design Mix Materials Testing.		
	5H.1a Gradation.		Per Test
	5H.1b Fine Aggregate Gravity and Absorption C-127.		Per Test
	5H.1c Coarse Aggregates Specific Gravity and Absorption C-128.		Per Test
	5H.1d LA Abrasion C-88.		Per Test
I	On-Site Inspection per ACI and ACI R Per Site Visit as Approved by the Engineer		Per Hour
	Concrete Plant Inspection per ACI Mix and Weight Verification		Per Hour
	 Windsor Probe Test per ASTM C Penetration Resistance to Determine Compressive Strength		Per Trip Per Location
L	ASTM C Set of Probes per Test		Per Test
M	Concrete Rebound Hammer Test per ASTM C Use of Spring Driven Steel Hammer to		Per Hour
N	Pushout per ASTM C Includes Pin Installation		Per Test
O	Thickness of Concrete per ASTM C		Per Hour
P	Corrosion Activity per ASTM C		Per Hour
	Chloride Content		
	5Q.1 Per ASTM C-1152		Per Test
	5Q.2 Per ASTM C-1218		Per Test
R	Pacometer (Magnometer) Readings for Rear Location Approximate Size and Spacing		Per Hour
S	Los Angeles Abrasion per ASTM C Small Size Coarse Aggregate		Per Test
T	Slake Analysis per ASTM		Per Test
	Absorption Fine Aggregate per ASTM C Coarse Aggregate per ASTM C		Per Test
	Specific Gravity Fine Aggregate per ASTM C Coarse Aggregate per		Per Test
	Weight per Cubic Foot per ASTM C		Per Test
STEEL			
	(Use - AWA, AMS, AWS, ASME, API, as Applicable)		
A	Shop / Field Weld Inspection per ASTM D		Per Hour
B	ASME Welder Tests Groove or Joint		
	Plate		Per Position
	Pipe		Per Position
C	Reinforcing Steel Tensile Test		Per Test
D	Reinforcing Steel Deformation Test		Per Test
E	Reinforcing Bar Placement Inspection		Per Hour
	Chemical Laboratory Test		
	Welding Inspection and Dye Penetrant Weld Testing		Per Hour
G	Radiograph Field Inspection (Min Tests)		Per Test
MECHANICAL			
A	Sound Surveys Includes Trade Time		Per Hour
B	Lighting Surveys Includes Trade Time		Per Hour
FIRE PROOFING			
A	Inspection of Sprayed On Fireproof Coating on Structural Steel		
	8A.1 4 Hours Minimum		Per Hour
	8A.2 Laboratory Unit Weight Test of Fireproofing Coating per ASTM E-605		Per Test
	8A.3 Field Adhesion / Cohesion Tests per ASTM E-736		Per Test
STRAIN MEASUREMENTS (SR INDICATOR)			
A	Technician Services to Install Gauges/Make Strain Reading		Per Hour
ULTRASONIC INSPECTIONS			
A	Services of an Ultrasonic Technician and Equipment		Per Hour
B	Assistant Technician		Per Hour

	Unit Price	Unit
STRUCTURAL STEEL		
A Structural Steel Shop or Field Inspector (hrs) Min		Per Hour
B Bolt Tightening Inspection (sing)		
11B.1 Torque Wrench		Per Hour
11B.2 Reg. Wrench		Per Hour
11B.3 Filler Gauge		Per Hour
WELDING		
A Welding Inspector (hrs) Min Per Inspection		Per Hour
B Certified Welding Inspector (hrs) Min		Per Hour
MAGNETIC PARTICLE TESTING (MAGNACLX)		
A Services of a Non-Destructive Technician (hrs) Min		Per Hour
B Magnau Testing		Per Test
ROOFING		
(All Tests Performed Shall be in Accordance with Current Edition of the Florida Building Code at Time the		
A Built-up Roof Sample Analysis Test Method for Moisture in Mineral Aggregate used for		Per Test
B ASTM		Per Test
C Compression Test Roof Tiles		Per Hour
D Adsorption Test Roof Tiles Per Set		Per Set
E Split Test of Roof Tiles Per Set		Per Set
Core Samples (Min samples)		Per Sample
G Visual Inspections		
Per Job Min.		Per Job Min.
Per Square Foot		Per Sq. Ft.
I Infrared Moisture Surfer Modification of Equipment		
Per Job Min.		Per Job Min.
Per Square Feet		Per Sq. Ft.
J Asbestos Testing		Per Sample
K Nuclear Moisture Testing		
Per Job Min.		Per Job. Min
Per Square Feet		Per Sq. Ft.
Per Job Min.		Per Job. Min
Per Square Feet (Additional Sq. Ft. Survey)		Per Sq. Ft.
L Bonded Pull Test (Min Tests)		Per Test
M Fastener Pull Test (First Sample) Per Dec Includes Tests		Per Test
Per New Roof (Core Sample) (Min 5 Tests)		Per Test
Existing Roof (Core Sample) (Min 5 Tests)		Per Test
N Beam Chamber Test (Max Tests / An Additional Test)		Per Test
O Tie Split Test (TAS)		
Per Square Feet (2,500 Sq. Ft.)		Per Sq. Ft.
Additional per Square		Per Sq. Ft.
P Engineer's Report		Per Hour
SOILS/SOILS TESTING		
A Arsenic EPA 206.3		Per Test
B Cadmium EPA 213.1		Per Test
C Chromium EPA 218.1		Per Test
D Iron EPA 236.1		Per Test
E Lead EPA 239.1		Per Test
F Mercury EPA 245.1		Per Test
G Selenium EPA 270.3		Per Test
H Silver EPA 272.1		Per Test
I TCLP/ SPLP Extraction		Per Test
J Preparation Sludge / Soil		Per Test
K Sampling (Environmental)		Per Test
L Agricultural Soil Analysis - S/7		Per Test
M Nitrogen - Nitrate		Per Test
N Nickel		Per Test
O Zinc		Per Test
P PH		Per Test
WATER TESTING		
A EPA 601 & 602		Per Test
B EPA 610		Per Test
C EPA 8100		Per Test
D EPA 504.1		Per Test
E EPA 239.2		Per Test
F EPA 418.1		Per Test
G PH		Per Test
H BOD		Per Test
I COD		Per Test
J Bacteriological Water Potable Analysis Includes		
17J.1 Total Coliforms (Standard Method No. 9222B)		Per Sample
17J.2 Total Coliforms with Confirmation for E-Coli (Std. Method No. 92223B)		Per Sample
17J.3 Presence / Absence of Coliform Groups (Standard Method No. 9221D)		Per Sample
17J.4 Sampling / Environmental (Pick-up of Sample)		Per Test

	Unit Price	Unit
<input type="checkbox"/> Copper		Per Sample
L <input type="checkbox"/> Phenols		Per Test
M <input type="checkbox"/> Oil & Grease		Per Test
N <input type="checkbox"/> Total Dissolved Solids		Per Test
O <input type="checkbox"/> Total Suspended Solids		Per Test
P <input type="checkbox"/> 504		Per Test
<input type="checkbox"/> Soil 8010 / 8020		Per Test
R <input type="checkbox"/> Bacteriological Testing for Potable Water Mains		Per Test
ASBESTOS TESTING (Includes Sample Preparation)		
A <input type="checkbox"/> PLM (Polarized Light Microscopy)		Per Sample
B <input type="checkbox"/> PCM (Phase Contrast Microscopy)		Per Sample
C <input type="checkbox"/> TEM (Transmission Electron Microscopy)		Per Sample
INDOOR AIR QUALITY TESTING		
A <input type="checkbox"/> Environmental Laboratory Analysis Fees		
19A.1 On-Site Collection		
Bioaerosols: 5 Predominant Organisms Identified		
x Fungi-Only Single, Characterization and Quantization.		Per Sample
x Bacteria-Only Single, Characterization and Quantization		Per Sample
x Fungi or Bacteria, Qualitative Only		Per Sample
x Microscopic Only (Air-O-Cell)		Per Sample
19A.2 On-Site Collection		
Bulk / Wipe Samples: 5 Predominant Organisms Identified		
x Fungi, Characterization and Quantization		Per Sample
x Bacteria, Characterization and Quantization		Per Sample
x Both Fungi or Bacteria, Qualitative Only		Per Sample
x Both Fungi or Bacteria, Qualitative (Colony Count)		Per Sample
19A.3 On-Site Collection		
Legionella Pneumophila:		
x Detection		Per Sample
x Identification		Per Sample
19A.4 On-Site Collection		
Other Microbiological & Special Culture:		
x Cryptococcus (Bulk)		Per Sample
x Other Pathogens		Per Sample
19A.5 On-Site Collection		
Allergen Essay:		
x Mite Characterization and Qualitative		Per Sample
x Cat Characterization and Qualitative		Per Sample
x Cockroach Characterization and Qualitative		Per Sample
x Endotoxin Characterization and Qualitative		Per Sample
x Allergen Essay (All of the Above)		Per Sample
19A.6 On-Site Collection		
Chemical Essay:		
x Total Volatile Organic Compounds (TVOC)		Per Sample
x Pesticide		Per Sample
19A.7 On-Site Collection		
Particulate Analysis:		
x Gravimetric Analysis		Per Sample
x Laser Diode Particulate Analysis		Per Sample
x Microscopic Evaluation (Air-O-Cell)		Per Sample
B <input type="checkbox"/> Certified Industrial Hygienist		Per Hour
ENVIRONMENTAL ENGINEERING – CONTAMINATION ASSESSMENT AND MONITORING		
A <input type="checkbox"/> WATER/ SOIL TESTING (Does not include sample collection)		
<input type="checkbox"/> EPA 8260		Per Test
<input type="checkbox"/> EPA 8270		Per Test
<input type="checkbox"/> EPA 8082		Per Test
<input type="checkbox"/> EPA 8081		Per Test
<input type="checkbox"/> EPA 8141		Per Test
<input type="checkbox"/> EPA 8151		Per Test
<input type="checkbox"/> Total Petroleum Recoverable Hydrocarbons by Method FL-PRO		Per Test
<input type="checkbox"/> PFAS Analytes (29 analytes) Methods 8327, 1633 (draft as of 9/3/21), 537.1 or similar.		Per Test
<input type="checkbox"/> Metals - EPA 6010		Per Test
<input type="checkbox"/> Metals - EPA 7470		Per Test
<input type="checkbox"/> Parameters not included - to be quoted on as needed		
B <input type="checkbox"/> EQUIPMENT		
<input type="checkbox"/> Groundwater Sampling Equipment (peristaltic pump, DTW, pH, Temp, DO, Turbidity)		per day
<input type="checkbox"/> Groundwater Sampling Equipment		per day
<input type="checkbox"/> Organic Vapor Analyzer		day
<input type="checkbox"/> Summa Canister Rental incl, flow regulator, canister for 1 week, and overnight shipping(2-way)		each
<input type="checkbox"/> Hand Auger		day
<input type="checkbox"/> Personal Protective Equipment		per man/day
<input type="checkbox"/> Groundwater Sampling -Disposables (Gloves, tubing, decontamination materials)		per g sample
<input type="checkbox"/> Vehicle Usage		per day

Unit Price

Unit

- B□□ Vehicle Usage
- B□□ Mileage
- B□□ Disposal of Non-Hazardous Waste Soil or Groundwater

□□□□□□
□□□□□

per □a□da□
per mile
Per Drum

□□□ **ENVIRONMENTAL ENGINEERING – REMEDIAL ACTION PLAN DESIGN. TO BE NEGOTIATED**

A□ Preparation o□Remedia□Action Plan

- A□□ Level 1 Remedial Action Plan
- A□□ Level 2 Remedial Action Plan
- A□□ Limited Scope Remedial Action Plan - Level 1
- A□□ Limited Scope Remedial Action Plan - Level 2

As per Service Fee
As per Service Fee
As per Service Fee
As per Service Fee

Site specific pricing may be appropriate for certain conditions and can be quoted.

□□□ **ENVIRONMENTAL ENGINEERING REMEDIAL ACTION PLAN/IMPLEMENTATION/OPERATION/MAINTENANCE□TO BE NEGOTIATED**

- A** Remedial System Installation
To be quoted on a case by case basis - site specific conditions and equipment will dictate system
- B** RAP Implementation
To be quoted on a case by case basis as function of system design and requirements
- C** Operation and Maintenance
To be quoted on a case by case basis as function of system design and requirements

As per Service Fee
As per Service Fee
As per Service Fee
As per Service Fee
As per Service Fee

□□□ **MAINTENANCE O□ TRAFFIC**

- A** Standard MOT Plan
- B** Standard MOT Crew (2 Lane Road)
- C** Municipal or Other Permit Fees

Per Plan
Per Day

□□□ **ENGINEERING SERVICES**

- A** Senior Technical Engineer Scientist
- B** Senior Project Manager / Registered Technical Staff
- C** Non Registered Technical Staff
- D** Support Staff / Field Staff
- E** Clerical / Administrative
- Engineering Technician (Applies to all Sub-Categories)
- G** Special Engineering Technician (Applies to all Sub-Categories)
- Special inspector for Threshold Building (State Certified) (2 Hrs. Min)
- I** Special Inspector Designee (4 Hrs. Min)
- Certified Welding Inspector (CWI)

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Per Hour
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Per Hour



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
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Andrew D. Berns, MPA, Town Administrator
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Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/17/2022
SUBJECT: Contract with TranSystems Corporation Consultants

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

On March 8, 2001, the Town Council authorized the issuance of a Request for Proposals (RFP) for Planning, Zoning and Land Use Services. On April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc., which later changed its name to The Mellgren Planning Group Inc.

On July 13, 2020, The Mellgren Planning Group Inc. sold its assets to SEPI Engineering & Construction, Inc., a North Carolina professional corporation. On August 13, 2020, pursuant to Resolution 2020-049, the Town Council transferred the Town's planning, zoning, and land use services to SEPI Engineering & Construction, Inc.

SEPI Engineering & Construction, Inc. assists the Town, on an hourly basis, to provide

planning, zoning, and land use services, as necessary, and at the discretion of the Town. SEPI Engineering & Construction, Inc., processes all land use and zoning public hearing items, as well as special projects for the Town. This Agreement is set to expire on April 28, 2025.

On September 20, 2022, SEPI Engineering & Construction, Inc. sold substantially all its assets to TranSystems Corporation Consultants.

The Town agrees to assign its agreement with SEPI Engineering & Construction, Inc. to TranSystems Corporation d/b/a TranSystems Corporation Consultants or to such other legal entity employing Jeff Katims.

Fiscal Impact/Analysis

None.

Staff Contact:

Jeff Katims, Town Planner

Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/10/2022	Resolution
Exhibit A	11/10/2022	Exhibit

RESOLUTION 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ASSIGNING THE TOWN'S PLANNING, ZONING AND LAND USE SERVICES TO TRANSYSTEMS CORPORATION D/B/A TRANSYSTEMS CORPORATION CONSULTANTS AS A RESULT OF ITS ACQUISITION OF SEPI ENGINEERING & CONSTRUCTION, INC. OR TO SUCH OTHER LEGAL ENTITY EMPLOYING JEFF KATIMS; AUTHORIZING THE MAYOR, THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO EXECUTE AN ASSIGNMENT, IF NECESSARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 8, 2001, the Town Council authorized the issuance of a Request for Proposals (RFP) for Planning, Zoning and Land Use Services; and

WHEREAS, on April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc., which later changed its name to The Mellgren Planning Group Inc.; and

WHEREAS, on July 13, 2020, The Mellgren Planning Group Inc. sold its assets to SEPI Engineering & Construction, Inc., a North Carolina professional corporation; and

WHEREAS, on August 13, 2020, pursuant to Resolution 2020-049, the Town Council transferred the Town's planning, zoning, and land use services to SEPI Engineering & Construction, Inc.; and

WHEREAS, SEPI Engineering & Construction, Inc. assists the Town, on an hourly basis, to provide planning, zoning, and land use services, as necessary, and at the discretion of the Town; and

WHEREAS, SEPI Engineering & Construction, Inc., processes all land use and zoning public hearing items, as well as special projects for the Town; and

WHEREAS, on April 28, 2022, pursuant to Resolution 2022-058, the Town approved the first amendment to the agreement with SEPI Engineering & Construction, Inc. increasing the hourly rates and extending the term of the agreement; and

WHEREAS, this Agreement is set to expire on April 28, 2025; and

WHEREAS, on September 20, 2022, SEPI Engineering & Construction, Inc. sold substantially all its assets to TranSystems Corporation Consultants; and

WHEREAS, pursuant to this Resolution, the Town agrees to assign its agreement with SEPI Engineering & Construction, Inc. to TranSystems Corporation d/b/a TranSystems Corporation Consultants or to such other legal entity employing Jeff Katims;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AS FOLLOWS:

Section 1: The above-referenced recitals are true and correct and are incorporated herein by this reference.

Section 2: The Town Council hereby approves the assignment of its planning, zoning and land use services from SEPI Engineering & Construction, Inc., to TranSystems Corporation d/b/a TranSystems Corporation Consultants or to such other legal entity employing Jeff Katims.

Section 3. The Town Council hereby authorizes the Mayor, the Town Administrator and the Town Attorney to execute an assignment, if necessary.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.197.01

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October 14, 2022

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

VIA EMAIL

RE: Internal Reorganization: Consent to Assignment of contracts listed in Exhibit I (Contracts) to TranSystems Corporation d/b/a TranSystems Corporation Consultants (Assignee).

To whom this may concern:

I am writing to inform you that TranSystems Corporation d/b/a TranSystems Corporation Consultants (TranSystems) purchased SEPI Engineering & Construction, Inc., (SEPI), which effective September 20, 2022, has been merged into TranSystems (the Transaction). TranSystems now seeks to assume all of the rights and obligations of SEPI under all of the active Contracts between SEPI and Town of Southwest Ranches.

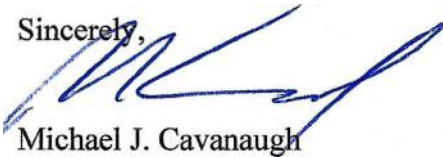
The Transaction has significantly expanded our capabilities and strengthens our collective ability to provide services to the Town of Southwest Ranches. As a valued client, we assure you that you will not see any change in your relationship with the professionals providing the services under the Contracts. There will be no changes in the project management team, project account, or project staff providing services under the Contracts as a result of the Transaction. The effect of the Transaction is that SEPI will cease to be a party to the Contracts and TranSystems will become a party to the Contracts, on the same terms and conditions as prior to the closing of the Transaction. Further, TranSystems has all qualifications and licensing to continue to provide the services under the Contracts.

Included with this letter is an *Assignment and Assumption Agreement with Novation* (the Agreement) signed by both SEPI and TranSystems covering each of the Contracts listed in Exhibit I to the Agreement.

We understand these Contracts require your consent to any assignment and novation. We respectfully request that you consent to assignment and novation for the Contracts substituting TranSystems in place of SEPI. We are also including a W-9 for TranSystems which references TranSystems' FEIN and payment information, along with the insurance certificates for TranSystems as the Assignee. Any questions regarding payment information should be directed to Harriet Sutton at (816) 329-8700, or hmsutton@transystems.com.

We sincerely appreciate our business relationship and the opportunity to continue providing you with high-quality services. If you have any questions or need further information, please feel free to contact me at mjcavanaugh@transystems.com. Thank you for your consideration.

Sincerely,



Michael J. Cavanaugh
SVP and General Counsel

enclosure(s):

- Assignment and Assumption Agreement with Novation
- Exhibit I Complete List of Open Contracts
- Exhibit II
 - TranSystems W-9
 - Merger/Acquisition Verification (Articles of Merger)
 - Certificate of Authority
 - Certification of Insurance
 - ACH Instructions

ASSIGNMENT AND ASSUMPTION AGREEMENT WITH NOVATION

This Assignment and Assumption Agreement with Novation (Agreement), dated as of October 14, 2022 (the Effective Date), is entered into by and between SEPI Engineering & Construction, Inc., a North Carolina corporation (Assignor), Town of Southwest Ranches (Client), and TranSystems Corporation d/b/a TranSystems Corporation Consultants, a Missouri corporation, authorized to transact business in Florida (Assignee). Assignee's offices are located at 2400 Pershing Rd, Ste 400, Kansas City, MO 64108. Assignor, Assignee, and Client are individually referred to herein as Party or collectively as Parties.

WHEREAS, Assignor and Assignee entered into a transaction effective September 20, 2022, whereby Assignee purchased Assignor (Transaction)

WHEREAS, Assignor desires to assign to Assignee all of its rights and to delegate to Assignee all of its obligations under various service agreements as described on **Exhibit I** attached hereto (the Contracts)

WHEREAS, the Assignor will cease to be a party to the Contracts and Assignee will become a party to the Contracts, on the same terms and conditions prior to the closing of the Transaction. Client will not see any change in the services provided as a result of the Transaction. There will be no changes in the project management team, project accounting, or project staff providing services under existing contracts as a result of the Transaction

WHEREAS, the Client desires to release Assignor from its obligations under the Contracts and substitute Assignee as a party to the Contracts in Assignor's place and

WHEREAS, Assignee desires to accept such assignment of rights and delegation of obligations under the Contracts.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, Assignee, and Client agree as follows:

1. Assignment and Assumption.

1.1 Assignment. Assignor irrevocably assigns and transfers to Assignee all of Assignor's duties, rights, title, and interest in and to the Contracts.

1.2 Assumption. Assignee unconditionally accepts the assignment and transfer of Contracts and hereby totally assumes all of Assignor's rights, title interest, duties, obligations, and liabilities thereunder.

1.3 Payment. All monies due under the Contracts with respect to the services performed prior and after the Effective Date shall be paid to Assignee.

1.4 Management. All internal company management teams, project accounting, and project staff providing services to Client will not be affected by this Agreement.

1.5 Consent. Client hereby consents to the Transaction.

2. Novation. The parties intend that this Agreement is a novation and that the Assignee be substituted for the Assignor. Client recognizes Assignee as Assignor's successor-in-interest in and to the Contracts. Assignee by this Agreement becomes entitled to all right, title and interest of Assignor in and to the Contracts in as much as Assignee is the substituted party to the Contracts as of and after the Effective Date. Client and Assignee shall be bound by the terms of the Contracts in every way as if Assignee is named in the novated Contracts in place of Assignor as a party thereto.

3. Miscellaneous.

3.1 Further Assurances. On the other party's reasonable request, each party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

3.2 Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party at its address on record with the Assignee. Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

3.3 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

3.4 Entire Agreement. This Agreement, together with all related exhibits, is the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

3.5 Amendment and Modification. No amendment to this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party to this Agreement.

3.6 Waiver. No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following is a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement: (i) any failure or delay in exercising any right,

remedy, power, or privilege or in enforcing any condition under this Agreement or (ii) any act, omission, or course of dealing between the parties.

3.7 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise. Despite the previous sentence, the parties intend that Indemnified Party's rights under Section 6 are its exclusive remedies for the events specified therein.

3.8 Choice of Law. This Agreement and exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

3.9 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY ABOUT ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS OR SCHEDULES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

3.10 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date first shown.

ASSIGNOR:
SEPI Engineering & Construction, Inc

ASSIGNEE:
TranSystems Corporation

Date: 10-14-2022

Date: 10-14.2022

Signature: *Steven L. Thomas*

Signature: *Michael J. Cavanaugh*

Name: Steven L. Thomas

Name: Michael J. Cavanaugh

Title: VP and COO

Title: SVP and General Counsel

Client hereby acknowledges the assignment of Contracts from Assignor to Assignee as described above.

CLIENT: Town of Southwest Ranches

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
David Kuczenski, *Council Member*

Andrew D. Berns, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emil Lopez, Town Financial Administrator
DATE: 11/17/2022
SUBJECT: FY 2021-2022 Year-End Budget Adjustment

Recommendation

It is recommended that the Town Council adopt the attached resolution adjusting the FY2021-2022 Town Budget as presented. Per State Statutes and the Town's charter, it is required to adopt a balance budget and this year-end budget adjustment prevents the Town's expenditures from exceeding budgeted approved appropriations.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

Background

Each municipality within the State of Florida is required by State Statute to adopt a balanced budget through a formal public process and to not exceed the appropriations adopted through that process. For the Town of Southwest Ranches, the level for assessing expenditures and appropriations is at the Fund and Departmental levels.

The Town's five funds (General, Transportation, Capital Projects, Debt Service, and Solid Waste) did not have regular expenditures that exceeded their adopted current budget. Additionally, the Southwest Ranches Volunteer Fire Rescue Inc. for the tenth consecutive year, did not exceed its adopted budget. However, a few of the individual General Fund Departments did exceed their total approved budgets. For this reason and in accordance with Town's charter, it is required that these departments are adjusted by their impacted budget amounts.

Fiscal Impact/Analysis

The General Fund has five (5) departments that requires a budgeted line-item adjustment to "true-up" between offsetting revenue and expenditure accounts. The impacted departments are:

1. Legislative – Expenditures were higher due to the continued success of Scholarship Education Advisory Board (SEAB) fund raising revenues exceeding budget expectations resulting in an offsetting higher amount of scholarship awards permissible (\$25,965). Additionally, Council members were encouraged to participate in conferences and seminars thus higher expenditures.
2. Town Attorney – Expenditures were primarily higher due to lawsuits/litigation related to Pembroke Pine cases.
3. Finance – Higher expenditures due to combined salaries of two accountant positions (transitioning), two Town Financial Administrator (TFA) positions, and TFA retirement payout.
4. Building – Permitting Services: Expenditures were much higher due to regulatory and/or contractual costs associated with increased new construction, permitting and inspection activities. This expense was offset by increased revenues received.
5. Code Enforcement/Zoning Services – Had higher unanticipated expenditures (\$42,125) due to increased zoning services rendered also resulting in greater zoning permit fees. This expense is offset against recovered revenue.

The impact of all the aforementioned increased expenditures of \$752,491 is offset by much greater increased net revenues, resulting in a favorable net decrease of \$447,729 to appropriated fund balance which also will favorably increase the Town's unassigned General Fund balance (reserves). Therefore, this resolution increases the total current budget of the General Fund for Fiscal Year 2021/2022 by \$752,491.

Staff Contact:

Emil C. Lopez, Town Financial Administrator
Richard Strum, Controller

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/10/2022	Resolution

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RESOLUTION NO. 2022 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2021-2022 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 23, 2021, pursuant to Ordinance No. 2021-013, the Town Council approved and adopted the fiscal year 2021/2022 budget; and

WHEREAS, State law and the Town's Ordinance adopting the fiscal year 2021/2022 budget provides for the adjustment of the approved and adopted budget Ordinance via a Resolution; and

WHEREAS, the Town of Southwest Ranches operates as a municipality within the State of Florida and is subject to the laws of the State of Florida related to Municipal Finance; and

WHEREAS, one such provision of law prohibits the expenditure of funds in excess of adopted appropriations; and

WHEREAS, in accordance with the external auditor requirements, and sound budgetary process, year-end budget adjustments are necessary within 60 days of fiscal year end in order to balance the Fiscal Year (FY) 2021/2022 Budget to comply with Florida State Statutes; and

WHEREAS, The Town Council has determined that it is desirable to adjust the Fiscal Year 2021/2022 Adopted Budget to account for variances in actual expenditures and revenues in relation to the current Fiscal Year 2021/2022 Budget;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: Recitals. The above recitals are true and correct and are incorporated herein by reference.

Section 2: Authorization. The Town Council of the Town of Southwest Ranches does hereby approve the year-end budget adjustment for Fiscal Year 2021/2022 as attached hereto and incorporated herein by reference as Exhibit "A".

Section 3: Effective Date. This Resolution shall become effective immediately upon its adoption and retroactive for budget Year 2021/2022.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 17th day of November, 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.198.01

EXHIBIT A

**TOWN OF SOUTHWEST RANCHES
Fiscal Year End 2021 / 2022 BUDGET ADJUSTMENTS
GENERAL FUND**

<i>General Fund Revenue</i>	FY 21/22 Current Budget	Budget Change-Increase/ (Decrease)	FY 21/22 Revised Current Budget	Explanation
Building - Permitting Fees	1,135,886	773,864	1,909,750	Town permitting/inspection fees much higher than anticipated
Code Enforcement\Zoning Permit Fees	130,000	45,621	175,621	Zoning fees much higher than originally anticipated
Code Enforcement\Lien Recovery	125,000	357,719	482,719	Greater than anticipated Code/Legal Lien recoveries
Contrib/Donations-Educ/Scholarships	20,000	23,017	43,017	Higher SEAB contributions received than budgeted
Appropriated Fund Balance	754,852	(447,729)	307,123	Reduction in anticipated utilization of GF Fund Balance
		\$752,491		Total increase to budgeted revenues (net)
<i>General Fund Department</i>	FY 21/22 Current Budget	Budget Change-Increase/ (Decrease)	FY 21/22 Revised Current Budget	Explanation
Legislative	152,587	32,220	184,807	Increased aid available for Scholarships (see above GF Educ/Scholarship revenues)
Town Attorney	525,000	162,895	687,895	Primarily higher due to greater Code Enforcement recoveries received per above
Finance	537,231	37,676	574,907	Combined salaries of TFAs, Accountants and TFA retirement payout
Building - Permitting Services	850,000	474,647	1,324,647	Building permit processing costs offset by increased revenues per above
Community Dev. - Code	352,016	42,125	394,141	Zoning fees much higher than originally anticipated per above
Parks Rec & Open Spaces	541,523	2,928	544,451	Higher than anticipated ground maintenance
		\$752,491		Total increase to budgeted expenditures (net)

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
David Kuczenski, *Council Member*

Andrew D. Berns, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 11/17/2021
SUBJECT: Town Council Meeting Schedule - Calendar Year 2023

Recommendation

Town Staff is requesting Town Council's consideration and approval of the Town Council meeting schedule for calendar year 2023.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

Section 4.01 of the Town Charter requires the Council to hold at least 11 monthly meetings in each fiscal year. Special meetings may be held on the call of the Mayor or upon the call of three members of the Council.

Dates have been reviewed to ensure no conflict exists with established holidays.

Fiscal Impact/Analysis

No impact.

Staff Contact:

Russell Muñiz

Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Council_Meeting_Schedule-TA Approved	11/10/2022	Resolution

RESOLUTION NO. 2023 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article IV, Section 4.0.1 (a) of the Charter of the Town of Southwest Ranches provides that the Town Council shall hold at least eleven (11) monthly meetings each year; and

WHEREAS, in an attempt to have some consistency with its meeting dates, when conflicts do not exist, the Town desires to have regular meetings on the second and fourth Thursday of the month; and

WHEREAS, the Town Council has the authority to establish additional meetings and to change meetings dates as may be necessary.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby approves the meeting schedule, attached hereto and incorporated herein by reference as Exhibit "A", for the Town Council meetings for calendar year 2023.

Section 3: The Town Council reserves the right to amend this Resolution to establish additional meetings and to change meetings dates, as may be necessary. In addition, additional meetings may be added without amendment to this Resolution provided that proper notice is given.

Section 4: Nothing stated herein shall be interpreted to prevent special meetings or additional meetings to be called in accordance with the Town's Charter.

Section 5: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 17th day of November, 2022, on a

motion by _____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.196

Exhibit A

2023 Town Council Proposed Meeting Schedule

Regular Town Council Meetings are attempted to be held at 7:00 PM on the **SECOND** and **FOURTH THURSDAY** each month. However, September meetings reflect tentative changes needed to accommodate state law pertaining to budget adoption which may require further change. Meetings may be canceled by the Town Council if there is no imminent business to discuss.

JANUARY	26
FEBRUARY	9, 23
MARCH	9, 23
APRIL	13, 27
MAY	11, 25
JUNE	8, 22
JULY	13, 27
AUGUST	10, 24
SEPTEMBER	7, 21 (Tentative)
OCTOBER	12, 26
NOVEMBER	16
DECEMBER	14

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
David Kuczenski, *Council Member*

Andrew D. Berns, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 11/17/2022
SUBJECT: Town Holiday Schedule - Calendar Year 2023

Recommendation

Town Staff is requesting Town Council's consideration and approval of the Town holiday schedule for calendar year 2023.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

The holidays identified in this schedule are consistent with the local and federal government schedules for calendar year 2023.

Fiscal Impact/Analysis

No impact.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
2023 Town_Holiday_Schedule_-TA Approved	11/10/2022	Resolution

RESOLUTION NO. 2023 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2023; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to establish an official 2023 holiday schedule for the Town of Southwest Ranches; and

WHEREAS, the Town’s administrative offices shall be closed in observance of the holidays delineated below.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby approves the following official holiday schedule for the Town of Southwest Ranches for calendar year 2023.

Schedule:

<u>Month</u>	<u>Date</u>	<u>Holiday</u>	<u>Day</u>
January	2 nd	New Year’s Day	Monday
January	16 th	Martin Luther King, Jr. Day	Monday
February	20 th	President’s Day	Monday
May	29 th	Memorial Day	Monday
June	16 th	Juneteenth Day	Friday
July	4 th	Independence Day	Tuesday
September	4 th	Labor Day	Monday
November	10 th	Veteran’s Day	Friday
November	23 th	Thanksgiving	Thursday
November	24 th	Day After Thanksgiving	Friday
December	22 nd	Christmas Eve	Friday
December	25 th	Christmas Day	Monday
December	29 th	New Year’s Eve	Friday

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 17th day of November 2022, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.195.01

**FIRST BUDGET HEARING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida**

Thursday 6:00 PM

September 12, 2022

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor Gary Jablonski

Council Member Jim Allbritton

Council Member Bob Hartmann

Council Member David Kuczenski

Andrew Berns, Town Administrator

Debra Ruesga, /Deputy Town Clerk

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

First Budget Public Hearing of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The hearing, having been properly noticed, was called to order by Mayor Breitkreuz at 6:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following members of the public addressed the Town Council: Rose Williams and Tracy Swait.

3. Administration Comments

Town Administrator Berns advised this was the first budget hearing and indicated that a presentation illustrating the proposed budget would be provided by Town Financial Administrator Lopez. He introduced a new slide that had not previously been in the presentations and provided an overview of what it represents. He further advised that the final solid waste assessment and fire assessment rates would be approved this evening. He thanked the Town Council, the Town Advisory Boards, residents, and staff for their input and efforts throughout the process.

4. Presentation by Finance

Town Financial Administrator Lopez narrated the PowerPoint presentation in detail which illustrated the Town's final solid waste assessments of \$540.53 p/unit, final fire assessment of \$764.44 for residential properties, and a total tentative millage rate of 3.9000 and the proposed budget for fiscal year 2023. He thanked his staff and advised residents the presentation has been uploaded to the Town's website for viewing.

The following motion was made by Vice Mayor Jablonski and seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Member Allbritton, Council Member Hartmann, Council Member Kuczenski, Vice Mayor Jablonski and Mayor Breitkreuz voting Yes.

MOTION: TO MOVE ITEM 6 OUT OF ORDER FOR CONSIDERATION.

Millage Rate and Budget Hearing

Resolutions

6. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FY 2022-2023 COMMENCING OCTOBER 1, 2022; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; PROVIDING FOR AN EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski and seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Member Allbritton, Council Member Hartmann, Council Member Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

5. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; PROVIDING PURPOSE; PROVIDING FOR PROVISION AND FUNDING OF FIRE PROTECTION SERVICES; PROVIDING FOR IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; APPROVING THE FINAL FIRE SERVICES ASSESSMENT RATES AND FINAL ROLL RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN FOR FISCAL YEAR 2021-22; CONFIRMING AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR EFFECT OF ADOPTION OF RESOLUTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski and seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Member Allbritton, Council Member Hartmann, Council Member Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

Tentative Millage Rate Resolution

Tentative Millage Rate Resolution

7. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AND ADOPTING THE TENTATIVE MILLAGE RATE FOR TAXATION OF REAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF SOUTHWEST RANCHES FOR

THE FISCAL YEAR 2022-2023, COMMENCING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski and seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Member Allbritton, Council Member Hartmann, Council Member Kuczenski, Vice Mayor Jablonski and Mayor Breitzkreuz voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

Ordinance-1st Reading

8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2022-2023, COMMENCING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski and seconded by Vice Mayor Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Member Allbritton, Council Member Hartmann, Council Member Kuczenski, Vice Mayor Jablonski and Mayor Breitzkreuz voting Yes.

MOTION: TO APPROVE THE ORDINANCE ON FIRST READING WITH THE FOLLOWING CHANGE: TO DELETE INCORRECT FIRST READING DATE AND NAMES OF COUNCIL MEMBERS FILLED IN ON PAGE 2 OF ORDINANCE.

9. Adjournment

Meeting was adjourned at 8:19 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 17th day of November, 2022.

Steve Breitzkreuz, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

September 12, 2022

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor Gary Jablonski

Council Member Jim Allbritton

Council Member Bob Hartmann

Council Member Kuczenski

Andrew Berns, Town Administrator

Debra Ruesga , Deputy Town Clerk

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 8:44 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance. A moment of silence was observed for the passing of Vince Falletta.

3. Public Comment

The following members of the public addressed the Town Council: Marianne Allen.

4. Board Reports

There were no Board Reports.

5. Council Member Comments

Vice Mayor Jablonski provided an update on upcoming events, such as the Flow-Mobile on September 21st and October 26th, the Stormwater Master Plan Workshop on September 20th, the final budget meeting on September 22nd and the Broward County Property Appraiser on October 4th.

Council Member Allbritton provided an update on the Green Meadows Civic Association's progress.

Council Member Kuczenski had no comments.

Council Member Hartmann had no comments.

Mayor Breitkreuz advised his "Q&A with the Mayor" Zoom series will start up again in the Fall, the Farmer's Market starts up on Saturday, September 24th and he reminded the residents to please lock their cars and take their key fobs inside their homes as well.

6. Legal Comments

Town Attorney Poliakoff had no comments.

7. Administration Comments

Town Administrator Berns thanked the Town Council for their efforts on behalf of the Town and the residents throughout the budget process. Council Member Hartmann asked for an update on the License Plate Readers to which Town Administrator Berns provided.

Ordinance – 1st Reading

8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING SECTION 070-110 OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE PERTAINING TO ELECTION SIGNAGE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski, seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON FIRST READING WITH THE FOLLOWING ADDITION: "AFTER THE QUALIFICATION OF A CANDIDATE AS SET FORTH IN DETAIL BELOW, ELECTION SIGNS PLACED ON VACANT PROPERTY, UNOCCUPIED PROPERTY OR PROPERTY FOR SALE SHALL REQUIRE WRITTEN AUTHORIZATION".

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING SECTION 110-110 "ADEQUACY OF PARKS AND RECREATION FACILITIES" OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE TO AMEND THE PARK IMPACT FEE SCHEDULE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Kuczenski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH KAILAS CORP. IN THE AMOUNT OF TWO HUNDRED NINETY-THREE THOUSAND TEN DOLLARS AND ZERO CENTS (\$293,010.00) TO COMPLETE THE GREEN MEADOWS DRAINAGE IMPROVEMENTS ALONG SW 54TH PLACE RIGHT-OF-WAY BETWEEN DYKES ROAD AND SW 162ND AVENUE; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2022-2023 TOWN BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Allbritton, seconded by Council Member Hartmann, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A POLICY AND PROCEDURE FOR ALL FUTURE TRANSPORTATION SURFACE DRAINAGE ONGOING REHABILITATION (TSDOR) PROJECTS TO PRESCRIBE STANDARDS AND CRITERIA FOR ELIGIBLE PROJECTS AND FOR THE PROCEDURES TO BE USED FOR PUBLIC NOTICE; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE TRANSPORTATION SURFACE DRAINAGE ONGOING REHABILITATION (TSDOR) POLICY; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Allbritton, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

MOTION: TO DENY THE RESOLUTION WITH DIRECTION TO SEND ITEM BACK TO THE DRAINAGE AND INFRASTRUCTURE ADVISORY BOARD (DIAB).

12. Approval of Minutes

- a. June 2, 2022 Special Meeting Minutes**
- b. June 9, 2022 Regular Meeting Minutes**
- c. June 23, 2022 Regular Meeting Minutes**
- d. August 11, 2022 Regular Meeting Minutes**
- e. August 25, 2022 Regular Meeting Minutes**

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE JUNE 2, 2022 SPECIAL MEETING MINUTES, AND THE JUNE 9, 2022, JUNE 23, 2022, AUGUST 11, 2022 AND AUGUST 25, 2022 REGULAR MEETING MINUTES.

Adjournment

Meeting was adjourned at 9:29 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 17th day of November, 2022.

Steve Breitreuz, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

September 22, 2022

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor Gary Jablonski

Council Member Jim Allbritton

Council Member Bob Hartmann

Council Member Kuczenski

Andrew Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Representative Robin Bartleman – Legislative Update

Representative Bartleman provided a legislative update. She announced Southwest Ranches was awarded a grant from the Local Support Grants Program, which is the first time this had ever been done. The grant is for the Southwest Ranches Luray Road and Holatee Trail Drainage Improvement Project in the amount of \$150,000.00. Other projects she spoke about were:

- \$262,500.00 that will benefit the South Broward Drainage District which is the rehabilitation of triple 96 metal drainage culverts and will extend the drainage life for another 100 years.
- Drainage Projects on SW 63rd Street and SW 185th Way, SW 54th Place and the extension at the Ivanhoe Canal and the Green Meadows District Improvement along SW 164th Terrace.
- Country Estate Drainage and Quality Improvement Project (2021).
- \$1,000,000.00 to construct a pump station in a neighboring municipality that will benefit the Town of Southwest Ranches.

4. Waste Management Presentation – Barbara Herrera

Barbara Herrera, Waste Management Government Affairs Manager, introduced her team to the Town Council, provided a presentation regarding the transition to the new garbage and recycling contract that will begin on October 1, 2022. She fielded questions from the Town Council and the residents and provided contact information for her and her team.

5. Public Comment

The following members of the public addressed the Town Council: Gloria Murphy and Debbie Green.

6. Board Reports

There were no Board Reports.

7. Council Member Comments

Vice Mayor Jablonski provided an update on upcoming events, such as the Broward County Property Appraiser on October 4th, the Flow-Mobile on October 26th, and Waste Management starts as the Town's garbage and recycling vendor on October 1st. He provided dates to the next Town Council meetings which will be October 13th and 27th and advised October 29th will be the annual Rolling Oaks Halloween Event.

Council Member Kuczenski spoke about the photo entries on display in the Council Chambers which were submitted as part of the Rural Public Arts and Design Advisory Board's photo contest. The Rural Public Arts and Design Advisory Board is also working on completing additional panels of the Founder's Park walls with a contribution of \$1,200.00 received from the Sunshine Ranches Homeowner's Association. He provided an update on the installation of the LPR readers, groom's quarter's language in the Code of Ordinances that need to be corrected and the 72 hour hold enacted by Broward County which requires municipalities to hold stray animals for 72 hours before turning them over to Broward County Animal Control. Town Attorney Poliakoff advised his office is working on a resolution regarding the issue.

Council Member Allbritton read a report received from the Davie Police Department regarding the 33-hour traffic enforcement study that was created from the Public Safety and Traffic Committee which resulted in 86 citations. He reminded the public, the last Monday of the month, October 26th, will be the next Green Meadows Civic Association Zoom meeting and provided an open invitation to attend.

Council Member Hartmann spoke about how often he has seen Davie Police Department driving down his street and he thought about asking about a ride-along with them. He spoke with Town Administrator Berns about creating a ride-along program for the residents in case they are interested. Lastly, he advised the Farmer's Market starts on Saturday, September 24th and wished everyone a happy Rosh Hashanah and Yom Kippur.

Mayor Breikreuz spoke about when he attended the Citizen's Police Academy with the Davie Police Department and he was able to do the ride-along during that time. He is very excited for the Farmer's Market to start up again and to see what improvements have been made since the previous season.

8. Legal Comments

Town Attorney Poliakoff advised the Town Council the Broward County Commission approved the Town's request to change the former CCA Plat from Prison to Industrial.

9. Administration Comments

Town Administrator Berns thanked the Town Council for their support of Town Financial Administrator Lopez, his Finance team and department directors during the budget process. The Town Auditors will be in the office next week to start the Fiscal Year 21/22 audit. He advised Town Financial Administrator Lopez was appointed to serve on the Florida League of Cities' Legislative Policy Committee, which gives the Town a voice and presence, and he congratulated him on the honor. Town Administrator Berns provided a draft ordinance regarding the vicious dog

ordinance for the Town Council's feedback. Lastly, he advised the Town has the intention of renewing the Lobbyist Services Agreement with Nelson Diaz and Southern Strategy Group.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICES; AUTHORIZING EXECUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Hartmann, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH CRAVEN THOMPSON AND ASSOCIATES IN THE AMOUNT OF SIXTY-FOUR THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$64,400.00) FOR SURVEYING AND ENGINEERING SERVICES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FUNDED SW 54TH PLACE DRAINAGE IMPROVEMENTS FROM DYKES ROAD TO THE IVANHOE CANAL; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski, seconded by Vice Mayor Jablonski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH CRAVEN THOMPSON AND ASSOCIATES IN THE AMOUNT OF THIRTY-THREE THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$33,900.00) FOR SURVEYING SERVICES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FUNDED GREEN MEADOWS DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH KIMLEY HORN AND ASSOCIATES, INC. IN THE AMOUNT OF SIXTY-EIGHT THOUSAND TWO HUNDRED FIVE DOLLARS AND ZERO CENTS (\$68,205.00) FOR ENGINEERING SERVICES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FUNDED GREEN MEADOWS DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Allbritton and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

14. Adjournment

Meeting was adjourned at 8:21 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 17th day of November, 2022.

Steve Breitzkreuz, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

**SECOND BUDGET HEARING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida**

Thursday 6:00 PM

September 22, 2022

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Gary Jablonski

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

Second Public Budget Hearing of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 6:04 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Administration Comments

Town Administrator Berns welcomed the Town Council, Town staff and residents to the meeting and thanked The Town Council, Town Staff, Advisory Boards and the public for their support and input during the transition to the new Town Financial Administrator which was seamless. He commended the Finance Team and the Town Staff for all their hard work as well. He then read the legal disclaimer into the record which outlined the budget process.

4. Presentation by Finance

Town Financial Administrator Lopez and Town Controller Richard Strum narrated a PowerPoint presentation which included a final millage rate of 3.9000 and advised there were no changes to the budget since the September 12th first budget hearing. Lastly, he advised the residents the presentation had been uploaded to the Town website for viewing.

Millage Rate and Budget Resolution

Resolutions

5. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AND ADOPTING THE FINAL MILLAGE RATE FOR TAXATION OF REAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF SOUTHWEST RANCHES FOR THE FISCAL YEAR 2022-2023, COMMENCING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

Ordinance - 2nd Reading

6. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2022-2023, COMMENCING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

7. Adjournment

Meeting was adjourned at 6:20 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 17th day of November, 2022.

Steve Breitreuz, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

October 13, 2022

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor Gary Jablonski

Council Member Jim Allbritton

Council Member Bob Hartmann

Council Member Kuczenski

Andrew Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Senator Gary Farmer spoke to the Town Council about the attack on "Home Rule" by Tallahassee, and advised he is running for Broward County Judge and thanked the Town for their support.

3. Proclamation – Diwali 2022

The Town presented a proclamation honoring the Festival of Diwali.

4. Public Comment

The following members of the public addressed the Town Council: Mac Rivenbark, Marianne Allen, John Steven Garate, Gay Chaples and George Morris.

5. Board Reports

There were no Board Reports.

6. Council Member Comments

Vice Mayor Jablonski spoke about Hurricane Ian and the damage it did to the West Coast of Florida. He thanked the residents of the Town for their part in taking supplies and needed items to the victims of Hurricane Ian. He advised the Flow-Mobile will not have any events in the Town for the foreseeable future as they will also head to the West Coast to help people that have lost their identification documents. He also mentioned due to Hurricane Ian and the storm surge; electric cars caught fire when doused in salt water. He spoke about the hurricane debris in the Town and residents asking him what to do about it. He stated the Town didn't have enough damage to warrant special pickups from FEMA. Lastly, he reminded the residents the Rolling Oaks Halloween Event will be on October 29th.

Council Member Hartmann advised the Town of Davie Police Department and the Town are working on a Citizen's ride-along program. He stated his goal is to have active citizen participation in the program like the Town used to, which will ultimately help the Town's safety with additional eyes and ears around Town. He spoke about the CERT program he participated in and would like to have the program in Southwest Ranches and involve more residents. Lastly, he spoke about

the phone calls and emails he and the Town Council are receiving from residents regarding the Waste Management transition with one incident that did get resolved to everyone's satisfaction.

Council Member Kuczenski advised the resolution that opposes the Broward County 72 hour hold for stray animals will go before the Town Council on October 27, 2022. The LPR's will be up and running by October 31, 2022 barring any issues. Lastly, he advised his neighbor had their trash receptacle stolen and within a few hours, the issue was resolved. The neighbor was very happy.

Council Member Allbritton expressed his thoughts and prayers to the people of the West Coast from he and his wife. He spoke about the Public Safety and Traffic Committee and advised in the month of September; 13 Davie Police Officers issued 159 citations with all but ten pertaining to speeding. He also advised the special detail which consists of two police officers and move around the Town, issued 86 citations in the month of August. Overall, written citations increased 100% over 2021.

Mayor Breitreuz echoed Council Member Hartmann's sentiments regarding the CERT program and when he spent some time over on the West Coast after Hurricane Ian, what he learned, kicked in. The program will train people to help themselves should an emergency hit the Town as Hurricane Ian hit the West Coast and he encouraged the residents to participate in the program. Lastly, he stated Waste Management has done an amazing job since the transition and he urged the residents to be patient.

7. Legal Comments

Town Attorney Poliakoff had no comments.

8. Administration Comments

Town Administrator Berns had no comments.

Ordinance – 2nd Reading

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING SECTION 110-110 "ADEQUACY OF PARKS AND RECREATION FACILITIES" OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE TO AMEND THE PARK IMPACT FEE SCHEDULE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. {Approved on First Reading - September 12, 2022}

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Kuczenski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 070-110 OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE PERTAINING TO ELECTION SIGNAGE; PROVIDING FOR CONFLICT; PROVIDING FOR

SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. **{Approved on First Reading - September 12, 2022}**

The following motion was made by Council Member Kuczenski, seconded by Vice Mayor Jablonski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT GREEN MEADOWS ROADWAY DRAINAGE (SWRA-022); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Allbritton, seconded by Vice Mayor Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE’S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO SALTZ MICHELSON ARCHITECTS, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN’S REQUEST FOR LETTERS OF INTEREST RELATING TO ARCHITECTURAL SERVICES, GENERAL CIVIL ENGINEERING SERVICES, LANDSCAPE ARCHITECTURAL SERVICES, AND MECHANICAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING SALTZ MICHELSON ARCHITECTS, INC. TO UTILIZE THE SERVICES OF KEITH AND ASSOCIATES, INC., BILDWORX DESIGN, LLC AND JOHNSON STRUCTURAL GROUP, INC. AS APPROVED SUBCONSULTANTS FOR SUCH WORK, AS OUTLINED IN ITS RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “B”; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES,

FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO RE CHISHOLM ARCHITECTS. INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST RELATING TO ARCHITECTURAL SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO CPZ ARCHITECTS, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING ARCHITECTURAL SERVICES, GENERAL CIVIL ENGINEERING SERVICES, LANDSCAPE ARCHITECTURAL SERVICES, GEOTECHNICAL ENGINEERING SERVICES, GENERAL ENVIRONMENTAL ENGINEERING SERVICES, LAND SURVEYING SERVICES, STRUCTURAL ENGINEERING SERVICES AND COST ESTIMATING AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING CPZ ARCHITECTS, INC. TO UTILIZE THE SERVICES OF CHEN MOORE AND ASSOCIATES, INC., TERRACON CONSULTANTS, INC., STONER & ASSOCIATES INC., MUENGINEERS, INC., AND CMS CONSTRUCTION MANAGEMENT SERVICES AS APPROVED SUBCONSULTANTS FOR SUCH WORK, AS OUTLINED IN ITS RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

15. Approval of Minutes
a. July 14, 2022 Regular Meeting Minutes

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE JULY 14, 2022 REGULAR MEETING MINUTES.

Adjournment

Meeting was adjourned at 9:10 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 17th day of November, 2022.

Steve Breitkreuz, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.