

**RESOLUTION NO. 2023-013**

**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 17<sup>th</sup> day of November, 2022 on a motion by

Jim Jablonski and seconded by Jim Allbritton.

Breitkreuz	<u>Yes</u>	Ayes	<u>5</u>
Jablonski	<u>Yes</u>	Nays	<u>0</u>
Allbritton	<u>Yes</u>	Absent	<u>0</u>
Hartmann	<u>Yes</u>	Abstaining	<u>0</u>
Kuczenski	<u>Yes</u>		

[Signature]  
Steve Breitkreuz, Mayor

Attest: [Signature]  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

[Signature]  
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 17<sup>th</sup> day of November, 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. 2023-013.

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 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 14 day of November 2022.

WITNESSES:

Xiomara Rodriguez  
Xiomara Rodriguez

Kathleen Garzon  
Kathleen Garzon

WITNESSES:

V. Redman

V. REDMAN

WITNESSES:

Danielle Caban

Danielle Caban

ATTEST:

Russell Muñiz  
Russell Muñiz, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff  
Keith M. Poliakoff, J.D, Town Attorney  
1001.199.01

SURVEYOR:

LONGITUDE SURVEYORS, LLC.

By: Eduardo M. Suarez, PSM, Principal

14 day of November 2022

TOWN OF SOUTHWEST RANCHES

By: Steve Breitkreuz, Mayor

17<sup>th</sup> day of November 2022

By: Andrew D. Berns, Town Administrator

17<sup>th</sup> day of November 2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown Miami-Dade 8825 NW 21st Terrace  Doral FL 33172		<b>CONTACT NAME:</b> Daniel Martinez <b>PHONE (A/C, No, Ext):</b> (305) 714-4400 <b>FAX (A/C, No):</b> (305) 714-4401 <b>E-MAIL ADDRESS:</b> Dmartinez@bbmia.com	
<b>INSURED</b> Longitude Surveyors, LLC 7769 NW 48 Street, Suite 375  Doral FL 33166		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> The Phoenix Insurance Company <b>NAIC #</b> 25623 <b>INSURER B:</b> The Travelers Indemnity Company      25658 <b>INSURER C:</b> Lloyd's of London <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	


**COVERAGES**      **CERTIFICATE NUMBER:** 21/22 MASTER      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6609M043072TCT21	11/20/2021	11/20/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA1R8600522147G	11/20/2021	11/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 2,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP9M0436252147	11/20/2021	11/20/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liab./Claims Made			TAE000053-00	11/20/2021	11/20/2022	Aggregate \$4,000,000 Each Occurrence \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Company D (Policy#SIHL1J985) Unmanned Aircraft Coverage \$1,000,000 Unmanned Aircraft System Liability Hazard \$1,000,000 Aviation Premises Liability Hazard \$1,000,000 Each Occurrence

<b>CERTIFICATE HOLDER</b>  TOWN OF SOUTHWEST RANCHES Attn: Andrew D. Berns, Town Administrator 13400 Griffin Road Southwest Ranches FL 33330	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  AUTOMATIC DATA PROCESSING INSURANCE AGCY INC 1 ADP BLVD MS 625 ROSELAND, NJ 07068 (877) 677-0428	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (877) 677-0428      FAX (A/C, No): (877) 677-0430 E-MAIL ADDRESS: spcbicadp@travelers.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : THE TRAVELERS INDEMNITY COMPANY OF AMERICA	<b>NAIC #</b>
<b>INSURED</b> LONGITUDE SURVEYORS, LLC. 7769 NW 48TH ST STE 375 DORAL, FL 33166	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 099496745480813      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						<input type="checkbox"/> EACH OCCURRENCE \$ <input type="checkbox"/> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <input type="checkbox"/> MED EXP (Any one person) \$ <input type="checkbox"/> PERSONAL & ADV INJURY \$ <input type="checkbox"/> GENERAL AGGREGATE \$ <input type="checkbox"/> PRODUCTS - COMP/OP AGG \$	
	<input type="checkbox"/> AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						<input type="checkbox"/> COMBINED SINGLE LIMIT (Ea accident) \$ <input type="checkbox"/> BODILY INJURY (Per person) \$ <input type="checkbox"/> BODILY INJURY (Per accident) \$ <input type="checkbox"/> PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> EACH OCCURRENCE \$ <input type="checkbox"/> AGGREGATE \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-7N926225-22	11/22/2022	11/22/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  TOWN OF SOUTHWEST RANCHES ATTN: ANDREW D. BERNS, TOWN ADMINISTRATOR 13400 GRIFFIN ROAD SOUTHWEST RANCHES, FL 33330	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# *State of Florida*

## *Department of State*

I certify from the records of this office that LONGITUDE SURVEYORS, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 12, 2004.

The document number of this limited liability company is L04000019574.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on January 3, 2022, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Third day of January, 2022*



*Raymond B. ...*  
**Secretary of State**

Tracking Number: 8902686437CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>





Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkway Tallahassee, Florida 32399-6500  
 800HELPFLA(435-7352) or (850) 488-2221

February 23, 2021

LONGITUDE SURVEYORS, LLC  
 7769 NW 48TH ST STE 375  
 DORAL, FL 33166-5463

**SUBJECT:** Professional Surveyor and Mapper Business Certificate # LB7335

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at [www.800helpfla.com/psm](http://www.800helpfla.com/psm) to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7335**  
 Expiration Date February 28, 2023

**Professional Surveyor and Mapper Business License**

Under the provisions of Chapter 472, Florida Statutes

LONGITUDE SURVEYORS, LLC  
 7769 NW 48TH ST STE 375  
 DORAL, FL 33166-5463

*Nicole Fried*

NICOLE "NIKKI" FRIED  
 COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkway Tallahassee, Florida 32399-6500  
 800HELPFLA(435-7352) or (850) 488-2221

March 2, 2021

EDUARDO M SUAREZ  
 7769 NW 48TH ST STE 375  
 DORAL, FL 33166-5463

SUBJECT: Professional Surveyor and Mapper License # LS6313

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at [www.800helpfla.com/psm](http://www.800helpfla.com/psm) to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

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Florida Department of Agriculture  
 and Consumer Services  
 Board of Professional Surveyors  
 and Mappers

LS6313

Professional Surveyor and Mapper  
 EDUARDO M SUAREZ

IS LICENSED under the provisions of Ch. 472 FS  
 Expiration date: February 28, 2023

Detach Here



Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6313**  
 Expiration Date: February 28, 2023

**Professional Surveyor and Mapper License**

Under the provisions of Chapter 472, Florida Statutes

EDUARDO M SUAREZ  
 7769 NW 48TH ST STE 375  
 DORAL, FL 33166-5463

*Nicole Fried*

NICOLE "NIKKI" FRIED  
 COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



**Internal Services Department  
Small Business Development**

111 NW 1 Street, 19th Floor  
Miami, Florida 33128  
T 305-375-3111  
F 305-375-3160

October 27, 2021

Eduardo Suarez  
LONGITUDE SURVEYORS, LLC  
7769 NW 48 Street  
Suite 375  
Doral, FL 33166

**Approval Date:** October 27, 2021 - Disadvantaged Business Enterprise (DBE)  
**Anniversary Date:** October 27, 2022

Dear Eduardo Suarez,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), is pleased to notify you that your firm is certified under the Florida Unified Certification Program (UCP). Your firm meets the eligibility requirements for certification as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 26.

DBE certification is continuous with no expiration date; however, firms are required to attest that there are no changes via the No Change Declaration form on or before the firm's anniversary date to remain certified. You will be notified of your annual responsibilities in advance of the Anniversary Date listed above. You must submit the annual No Change Declaration form no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the UCP DBE Directory which can be accessed through the Florida Department of Transportation's website: <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>.

DBE certification is NOT a guarantee of work, but it enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If at any time there is a material change in your firm, you must advise this office by sworn affidavit and supporting documentation within thirty (30) days. Changes include, but are not limited to ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms, individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to comply will result in action to remove your firm's DBE certification.



Internal Services Department  
Small Business Development  
111 NW 1 Street, 19th Floor  
Miami, Florida 33128  
T 305-375-3111  
F 305-375-3160

November 30, 2021

Eduardo Suarez  
LONGITUDE SURVEYORS, LLC  
7769 NW 48 Street  
Suite 375  
Doral, FL 33166

Approval Date: November 5, 2021 Small Business Enterprise - Architectural & Engineering (SBE-A&E)  
Expiration Date: November 30, 2024

Dear Eduardo Suarez,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Architectural & Engineering (SBE-A&E) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: <https://www.miamidade.gov/global/business/smallbusiness/home.page>. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: <https://www.miamidade.gov/global/business/procurement/home.page>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at [sbdcert@miamidade.gov](mailto:sbdcert@miamidade.gov).

Sincerely,

Jeanise Cummings-Labossiere  
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)  
MDC-TCC 15-01: SURVEYING AND MAPPING - LAND SURVEYING  
MDC-TCC 15-02: AERIAL PHOTOGRAMMETRY  
MDC-TCC 15-03: UNDERGROUND UTILITY LOCATION  
NAICS 541370: SURVEYING AND MAPPING (EXCEPT GEOPHYSICAL) SERVICES