



Southwest Ranches Town Council

REGULAR MEETING

Agenda of September 12, 2019

Southwest Ranches Council Chambers
7:30 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Doug McKay <u>Vice Mayor</u> Gary Jablonski	<u>Town Council</u> Freddy Fisikelli Bob Hartmann Denise Schroeder	<u>Town Administrator</u> Andrew D. Berns <u>Town Financial</u> <u>Administrator</u> Martin Sherwood, CPA CGFO	<u>Town Attorney</u> Keith M. Poliakoff, J.D. <u>Assistant Town</u> <u>Administrator/Town Clerk</u> Russell C. Muniz, MMC
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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. **Eagle Scout Project Presentation - Aryaan Verma**
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**

Resolutions

9. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING CONTINUING CONTRACTS TO CRAVEN THOMPSON AND ASSOCIATES, INC., KEITH AND ASSOCIATES, INC., AND BAXTER AND WOODMAN, INC. FOR PROFESSIONAL SURVEYING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A TOWN COUNCIL MEETING DECORUM POLICY; ESTABLISHING STANDARDS FOR THE PROPER CONDUCT AND PROCEDURES AT TOWN MEETINGS; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE OFFICAL DECORUM POLICY; AND PROVIDING AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE FOURTH AMENDMENT TO THE INTERLOCAL AGREEEMENT FOR CREATION OF THE BROWARD METROPOLITAN PLANNING ORGANIZATION (MPO), BUT RESPECTFULLY REQUESTING THAT THE AMENDMENT DOES NOT GOT INTO EFFECT UNTIL AND UNLESS ALL MEMBER CITIES BE GRANTED AN EQUAL VOTE; DIRECTING THE TOWN CLERK TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO ALL AFFECTED PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A FIRE ASSESSMENT REVIEW COMMITTEE TO PROVIDE INPUT INTO THE METHODOLOGY UTILIZED FOR THE TOWN'S ANNUAL FIRE SERVICES ASSESSMENT; APPOINTING THE COMMITTEE MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, URGING ITS CONGRESSIONAL LEADERS, THE FEDERAL AVIATION ADMINISTRATION AND THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS TO MINIMIZE THE COMMERCIAL AIR TRAFFIC OVER THE TOWN OF SOUTHWEST RANCHES AND TO MAXIMIZE THE ALTITUDE OF COMMERCIAL AIR TRAFFIC OVER THE TOWN OF SOUTHWEST RANCHES APPROACHING AND DEPARTING FROM THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

Discussion

14. Council Member Resignation

15. 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.



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

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

Town Council
Doug McKay, Mayor
Gary Jablonski, Vice Mayor
Freddy Fisikelli, Council Member
Bob Hartmann, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 9/12/2019
SUBJECT: Award of Continuing Contract to Craven Thompson and Associates, Inc., Keith and Associates, Inc. and Baxter and Woodman, Inc. for professional surveying services.

Recommendation

Council consideration for contract ratification and approval of the Selection / Negotiation Committee selection of Craven Thompson and Associates, Inc, Keith and Associates, Inc. and Baxter and Woodman, Inc. for professional surveying services as outlined in the Request for Letters of Interest (RLI) # 19-004.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

On June 12, 2019, the Town advertised a Request for letters of Interest for Continuing Contracts for Professional Surveying Services. On July 15, 2019, the Town received thirteen (13) responses to the advertisement. On July 31, 2019, after hearing presentation from the five shortlisted firms, the Town's Selection and Negotiation Committee, has recommended the Town should enter into contracts with three selected firms to have available options when seeking such services. The three selected firms are Craven Thompson and Associates, Inc,

Keith and Associates, Inc. and Baxter and Woodman, Inc.

Fiscal Impact/Analysis

Services will be performed on an as-needed basis.

Staff Contact:

Rod Ley, P.E., Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
Surveying Services Reso - TA Approved	9/5/2019	Resolution
Agreement - Keith and Associates	8/21/2019	Agreement
Agreement - Baxter Woodman	8/22/2019	Agreement
Agreement - Craven Thompson	8/22/2019	Agreement
Request for Letters of Interest	8/22/2019	Exhibit

RESOLUTION 2019 –XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING CONTINUING CONTRACTS TO CRAVEN THOMPSON AND ASSOCIATES, INC., KEITH AND ASSOCIATES, INC., AND BAXTER AND WOODMAN, INC. FOR PROFESSIONAL SURVEYING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 12, 2019, the Town advertised a Request for Letters of Interest (RLI) # 19-004 for Continuing Contracts for Professional Surveying Services; and

WHEREAS, on July 15, 2019, the Town received thirteen (13) responses to its advertisement; and

WHEREAS, on July 31, 2019, after hearing presentations from the five (5) shortlisted firms, the Town's selection and Negotiation Committee has recommended that the Town enter into contracts with three (3) selected firms to have available options when seeking such services; and

WHEREAS, the three selected firms are Craven Thompson and Associates, Inc. Keith and Associates, Inc., and Baxter and Woodman, Inc. for Professional Surveying Services under the terms and conditions set forth therein.

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 Craven Thompson and Associates, Inc., Keith and Associates, Inc., and Baxter and Woodman, Inc. for Professional Surveying Services as outlined in the Request for Letters of Interest attached hereto.

Section 3. The Town Council hereby approves awarding a Continuing Contract with Craven Thompson and Associates, Inc., Keith and Associates, Inc., and Baxter and Woodman, Inc. for Professional Surveying Services as set for in Composite Exhibit "A" 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 Agreements in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and / or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 5. This Resolution shall be effective immediately upon its adoption.

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

Ranches, Florida, this 12th day of September, 2019, on a motion by

_____ and seconded by _____.

McKay _____
Jablonski _____
Fisikelli _____
Hartmann _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney
35847632.1



EXHIBIT "A"
AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
KEITH AND ASSOCIATES, INC.
FOR
A CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING SERVICES
RLI No. 19-004

AGREEMENT FOR
CONTINUING CONTRACT FOR
PROFESSIONAL SURVEYING SERVICES

This Continuing Contract for Professional Surveying Services ("CONTINUING CONTRACT") is made and entered into this 12th day of September 2019, by and between the Town of Southwest Ranches, Florida, hereinafter referred to as "TOWN", and Keith and Associates, Inc., Inc a Florida Corporation licensed as an Authorized Professional Surveying Company with the State of Florida under License LB6860, hereinafter referred to as "SURVEYOR".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RLI No. 19-004, 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 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 surveying 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 RLI 19-004, 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. 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 RLI No. 19-004, which RLI is incorporated herein by reference.

1.1.1 Points of Contact.

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

Rod Ley, Town Engineer Tel:
954-434-0008

Email: rley@southwestranches.org

The SURVEYOR's Designated Point of Contact shall be:

Surveyor's Name

Attn: Lee Powers, PSM

Tel: 954-788-3400

Email: LPowers@KeithHeam.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 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. 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 the course of 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 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 list of project requirements shall be provided to the SURVEYOR and shall be utilized by the SURVEYOR to prepare the Project Program.

2.2 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.

2.3 Service Work Authorization and Notice to Proceed. For all services covered under this Continuing Contract, SURVEYOR 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 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 elate 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 thirty (30) days of invoice elate or as otherwise provided by Section 218.73, Florida Statute.

3.4 Payments due to SURVEYOR which remain unpaid for thirty (30) days after the due date provided herein, shall bear interest at the statutory rate provided by Section 218.74, 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 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 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. The continuing contract for professional surveying services shall have an initial three (3) years term, with three (3), two (2) 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 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 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 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.

7.2 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 contractor employed by the SURVEYOR and not corrected by SURVEYOR or another replacement consultant or contractor 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 or contractor 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.

7.3 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 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 hearing, trial, 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 surveying 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, 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.

8.3 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:

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 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.

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 \$1,000,000.00 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 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.

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.

Bidders are 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 Bid award within thirty (30) days of awarding. The Bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Bid protest or sue the Town by virtue of such cancellation or rescission.

84 Indemnification. To the fullest extent permitted by Florida Statute, 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, 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 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.

8.4.1 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 Subcontractors), 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.

85 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.

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. 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.

88 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 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 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 success or 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.

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 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.

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 SURVEYOR 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 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 Statute, Section 287.055, this Continuing Contract shall have no time limitation, however, it 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. SURVEYOR shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status.

SURVEYOR shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, color, religion, sex, national origin, disability, or medical status. SURVEYOR shall comply with all applicable sections of the Americans with Disabilities Act. SURVEYOR agrees that compliance with this Article constitutes a material condition to this Continuing Contract, and that it is binding upon the SURVEYOR, its successors, transferees, and assignees for the period during which any services are provided. SURVEYOR further assures that all consultants and subcontractors and independent contractors are not in violation of the terms of this Section of the Continuing Contract.

814 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.

815 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.

816 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.

817 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.

818 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.

SURVEYOR agrees to maintain public records in SURVEYOR's possession or control in connections with SURVEYOR'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. SURVEYOR shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. SURVEYOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by TOWN.

819 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 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.

820 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.

821 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.

822 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.

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

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

825 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 8.18 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 (18 USC 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).

826 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

With a copy to the Town Attorney:

Keith M. Poliakoff
Saul Ewing Arnstein & Lehr, LLP
200 East Las Olas Blvd.
Suite 1000
Fort Lauderdale, FL 33301
Philadelphia, PA 19102

AS TO SURVEYOR:

Lee Powers, PSM
KEITH
301 E. Atlantic Blvd.
Pompano Beach, FL 33060
954-788-3400

827 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.

828 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.

829 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.

830 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.

831 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 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.

832 Drug-Free Workplace. SURVEYOR shall maintain a drug-free workplace.

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

834 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.

835 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.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: KEITH, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 19th day of August 2019.

WITNESSES:

[Signature]
[Signature]

CONTRACTOR:

By: [Signature] Lee Powers
Director of Surveying and Mapping (title)
19th day of August 2019

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor

____ day of _____ 201__

By: _____
Andrew D. Berns, Town Administrator

____ day of _____ 201__

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

**EXHIBIT A
PROFESSIONAL SERVICE FEE SCHEDULE**

	Hourly Rate
Senior Surveyor & Mapper	\$150.00
Project Surveyor I	\$110.00
Project Surveyor II	\$125.00
Technician I	\$70.00
Technician II	\$80.00
Technician III	\$90.00
Survey Party (2) Person	\$110.00
Survey Party (3) Person	\$130.00
Survey Laser Scanning	\$250.00
Survey Mobile LiDAR	\$750.00
Utility Project Manager	\$175.00
Subsurface Utility Location Manager	\$140.00
Subsurface Utility Field Supervisor	\$90.00
Utility Coordination Manager	\$120.00
Utility Coordinator	\$100.00
Utility Designating/GPR	\$200.00
Vacuum Excavation Test Hole (Pervious Surface)	\$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface)	\$450.00/Each
Administrative Assistant I	\$60.00
Administrative Assistant II	\$80.00

Effective 07/08/2019

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EXHIBIT “A”

AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

BAXTER & WOODMAN, INC.

FOR

A CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING SERVICES

RLI No. 19-004

AGREEMENT FOR
CONTINUING CONTRACT FOR
PROFESSIONAL SURVEYING SERVICES

This Continuing Contract for Professional Surveying Services ("CONTINUING CONTRACT") is made and entered into this 12th day of September 2019, by and between the Town of Southwest Ranches, Florida, hereinafter referred to as "TOWN", and Baxter & Woodman, Inc. a Florida Corporation licensed as an Authorized Professional Surveying Company with the State of Florida under License LB8175, hereinafter referred to as "SURVEYOR".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RLI No. 19-004, 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 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 surveying 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 RLI 19-004, 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. 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 RLI No. 19-004, which RLI is incorporated herein by reference.

1.1.1 Points of Contact.

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

Rod Ley, Town Engineer Tel:

954-434-0008

Email: rlev@southwesttranches.org

The SURVEYOR's Designated Point of Contact shall be:

Surveyor's Name

Attn: Tom English

Tel: 954-666-5462

Email: tenglish@baxterwoodman.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 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. 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 the course of 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 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 list of project requirements shall be provided to the SURVEYOR and shall be utilized by the SURVEYOR to prepare the Project Program.

2.2 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.

2.3 Service Work Authorization and Notice to Proceed. For all services covered under this Continuing Contract, SURVEYOR 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 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 elate 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 thirty (30) days of invoice elate or as otherwise provided by Section 218.73, Florida Statute.

3.4 Payments due to SURVEYOR which remain unpaid for thirty (30) days after the due date provided herein, shall bear interest at the statutory rate provided by Section 218.74, 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 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 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. The continuing contract for professional surveying services shall have an initial three (3) years term, with three (3), two (2) 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 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 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 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.

7.2 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 contractor employed by the SURVEYOR and not corrected by SURVEYOR or another replacement consultant or contractor 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 or contractor 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.

7.3 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 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 hearing, trial, 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 surveying 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, 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.

8.3 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:

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 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.

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 \$1,000,000.00 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 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.

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.

Bidders are 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 Bid award within thirty (30) days of awarding. The Bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Bid protest or sue the Town by virtue of such cancellation or rescission.

84 Indemnification. To the fullest extent permitted by Florida Statute, 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, 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 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.

8.4.1 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 Subcontractors), 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.

85 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.

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. 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.

88 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 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 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 success or 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.

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 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.

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 SURVEYOR 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 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 Statute, Section 287.055, this Continuing Contract shall have no time limitation, however, it 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. SURVEYOR shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status.

SURVEYOR shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, color, religion, sex, national origin, disability, or medical status. SURVEYOR shall comply with all applicable sections of the Americans with Disabilities Act. SURVEYOR agrees that compliance with this Article constitutes a material condition to this Continuing Contract, and that it is binding upon the SURVEYOR, its successors, transferees, and assignees for the period during which any services are provided. SURVEYOR further assures that all consultants and subcontractors and independent contractors are not in violation of the terms of this Section of the Continuing Contract.

814 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.

815 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.

816 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.

817 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.

818 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.

SURVEYOR agrees to maintain public records in SURVEYOR's possession or control in connections with SURVEYOR'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. SURVEYOR shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. SURVEYOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by TOWN.

819 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 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.

820 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.

821 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.

822 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.

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

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

825 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 8.18 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 (18 USC 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).

826 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

With a copy to the Town Attorney:

Keith M. Poliakoff
Saul Ewing Arnstein & Lehr, LLP
200 East Las Olas Blvd.
Suite 1000
Fort Lauderdale, FL 33301
Philadelphia, PA 19102

AS TO SURVEYOR:

Louis D. Haussmann
Executive Vice President/COO
8678 Ridgefield Road
Crystal Lake, IL 60014

827 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.

828 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.

829 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.

830 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.

831 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 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.

832 Drug-Free Workplace. SURVEYOR shall maintain a drug-free workplace.

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

834 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.

835 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.


[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 _____ 2019.

WITNESSES:

Barbara Tobin

CONTRA

By: 

Louis D. Haussmann, Ex. VP (title)

20th day of August 2019

TOWN OF SOUTHWEST RANCHES

By: _____

Doug McKay, Mayor

____ day of _____ 201__

By: _____

Andrew D. Berns, Town Administrator

____ day of _____ 201__

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

**Town of Southwest Ranches
Continuing Contract for Professional Surveying Services
Baxter & Woodman, Inc. Rate Table**

Classification	Hourly Rate
Senior Engineer – Level III/IV	\$168.00/hr
Professional Surveyor PSM	\$150.00/hr
2-Man Survey Crew	\$130.00/hr
Engineer – Level I/II	\$100.00/hr
Senior Engineering CADD Technician	\$110.00/hr
Clerical	\$80.00/hr

- Reimbursable Expenses – billed at direct costs
- Subconsultant Costs – billed with 10% markup
- Rates effective August 2019 through August 2020

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EXHIBIT "A"
AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
CRAVEN, THOMPSON & ASSOCIATES, INC.
FOR
A CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING SERVICES
RLI No. 19-004

AGREEMENT FOR
CONTINUING CONTRACT FOR
PROFESSIONAL SURVEYING SERVICES

This Continuing Contract for Professional Surveying Services ("CONTINUING CONTRACT") is made and entered into this 12th day of September 2019, by and between the Town of Southwest Ranches, Florida, hereinafter referred to as "TOWN", and Craven, Thompson & Associates, Inc a Florida Corporation licensed as an Authorized Professional Surveying Company with the State of Florida under License LB271, hereinafter referred to as "SURVEYOR".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RLI No. 19-004, 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 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 surveying 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 RLI 19-004, 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. 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 RLI No. 19-004, which RLI is incorporated herein by reference.

1.1.1 Points of Contact.

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

Rod Ley, Town Engineer Tel:
954-434-0008

Email: rley@southwestranches.org

The SURVEYOR's Designated Point of Contact shall be:

Surveyor's Name

Attn: Richard D. Pryce, PSM, Vice President, Surveying & GIS

Tel: (954) 739-6400, Ext. 327

Email: rpryce@craventhompson.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 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. 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 the course of 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 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 list of project requirements shall be provided to the SURVEYOR and shall be utilized by the SURVEYOR to prepare the Project Program.

2.2 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.

2.3 Service Work Authorization and Notice to Proceed. For all services covered under this Continuing Contract, SURVEYOR 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 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 elate 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 thirty (30) days of invoice elate or as otherwise provided by Section 218.73, Florida Statute.

3.4 Payments due to SURVEYOR which remain unpaid for thirty (30) days after the due date provided herein, shall bear interest at the statutory rate provided by Section 218.74, 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 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 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. The continuing contract for professional surveying services shall have an initial three (3) years term, with three (3), two (2) 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 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 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 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.

7.2 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 contractor employed by the SURVEYOR and not corrected by SURVEYOR or another replacement consultant or contractor 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 or contractor 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.

7.3 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 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 hearing, trial, 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 surveying 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, 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.

8.3 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:

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 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.

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 \$1,000,000.00 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 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.

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.

Bidders are 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 Bid award within thirty (30) days of awarding. The Bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Bid protest or sue the Town by virtue of such cancellation or rescission.

84 Indemnification. To the fullest extent permitted by Florida Statute, 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, 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 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.

8.4.1 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 Subcontractors), 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.

85 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.

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. 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.

88 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 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 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 success or 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.

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 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.

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 SURVEYOR 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 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 Statute, Section 287.055, this Continuing Contract shall have no time limitation, however, it 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. SURVEYOR shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status.

SURVEYOR shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, color, religion, sex, national origin, disability, or medical status. SURVEYOR shall comply with all applicable sections of the Americans with Disabilities Act. SURVEYOR agrees that compliance with this Article constitutes a material condition to this Continuing Contract, and that it is binding upon the SURVEYOR, its successors, transferees, and assignees for the period during which any services are provided. SURVEYOR further assures that all consultants and subcontractors and independent contractors are not in violation of the terms of this Section of the Continuing Contract.

8.14 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.

8.15 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.

8.16 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.

8.17 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.

8.18 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.

SURVEYOR agrees to maintain public records in SURVEYOR's possession or control in connections with SURVEYOR'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. SURVEYOR shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. SURVEYOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by TOWN.

819 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 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.

820 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.

821 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.

822 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.

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

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

825 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 8.18 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 (18 USC 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).

826 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

With a copy to the Town Attorney:

Keith M. Poliakoff
Saul Ewing Arnstein & Lehr, LLP
200 East Las Olas Blvd.
Suite 1000
Fort Lauderdale, FL 33301
Philadelphia, PA 19102

AS TO SURVEYOR:

Craven Thompson & Associates, Inc.
Attn: Richard D Pryce, PSM
3563 NW 53rd Street
Fort Lauderdale, FL 33309

827 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.

828 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.

829 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.

830 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.

831 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 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.

832 Drug-Free Workplace. SURVEYOR shall maintain a drug-free workplace.

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

834 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.

835 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.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: CRAVEN THOMPSON, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2019.

WITNESSES:

James Taylor
Patricia A. Sills

CONTRACTOR:

By: Richard D. Pryce
Richard D, Pryce, V.P. (title)
19th day of August 2019

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
____ day of _____ 201__

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 201__

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

**CRAVEN THOMPSON & ASSOCIATES, INC.
HOURLY FEE SCHEDULE**

Civil Engineering Services

Principal Engineer	\$210/Hour
Senior Supervising Engineer	\$190/Hour
Senior Engineer	\$140/Hour
Project Engineer	\$120/Hour
Engineering Senior CADD Technician	\$95/Hour

Land Surveying & Mapping Services

Principal Surveyor	\$170/Hour
Professional Land Surveyor	\$130/Hour
Project Surveyor	\$120/Hour
Survey CADD / GIS Tech	\$90/Hour
Survey Field Crew (1-Man Crew)	\$95/Hour
Survey Field Crew (2-Man Crew)	\$135/Hour
Survey Field Crew (3-Man Crew)	\$165/Hour
Survey Crew with Laser Scan (3-Man Crew)	\$260/Hour

Landscape Architecture and Planning Services

Principal Landscape Architect / Principal Planner	\$170/Hour
Senior Supervising Landscape Architect	\$155/Hour
Senior Landscape Architect	\$135/Hour
Landscape Architect	\$125/Hour
Project Landscape Designer	\$115/Hour
Project Planner	\$115/Hour

Construction Administration Services

Director of Construction Management	\$150/Hour
Construction Manager	\$140/Hour
Senior Field Representative	\$100/Hour
Field Representative	\$90/Hour

Miscellaneous

Clerical	\$75/Hour
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CRAVTHO-01

MYOUNG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2019

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).

PRODUCER Corporate Insurance Advisors, LLC 1401 E. Broward Blvd. Suite 103 Fort Lauderdale, FL 33301	CONTACT NAME:	PHONE (A/C, No, Ext): (954) 315-5000	FAX (A/C, No): (954) 315-5050
	E-MAIL ADDRESS: service@ciafl.net		
INSURED Craven Thompson & Associates, Inc. 3563 NW 53rd Street Fort Lauderdale, FL 33309	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Casualty Insurance Company		29424
	INSURER B : Hartford Property & Casualty		34690
	INSURER C : Hartford Ins Co of the Southea		38261
	INSURER D : Continental Casualty Co.		20443
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

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 Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			21UUNZP1507	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			21UENHF3705	12/1/2018	12/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21XHUZP1253	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			21WEAC2DHE	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			AEH59198336	3/30/2019	3/30/2020	See Remarks

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

Professional Liability including Pollution Incident Liab

\$2,000,000 Each Claim

\$4,000,000 Aggregate

\$35,000 Deductible

Re: RE: Continuing Contract for Professional Surveying Services RLI 19-004 A Continuing contrat for professional surveying servies

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

CANCELLATION

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Corporate Insurance Advisors, LLC		NAMED INSURED Craven Thompson & Associates, Inc. 3563 NW 53rd Street Fort Lauderdale, FL 33309 Broward	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Town of Southwest Ranches is included as Additional Insured as respects General Liability. Waiver of Subrogation in favor of the Additional Insured as respects General Liability. All of the above are required by written contract. 30 day notice of cancellation as respects General Liability.

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**TOWN OF SOUTHWEST RANCHES
BROWARD COUNTY, FLORIDA**

**REQUEST FOR LETTERS OF INTEREST (RLI) FOR
“A CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING SERVICES”**

RLI No. 19-004



Deadline for Submittal and Opening Date/Time: Monday, July 15, 2019 / 11:00 AM

Submit To:

**Mara Semper, Procurement and Budget Officer
13400 Griffin Road
Southwest Ranches, FL 33330-2628**

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CONTRACT DATA

Contract Title: A CONTINUING CONTRACT FOR PROFESSIONAL
SURVEYING SERVICES

Contract Number: RLI No.: 19-004

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road
Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

Designated Contract Manager:
Rod Ley
Town Engineer
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

REQUEST FOR LETTERS OF INTEREST

ALL INTERESTED PARTIES:

The Town of Southwest Ranches, Florida, hereinafter referred to as Town, will receive Letters of Interest (RLI) together with the Proposer's Forms included herein and any other information relative to the qualifications, knowledge, experience, expertise or proficiency of the Proposer, at the Office of Mara Semper, Town Procurement and Budget Officer, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, Florida, 33330 until 11:00 a.m., Monday, July 15, 2019 at which time they will be publicly opened and read for:

RLI No.: 19-004 "A CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING SERVICES"

Pursuant to the Request for Letters of Interest (RLI), TOWN is soliciting interested individuals, firms and entities to submit qualifications statements, performance data and other information relative to the proposed surveying services in accordance with the Consultants Competitive Negotiation Act (C.C.N.A.) - Florida Statute 287.055 and the Town's Procurement Code.

RLI shall be submitted in a sealed envelope clearly marked "RLI: A Continuing Contract for Professional Surveying Services" must be received by the Procurement and Budget Officer, either by mail or hand delivery, no later than 11:00 a.m. local time on, **Monday, July 15, 2019**. A public opening will take place at 11:00 a.m. in the TOWN's Grand Oak conference room located at Town Hall on the same date. A submittal by facsimile or electronic mail (email) will not be accepted. Any RLI received after 11:00 a.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a RLI is received will be resolved against the Proposer.

The awarded contractor shall be required to execute a contract with the Town of Southwest Ranches in substantially the form attached hereto as Exhibit "A."

In accordance with Florida Statutes, Section 119.071(1)(b)(2), proposals are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

The Town reserves the right to reject all or any portions of any proposal, to reject all bids, to waive any informality, non-material irregularity or technicality in any proposal, to re-advertise for proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

Questions concerning this RLI should be sent via **facsimile** or **emailed** to:

Mara Semper, Procurement and Budget Officer

Phone: 954-434-0008 Ext. 7477

Fax Number: 954-434-1490

Email: msemper@southwestranches.org

INSTRUCTIONS AND TERMS

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (RLI), TOWN is soliciting interested firms and entities to submit qualifications statements, performance data and other information relative to the professional surveying services described herein, and in accordance with the Consultants' Competitive Negotiation Act (C.C.N.A.) - Florida Statute 287.055, and the Town's Procurement Code. Responses to this RLI will be evaluated by a Selection/Negotiation Committee appointed by the Town Administrator. Firms and entities, which do not provide the information requested or which fail to meet the minimum qualification criteria shall be disqualified from further consideration. This RLI is divided into three (3) sections:

1. Instructions and Terms
2. Proposer's Forms, (Offeror's Certification, Qualification Statement, etc.)
3. Agreement

Any questions or requests for clarifications concerning this RLI shall be submitted in writing by facsimile or E-mail and directed to Mara Semper, Procurement and Budget Officer, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches FL, 33330; By Fax number (954) 434-1490; or E-mail address: msemper@southwesteranches.org. The RLI number and title shall be referenced on all correspondence and in the subject section of the email. **All questions must be received no later than noon, Monday, July 8, 2019.** All responses to questions/clarifications, if deemed necessary by the TOWN, will be sent to all prospective bidders either electronically, in writing, by mail, by facsimile or in the form of an addendum, if applicable. No questions will be received verbally, and/or, after the deadline. Bidders are hereby notified that oral representations or discussions with the TOWN, including its staff or consultants, shall not be binding upon the TOWN.

Completed proposals shall be submitted by enclosing the completed Proposer's Forms and supporting information in a sealed envelope. The outside of the envelope shall positively identify the Proposer, the forms enclosed and the envelope clearly marked "RLI: A Continuing Contract for Professional Surveying Services." In accordance with the C.C.N.A. requirements, respondents shall not submit pricing proposals with their responses. The respondent is responsible for all costs associated with the preparation of the RLI response.

After review of all submissions, the Selection/Negotiation Committee will shortlist the firms and will schedule no fewer than three firms for an interview and presentation if required. During the shortlisting of firms, the TOWN shall consider such factors as:

EVALUATION CRITERIA:

		Points Range
A.	Qualifications	30
B.	Knowledge, Skills, Professional ability	20
C.	References	10
D.	Willingness to meet time and budget requirements	5
E.	Location of office	5
F.	Experience	15
G.	Quality of submittal	5
H.	Recent, current and projected workloads of the firms	10
	Total Possible Points	100

NOTE: Proposals should be prepared to clearly address the Evaluation Criteria as well as any and all other information required by this RLI.

After firms are shortlisted, those firms will be notified by telephone and/or email within 24 hours, followed up by letter, and advised of date, time, and location of interview and/or presentation. After interviews and presentations (if required), each voting member will indicate their choice of firms in order of preference. The TOWN shall enter into negotiations with the top ranked firm or firms for professional services at compensation which the TOWN determines is fair, competitive, and reasonable to establish an agreement to be executed by both parties. When agreement is reached between the TOWN and the selected firm (s), the TOWN and the selected firm (s) will execute the final contract attached herein as Exhibit A. Should the TOWN and the firm (s) considered to be most qualified not reach agreement, the negotiations shall be formally terminated at the TOWN's sole discretion, negotiations begin with the next most qualified firm (s). Upon completion of successful negotiations, a recommendation of award of contract will then be presented to the Town Council. As the best interest of the TOWN may require, the right is reserved to reject any and all or waive any minor irregularity or technicality in RLIs received. It is the Town's intention to enter into a continuing contract for the potential projects as described herein, and as provided by Section 287.055, Florida Statute. The Town does not guarantee a minimum number of projects or amount of work.

II. SCOPE OF SERVICES

The Town of Southwest Ranches is requesting letters of interest from qualified individuals, firms or entities to provide professional surveying services related to the planning, design, plans preparation, permitting, and project construction management of the Town's planned and potential projects as set forth in this RLI. As part of the services to be provided, the successful respondent will be expected to provide professional(s) with specific qualifications, knowledge, skills, and experience in various fields including, but not limited to the following, per Chapter 472, Florida Statute:

- Boundary survey
- Topographic survey
- Legal descriptions

- Mapping
- Computer Aided Drafting (CAD)
- American Land Title Association (ALTA) survey
- and other related services

Such services shall only be performed upon the express written direction of the Town Administrator via an approved Work Authorization or Purchase Order. The surveyor may also provide the following services:

- Provides technical information or survey data necessary for input concerning the development of projects considering cost effectiveness, scheduling; cost and other factors;
- Provides related services, as part of firm's in-house capability or sub-contracted services, and all else necessary to complete an assigned project;
- Assist in studies and reports on the potential projects;
- Attend, participate, and make presentation in Town meetings and conferences;
- Provide periodic status reports;
- Provide expert testimony on behalf of the Town for court and code enforcement proceedings;
- Perform field surveys and prepare drawings;
- Other related services as assigned by the Town;

List of Potential Projects:

The Town of Southwest Ranches perform various drainage projects, roadway improvement projects, trails, park improvements, municipal building improvements, guardrail installation, street light installation, entranceway signs, specialized surveys to support pending or threatened litigation, and other projects as needed. Attached to this RLI as Exhibit "B" is the Town's five-year capital improvement plan for fiscal year 2019-2023 which outlines various projects contingent upon funding. The Town does not guarantee a minimum number of projects or amount of work.

III. RLI SUBMISSION REQUIREMENTS

1. FIRM'S QUALIFICATIONS

Attached to this RLI is an Offeror's Certification, which all responding firms must complete in full. Failure to complete this form shall constitute grounds for disqualification of the responding firm from further consideration regarding this project. GSA Standard Form 330 may be completed and submitted with the letter of interest proposal in addition to the required forms. An electronic form is also available at the following website: <http://gsa.gov/portal/forms/type/TOP>.

Proposers shall provide a description of the firm, including the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in providing similar services will be directly beneficial to the TOWN in performing the work subject of this RLI.

Proposers shall identify the contact person chief/primary design professional(s) and supervisory personnel who will work on the projects. Resumes of each person shall be provided with emphasis on their experience with similar projects. If resumes are not available at the time the proposal is submitted, Proposer's should provide a listing of the qualifications, including education, experience, honors and awards received, professional associations of which the firm and/or its personnel are members.

Proposer's Knowledge:

- Specific skill and experience in field surveying and plans preparations;
- Advanced principles, practices and methods of surveying work;
- Applicable federal, state, and local laws and regulations related to surveying;
- Principles, practices, methods, and techniques of field surveying, data researching, and preparing survey plans;
- Appropriate safety precautions and procedures;
- Research and report writing methods;
- Knowledge of title search;
- Mathematical analysis related to surveys.

Proposer's Ability:

- Perform survey services, necessary for the development, design and construction of Town projects in accordance with the latest codes and regulations;
- Prepare accurate survey plans;
- Interpret applicable survey codes, rules, laws and regulations;
- Prepare and analyze title search, technical reports, statements, contracts and legal documents;
- Direct work to meet deadlines;
- Maintain complete, accurate; records and files in accordance with applicable Statutes;
- Use manual and computerized drafting instruments with skill;
- The Proposer's professional status and licenses must be current;
- The Proposer must have adequate personnel to respond to the needs of the Town;
- The Proposer must have sufficient experience in the types of work required in the listed potential projects;
- The Proposer must have a viable financial strength;
- The Proposer must be able to meet the required insurance requirements.

2. COPIES OF SUBMISSION

One unbound set with original signatures, five (5) bound copies, and one compact disk of the entire RLI in Word format and pdf formats, must be submitted to the Town of

Southwest Ranches at the office of Mara Semper, Procurement and Budget Officer, Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330-2628.

3. **ADDENDA OR ADDITIONAL INFORMATION**

Any questions or requests for clarifications concerning this RLI shall be submitted in writing by facsimile or E-mail and directed to Ms. Mara Semper, Procurement and Budget Officer, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches FL, 33330; By Fax number (954) 434-1490; or E-mail address: msemper@southwesteranches.org. The RLI number and title shall be referenced on all correspondence and in the subject section of the email. **All questions must be received no later than seven (7) calendar days prior to the scheduled proposal opening date but no later than noon on Monday July 8, 2019.** All responses to questions/clarifications, if deemed necessary by the Town, will be posted on the Town Website at <http://www.southwesteranches.org/procurement> or through DemandStar. No questions will be received verbally, and/or, after the deadline. Proposers are hereby notified that a "Cone of Silence" is hereby imposed from the date of advertising and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award. A Proposer who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

4. **CONE OF SILENCE**

A Cone of Silence is hereby imposed and made applicable to this RLI, and in accordance with the Town's Procurement Code. The Cone of Silence shall become effective from the time this RLI is advertised, and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award, rejects all responses, or takes other action which ends the RLI process. During the effective time period of the Cone of Silence, any person or entity which submits a proposal/response, or that will be subject to evaluation under the terms of this RLI, shall not have any communication with the members of the Town Council relative to this RLI, except as may be permitted or required during public meetings of the Town Council. **NOTE:** A Proposer who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

A "**Cone of Silence**" means a prohibition on any communication regarding a particular request for proposal, request for qualification or invitation to bid, and as set forth in the Town's Procurement Code.

IV. INSURANCE

The proposer shall provide as part of the RLI a certification that the SURVEYOR has the ability to provide and meet the insurance requirements.

1. Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide TOWN with certified copies of all insurance policies providing coverage as required.

2. The Successful Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the contract and at least one (1) year beyond a project completion, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (a) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.
- (b) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree 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.
- (c) Comprehensive General Liability Insurance with the following minimum limits of liability:

<u>\$1,000,000.00</u>	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
<u>\$2,000,000.00</u>	Annual Aggregate

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

<u>\$1,000,000.00</u>	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
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- (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).

- (d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of the work with the following minimum limits of liability:

<u>\$1,000,000.00</u>	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
-----------------------	---

***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.

Bidders are 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 Bid award within thirty (30) days of awarding. The Bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Bid protest or sue the Town by virtue of such cancellation or rescission.

V. INDEMNIFICATION

1. **GENERAL INDEMNIFICATION:** Indemnification. To the fullest extent permitted by Florida Statute, 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, 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 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.
2. **PATENT AND COPYRIGHT INDEMNIFICATION:** Successful Proposer 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 work in connection with the performance of the Contract.

3. **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.

VI. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

Pursuant to the provisions of section 287.133(2)(a), Florida Statutes -"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in

Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list".

VII. SCHEDULE OF EVENTS

The schedule of events, relative to this procurement shall be as follows. TOWN reserves the right to delay or modify the scheduled dates and to provide notice to all persons responding to Requests for Letter of Interest.

<u>Event:</u>	<u>Date (on or by)</u>
1. Issuance of Request for Letters of Interests	Wednesday, June 12, 2019
2. Deadline for Request for Clarification	Monday July 8, 2019 @ 12:00 noon
3. Opening of Letters of Interest	Monday, July 15, 2019 @ 11:00 a.m.
4. Selection & Negotiation Committee Meeting (SNC)	TBD
5. SNC Meeting, as necessary	TBD
6. Contract Negotiations	TBD
7. Award of Contract	TBD

VIII. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH RLI's

The following documents are to be completed, executed, notarized (if applicable), and submitted in the exact order listed below and inserted at the back of the Proposal as a condition to this Request for Letters of Interest:

1. Proposer's / Offeror's Certification
2. Proposer's Qualifications Form
3. GSA Standard Form 330, if desired
4. Sworn Statement on Public Entity Crimes
5. Acknowledgement of Conformance with O.S.H.A.
6. Bidder Confirmation of Qualifications
7. Government Contact Information Form
8. List of Sub-contractors and qualifications
9. Acknowledgement of Addenda
10. Drug Free Workplace
11. Non-Collusive Affidavit
12. Reference and Contact Information Questionnaire
13. Copy of Professional Business License
14. Certification of ability to provide required insurance
15. List of Claims Presently Outstanding Against the proposer's Professional Liability Coverage
16. W9 form

IX. AWARD OF CONTRACT

The contract shall be awarded to the most qualified Proposer (s) who agrees to provide the requisite professional services at compensation which the TOWN determines is fair, reasonable and competitive. The final contract shall be substantially in the form of the Agreement attached

hereto, and shall include all terms and conditions which may be required by the Town's Procurement Code, and acceptable to the Town Council. The award of contract shall require the approval of the Town Council.

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.

X. TERM OF CONTRACT

The continuing contract for professional surveying services shall have an initial three (3) years term with three (3) two (2) year extensions. An extension shall be by mutual agreement by both parties. Contract extensions may be approved by the Town Administrator.

XI. PUBLIC RECORDS

The Town is subject to Chapter 119, Florida Statutes, "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. Contractor 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.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RLI process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this IFB and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town

upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

XII. BID PROTEST

A prospective Proposer or offeror may file a protest in writing with the Town Clerk's Office challenging the terms, conditions, or specifications within three (3) days (excluding weekends and legal holidays) after the public posting or advertising, whichever is later, of the IFP, RFP or RLI by the Town Clerk's Office.

A Proposer or offeror, in connection to and prior to awarding of any contract may file a protest in writing with the Town Clerk's Office within five (5) days (excluding weekends, and legal holidays) after posting of the recommended award for public viewing at the Town Clerk's Office. It is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award of contract to review public postings on the Town website. There may be additional means utilized for posting both advertisements and awards. In order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a Proposer or offeror which does not have standing may be summarily denied without a formal decision.

Protestors shall file their written protests with the Town Clerk's Office between the hours of 9:00 a.m. and 5:00 p.m.

Written protests shall contain:

- the name of the petitioner;
- the petitioner's address and phone number, and fax number;
- the name of the petitioner's representative, if applicable;
- the name and number of the solicitation;
- a plain and clear statement of the facts and grounds on which the protest is based; and
- a specific request for the relief to which the petitioner deems itself entitled, or the remedy requested.

A written protest is received by the Town when it is delivered to and received by the Town Clerk's Office. Delivery to and receipt by any other Town staff member or Officer is not valid.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this protest procedure. Additionally, grounds not raised in any protest shall be deemed waived.

In the event of a timely protest, the Town shall not proceed further with the solicitation or award of the Proposal/contract until all administrative remedies have been exhausted or until the Town Administrator determines to award the Proposal contract without delay in order to protect the public health, welfare or safety.

Within seven (7) days (excluding weekends, and legal holidays) of receipt of the formal written protest, the Town Administrator shall attempt to settle or resolve the dispute. If the protest is not resolved by mutual agreement, the Town Administrator shall render a written decision. A copy of the decision shall be mailed to the protestor by certified mail, return receipt requested, to the protestor.

Failure to follow the protest procedures or failure to meet any deadline set forth herein shall automatically nullify any protest or claim brought by an aggrieved Proposer, or offeror. Failure to file an administrative protest as set forth herein shall also be deemed a failure to exhaust administrative remedies.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee as set forth below. Failure to pay the filing fee shall result in a denial of the protest. In the event that the protest is denied, the Town shall retain the filing fee. In the event that the protest is granted, then one half (50⁰/o) of the filing fee shall be refunded to the protestor.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
Up to \$250,000	\$2,000
\$250,001 - \$500,000	\$4,000
\$500,001 - \$5 million	\$6,000
Over \$5 million	\$10,000

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PROPOSER'S FORMS (OFFEROR'S CERTIFICATION)

[Intentionally Left Blank]

CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that _____, as Principal or Owner

of (Company name) _____, is hereby authorized to execute the Bid dated

_____20____, to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be the official act and deed of _____.

(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this__ day of_____, 20__.

Secretary:

(SEAL)

BIDDER: _____

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, _____, 20____, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or

Limited Liability Company this _____ day of _____, 20____.

Secretary:

(SEAL)

BIDDER: _____

CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____

A partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as of the Partnership, be and is hereby authorized to execute the Bid dated, _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____, 20____.

Secretary:

(SEAL)

BIDDER: _____

CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that a meeting of the Principals of the _____

A corporation existing under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as
of the Joint Venture be and is hereby authorized to execute the Bid dated, _____
20____, to the Town of Southwest Ranches official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have here unto set my hand this _____, 20____.

Secretary:

(SEAL)

BIDDER: _____

PROPOSER'S QUALIFICATION STATEMENT FORM

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Southwest Ranches
Mara Semper, Procurement and Budget Officer

ADDRESS: 13400 Griffin Road
Southwest Ranches, Florida 33330

SUBMITTED BY: _____ CIRCLE ONE

NAME: _____ Corporation

ADDRESS: _____ Limited Liability
Company
Joint Venture

TELEPHONE NO. _____ Partnership

FAX NO. _____ Individual

E-MAIL ADDRESS: _____ Other

1. State the true, exact, correct and complete name of the partnership, corporation, Limited Liability Company, joint venture, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent:

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (governmental entities are preferred as references).

(Name)

(Address)

(Phone number)

(Name)

(Address)

(Phone number)

(Name)

(Address)

(Phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual who will have personal supervision of the work:

12. Provide a list of all litigation, including arbitration proceedings, in which offeror was or is a party, plaintiff or defendant, within the last five years, including the style of the case, locale of the case, and whether the case is still pending.

[Intentionally Left Blank]

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

DULY AUTHORIZED TO EXECUTE ON BEHALF OF PROPOSER.

Signature

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____ of _____, who is

Personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:
(i). A predecessor or successor of a person convicted of a public entity crime; or
(ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the

legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BIDDER: _____

[Signatures on next page]

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

BIDDER: _____

**ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

_____, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to _____'s failure to comply with such regulations.

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

BIDDER: _____

BIDDER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Bidder, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Invitation for Bids, and which can complete the Work within the time schedule specified.

At the time of the Bid, the Bidder shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation for Bids.

All license, certificate and experience requirements must be met by the Bidder (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by Bidders who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, Bidder represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Bidder: _____

Bidder's Name: _____

Bidder's Address: _____

Bidder's Phone Number: _____

Bidder's Email: _____

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RLI):

BIDDER: _____

[Signatures on next page]

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____ of _____ (Bidder), who is personally
known to me or who has produced _____ as identification and who did (did
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of _____ County, Florida

Notary Signature

Name of Notary Public: (Print, Stamp, or type as Commissioned)

BIDDER: _____

GOVERNMENTAL CONTACT INFORMATION

Please list **NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON** of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

AGENCY NAME	ADDRESS	PHONE NUMBER	CONTACT PERSON

PROPOSER: _____

SUBCONTRACTORS/SUBCONSULTANTS LIST

In the form below, the proposers shall list all Subcontractors/Sub consultants to be used on this project if the Proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

CLASSIFICATION OF WORK	NAME	ADDRESS OF SUBCONTRACTORS /SUBCONSULTANTS

PROPOSER:_____

ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of addendum by initialing below for each addendum received.

Addendum No.1 _____

Addendum No.2 _____

Addendum No.3 _____

Addendum No.4 _____

DRUG FREE WORKPLACE

Bidders must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE: _____

BIDDER: _____

NON-COLLUSION AFFIDAVIT

State of _____)
) ss:
County of _____)

_____ being first duly sworn deposes and says that:

(1) He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of

_____ the Bidder that has submitted the attached Bid;

(2) He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

BIDDER: _____

[Signatures on next page]

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____,

Personally known _____

Or Produced Identification _____

(Type of Identification)

Notary Public - State of _____

(Notary Signature)

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)

BIDDER: _____

REFERENCE AND CONTACT INFORMATION QUESTIONNAIRE

The Bidder's response to this questionnaire may be utilized as part of the Town's Evaluation and selection. Proposers must have current licensure applicable to this type of work and must have experience on comparable work.

List public building improvement projects contracts and client reference

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

**SAMPLE CERTIFICATION OF ABILITY TO PROVIDE
INSURANCE MEETING THE REQUIREMENTS OF RLI**

(PROPOSER'S LETTERHEAD)

DATE:

Mara Semper, Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

Subject: Certification of Ability to Provide Insurance Meeting the Requirements of the
Request for Letters of Interest, RLI No. –19-004 Continuing Contract for Professional
Surveying Services.

Dear Ms. Semper:

This is to certify that _____ has the ability to provide and
maintain the insurance coverage and meet the requirements of the Request for Letters of Interest.

Please contact me directly at tel. _____ if I can be of further assistance.

Sincerely,

Company Title

LIABILITY CLAIMS

Please list the following information for **all** Liability Claims for the past ten (10) years:

1. Name and Location of project:

2. Contact information for Project Owner:

a. Name: _____
b. Address: _____
c. Phone: _____
d. Email: _____

3. Nature of Claim: _____

4. Date of Claim: _____

5. Resolution Date of Claim and how resolved: _____

6. If applicable:

a. Court Case Number: _____
b. County: _____
c. State: _____

7. If applicable:

a. Insurance Agent / Carrier Name: _____
b. Insurance Agent / Carrier Signature: _____

BIDDER: _____

INSERT W – 9

1 page

STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) be indicated below and this form returned to:

Mara Semper, Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

or

Email: msemper@southwestranches.org

REASONS

1. _____ Do not Offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? ☐ Yes ☐ No

COMPANY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: (_____) _____ DATE: _____

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EXHIBIT "A"

AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FOR

A CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

RLI No. 19-004

AGREEMENT FOR
CONTINUING CONTRACT FOR
PROFESSIONAL SURVEYING SERVICES

This Continuing Contract for Professional Surveying Services ("CONTINUING CONTRACT") is made and entered into this _____ day of _____ 2019, by and between the Town of Southwest Ranches, Florida, hereinafter referred to as "TOWN", and _____ a Florida _____ licensed as an Authorized Professional Surveying Company with the State of Florida under License _____, hereinafter referred to as "SURVEYOR".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RLI No. 19-004, 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 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 surveying 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 RLI 19-004, 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. 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 RLI No. 19-004, which RLI is incorporated herein by reference.

1.1.1 Points of Contact.

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

Rod Ley, Town Engineer Tel:

954-434-0008

Email: rlev@southwesttranches.org

The SURVEYOR's Designated Point of Contact shall be:

Surveyor's Name

Attn: _____

Tel: _____

Email: _____

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 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. 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 the course of 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 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 list of project requirements shall be provided to the SURVEYOR and shall be utilized by the SURVEYOR to prepare the Project Program.

2.2 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.

2.3 Service Work Authorization and Notice to Proceed. For all services covered under this Continuing Contract, SURVEYOR 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 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 elate 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 thirty (30) days of invoice elate or as otherwise provided by Section 218.73, Florida Statute.

3.4 Payments due to SURVEYOR which remain unpaid for thirty (30) days after the due date provided herein, shall bear interest at the statutory rate provided by Section 218.74, 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 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 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. The continuing contract for professional surveying services shall have an initial three (3) years term, with three (3), two (2) 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 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 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 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.

7.2 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 contractor employed by the SURVEYOR and not corrected by SURVEYOR or another replacement consultant or contractor 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 or contractor 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.

7.3 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 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 hearing, trial, 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 surveying 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, 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.

8.3 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:

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 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.

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 \$1,000,000.00 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 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.

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.

Bidders are 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 Bid award within thirty (30) days of awarding. The Bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Bid protest or sue the Town by virtue of such cancellation or rescission.

84 Indemnification. To the fullest extent permitted by Florida Statute, 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, 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 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.

8.4.1 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 Subcontractors), 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.

85 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.

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. 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.

88 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 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 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 success or 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.

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 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.

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 SURVEYOR 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 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 Statute, Section 287.055, this Continuing Contract shall have no time limitation, however, it 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. SURVEYOR shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status.

SURVEYOR shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, color, religion, sex, national origin, disability, or medical status. SURVEYOR shall comply with all applicable sections of the Americans with Disabilities Act. SURVEYOR agrees that compliance with this Article constitutes a material condition to this Continuing Contract, and that it is binding upon the SURVEYOR, its successors, transferees, and assignees for the period during which any services are provided. SURVEYOR further assures that all consultants and subcontractors and independent contractors are not in violation of the terms of this Section of the Continuing Contract.

814 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.

815 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.

816 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.

817 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.

818 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.

SURVEYOR agrees to maintain public records in SURVEYOR's possession or control in connections with SURVEYOR'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. SURVEYOR shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. SURVEYOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by TOWN.

819 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 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.

820 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.

821 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.

822 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.

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

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

825 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 8.18 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 (18 USC 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).

826 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

With a copy to the Town Attorney:

Keith M. Poliakoff
Saul Ewing Arnstein & Lehr, LLP
200 East Las Olas Blvd.
Suite 1000
Fort Lauderdale, FL 33301
Philadelphia, PA 19102

AS TO SURVEYOR:

827 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.

828 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.

829 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.

830 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.

831 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 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.

832 Drug-Free Workplace. SURVEYOR shall maintain a drug-free workplace.

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

834 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.

835 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.

[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 _____ 2019.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____(title)
____ day of _____ 201_

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
____ day of _____ 201_

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 201_

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

EXHIBIT “B”

FISCAL YEAR 2019-2023 CAPITAL IMPROVEMENT PLAN

**Five Year Capital Improvement Plan
All Funds Project Expenditure Summary FY 2019 - FY 2023**

Department Name	Project Name	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Total
Public Safety/ General Fund & Capital Projects Fund	Fire Station Alerting System	80,000	FA	-	-	-	80,000
	Fire Wells Replacement and Installation	30,000	FA	30,000	FA	30,000	150,000
	Public Safety-Fire Rescue Modular Facilities	160,000	GF-FB	-	-	-	160,000
	Volunteer Fire Rescue Extraction & Thermo Imaging Equipment	46,040	NF	-	-	-	46,040
	Emergency Operations Center	-	-	-	-	5,400,000	5,400,000
Townwide/Capital Projects Fund							
	Town Hall Complex Safety, Drainage & Mitigation Improvements	5,000	CIP-FB	CIP-FB, G	-	-	171,575
Parks, Recreation & Open Space/ Capital Projects Fund	Frontier Trails Conservation Area	75,000	GF Tfr	NF	689,650	841,500	1,954,650
	Country Estates Park	150,000	NF	240,000	NF	270,425	1,065,000
	PROS Entranceway Signage	60,000	NF	-	-	-	100,000
	Calusa Corners Park	50,000	NF	503,225	NF	211,000	1,255,725
	Country Estates Park Ballfield Improvement	31,726	NF	-	-	-	31,726
	Sunshine Ranches Equestrian Park Playground Rehabilitation	25,700	NF	-	-	-	25,700
	Southwest Meadows Sanctuary Park	211,095	NF	518,407	NF	518,407	2,284,723
Public Works: Engineering/ Transportation Fund							
	Drainage Improvement Projects	674,250	TFB, GF Tfr, G	GF Tfr, G	GF Tfr	GF Tfr	1,481,250
	Transportation Surface Drainage & Ongoing Rehabilitation (TSDOR)	450,000	GF Tfr (mills=3342)	495,000 (mills=TBD)	495,000 (mills=TBD)	495,000 (mills=TBD)	2,430,000
	Pavement Striping and Markers	26,735	NF	33,265	GF Tfr	50,000	210,000
	Guardrails Installation Project	440,000	NF	390,000	NF	-	1,240,000
	SW 210 Terrace Roadway Improvement	150,000	NF	95,000	NF	-	1,654,000
	Townwide Entranceway Signage	10,000	NF	10,000	NF	-	40,000
	Street Lighting	-	-	25,000	TFB	-	422,000
	PROJECT TOTALS	\$2,675,546	\$2,884,247	\$3,272,632	\$3,415,632	\$7,954,332	\$20,202,389

Funding Source Code	Funding Source Name
CIP-FB	Capital Projects Fund Fund Balance
DEBT	DEBT-General Obligation or otherwise
FA	Fire Assessment
G	Grant Funding
GAS	Local Option Gas Taxes
GF-FB	General Fund Fund Balance
GF Tfr	General Fund Transfer from Operating Revenues
NF	Not Funded
TFB	Transportation Fund Fund Balance



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

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

Town Council
Doug McKay, Mayor
Gary Jablonski, Vice Mayor
Freddy Fisikelli, Council Member
Bob Hartmann, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 9/12/2019
SUBJECT: Town Council Meeting Decorum Policy

Recommendation

Town Council consideration for a motion to approve this resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

Town meetings are generally well attended and provide ample opportunities for public input. In an effort to ensure that all viewpoints are expressed in a safe and respectful manner, creating effective meeting procedures has become necessary.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description

Decorum Policy Reso - TA Approved

Upload Date

9/5/2019

Type

Resolution

RESOLUTION 2019-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A TOWN COUNCIL MEETING DECORUM POLICY; ESTABLISHING STANDARDS FOR THE PROPER CONDUCT AND PROCEDURES AT TOWN MEETINGS; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE OFFICAL DECORUM POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4.01 of the Town's Charter establishes basic parameters for Town meetings; and

WHEREAS, Town meetings are generally well attended and provide ample opportunities for public input; and

WHEREAS, in an effort to ensure that all viewpoints are expressed in a safe and respectful manner, creating effective meeting procedures has become necessary; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the Town and its residents implement an official decorum policy for the Town;

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 adopts an official Town meeting Decorum Policy, which is attached hereto, and is incorporated herein by reference, as Exhibit "A".

Section 3: The Town Council authorizes its Town Administrator to take any actions necessary to implement the Town's Decorum Policy.

Section 4: Effective Date. This Resolution shall be effective immediately upon its adoption.

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

Ranches, Florida, this 12th day of September, 2019, on a motion by

_____ and seconded by _____.

McKay _____

Jablonski _____

Fisikelli _____

Hartmann _____

Schroeder _____

Ayes _____

Nays _____

Absent _____

Abstaining _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
35848329.1



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

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Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñoz, Assistant Town Administrator/Town Clerk
DATE: 9/12/2019
SUBJECT: Support Resolution for MPO Voting Policy

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

Broward County has introduced a measure to the MPO that would amend the interlocal agreement creating the MPO to allow four Broward County Commissioners who sit on the MPO Board to have dedicated alternates (who are also County Commissioners) who would be able to vote at MPO meetings when one or more of the primary County Commissioners are absent.

While the Town supports this measure, the Town believes that all member cities of the MPO including Southwest Ranches should have a vote on transportation planning projects that affect Town residents as well as the financing of transportation projects prioritized by the MPO.

Currently the membership of the MPO is restricted to 25 voting members by State Statute, and the Town believes that an amendment to State Statute and MPO rules should be made to

allow for each member municipality to have a vote regardless of size or District.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Emily McCord Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
MPO 4th AMendment to ILA Reso - TA Approved	9/6/2019	Resolution
MPO Exhibits	9/6/2019	Backup Material

RESOLUTION 2019-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE FOURTH AMENDMENT TO THE INTERLOCAL AGREEMENT FOR CREATION OF THE BROWARD METROPOLITAN PLANNING ORGANIZATION (MPO), BUT RESPECTFULLY REQUESTING THAT THE AMENDMENT DOES NOT GOT INTO EFFECT UNTIL AND UNLESS ALL MEMBER CITIES BE GRANTED AN EQUAL VOTE; DIRECTING THE TOWN CLERK TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO ALL AFFECTED PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed Fourth Amendment would allow the four Broward County Commissioners who sit on the MPO Board to have dedicated alternates (who are also County Commissioners) who would be able to vote at MPO meetings when one or more of the primary County Commissioners are absent; and

WHEREAS, the Town of Southwest Ranches supports this Fourth Amendment, but such amendment would mean that the MPO would usually have a quorum, which would mean that the Town would never have a vote; and

WHEREAS, with the passage of this amendment, the Town believes that it is critical for all member cities to be full voting members regardless of population size or District; and

WHEREAS, the Town of Southwest Ranches is one of the largest municipalities in Broward, by way of land mass, but has no vote on the MPO; and

WHEREAS, the membership of the MPO is limited to 25 total members by Florida Statute 339.175(3); and

WHEREAS, the MPO should actively work to amend State Statute to reflect MPOs in larger Counties; and

WHEREAS, the residents of the Town as well as the residents of the other 12 "Alternate Member" cities pay taxes that fund County operations including the MPO; and

WHEREAS, the "Alternate Member" cities deserve a voice in transportation planning projects that affect its own residents as well as the financing of transportation projects prioritized by the MPO; and

WHEREAS, the Town supports the fourth amendment to the Interlocal Agreement, but respectfully requests that it not go into effect until and unless the Alternate Members are given a right to vote.

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

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Town Council supports the Fourth Amendment to the Interlocal Agreement for the creation of the Broward MPO and urge the MPO to amend Rule 1.01 and 2.01.1, but respectfully requests that it not go into effect until and unless the Alternate Members are given a right to vote.

Section 3: The Town Clerk, is directed to send a certified copy of this Resolution to County Mayor Mark Bogen and each County Commissioner, MPO Executive Gregory Stuart, each current representative of the Broward County MPO, and the leadership of the Florida Legislature.

Section 4: The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5: This Resolution shall be effective immediately upon its adoption.

[SIGNATURES ON NEXT PAGE]

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

Ranches, Florida, this 12th day of September, 2019, on a motion by

_____ and seconded by _____.

McKay _____

Jablonski _____

Fisikelli _____

Hartmann _____

Schroeder _____

Ayes _____

Nays _____

Absent _____

Abstaining _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
35869593.1

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Broward Metropolitan Planning Organization

Meeting Date: 04/11/2019

REQUESTED ACTION:

DISCUSSION AND MOTION(S):

A. Fourth Amendment to Interlocal Agreement for Creation of the Broward County Metropolitan Planning Organization (i) Allowing Alternates for the Broward County Board of County Commissioner MPO Board Members; (ii) Directing MPO General Counsel and Executive Director to Acquire the Necessary Approvals From the Parties to the Agreement and to Process/Record Appropriate Documents as Needed

B. Amendments to the Rules of the Broward Metropolitan Planning Organization (BMPO) to be effective upon approval of the Fourth Amendment by a majority of its Members

WHAT THIS ACTION ACCOMPLISHES:

A. Approval of the proposed Fourth Amendment to the Interlocal Agreement will allow Broward County to have alternate voting members serve on the MPO Board when regular County voting members are not present. Once approved by the MPO Board, the proposed Fourth Amendment will need to be approved by a majority of the parties to the Agreement (the member governments) and then officially processed/recorded before coming into effect.

B. Approval of the proposed amendments to the Rules of the MPO would formalize the addition of new County alternate members as stated in the Fourth Amendment. These amendments to the Rules would go into effect contingent upon approval by the MPO Board and member governments. In addition, the amendments to the rules allow for better management of the Metropolitan Transportation Plan (MTP) amendment process.

SUMMARY EXPLANATION/BACKGROUND:

The Broward MPO Board is currently made up of 25 voting members and 13 municipal alternate members. The 25 Voting Members consist of 19 elected municipal members, 4 Broward County Commissioners, 1 representative of the South Florida Regional Transportation Authority (SFRTA) (also a County Commissioner), and 1 member of the School Board of Broward County. The 13 alternate members are the remaining municipal representatives based on order of population. The alternate members can only vote if voting members (municipal or non-municipal representatives) are not present.

A. At the request of the Broward County Commission, the Fourth Amendment to the Interlocal Agreement (See Attachment 1) would allow for no more than four County Commissioners to serve as County Commission alternates when a Broward County Commission voting member(s) is absent at a MPO Board meeting. The Broward County Commission will designate four County

Commissioners to serve as voting members and four County Commissioners to serve as alternate members, plus one South Florida Regional Transportation Authority (SFRTA) voting member who is also a Broward County Commissioner. The SFRTA voting member will not have an alternate. For a chart of the voting membership with the proposed Fourth Amendment in effect, please see Attachment 2. The changes to the chart have been highlighted.

B. For an excerpt of the Rules of the MPO with the proposed Fourth Amendment in effect, please see Attachment 3. Edits to the Rules have been highlighted and made using the "~~strike through~~ and underline" method. The proposed Fourth Amendment will not change the number of voting members (25) on the Broward MPO Board. In addition to the changes being made to the Rules as part of Fourth Amendment, staff is also proposing an amendment to the Rules pertaining to the MPO's . The modified section would specify that amendments to the MTP can only be submitted in January (currently amendments are allowed to be submitted in June and January). This additional amendment to the Rules will enable staff to better manage the MTP amendment process, but would have no negative effect on the timing for funding of projects. For this proposed change to the Rules, please see Attachment 4. Edits to the Rules have been highlighted and made using the "~~strike through~~ and underline" method.

Once approved by the MPO Board, the proposed Fourth Amendment will need to be approved by a majority of the parties to the Agreement (the member governments) and then officially processed/recorded before coming into effect.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about the Fourth Amendment to Interlocal Agreement, please contact Alan Gabriel at (954) 763-4242 or agabriel@wsh-law.com.

Attachments

1. Fourth Amendment to Interlocal Agreement for Creation of the Broward County Metropolitan Planning Organization
 2. Broward Metropolitan Planning Organization Voting Membership Summary
 3. Excerpt of the Rules of the Broward Metropolitan Planning Organization (BMPO) (County Alternates)
 4. Excerpt of the Rules of the Broward Metropolitan Planning Organization (BMPO) (MTP Amendment)
-

Return recorded document to:
 Broward Metropolitan Planning Organization
 Trade Centre South
 100 West Cypress Creek Road
 6th Floor, Suite 650
 Fort Lauderdale, FL 33309-2181

FOURTH AMENDMENT TO
 INTERLOCAL AGREEMENT FOR CREATION
 OF THE BROWARD COUNTY
 METROPOLITAN PLANNING ORGANIZATION

This is a Fourth Amendment to the Interlocal Agreement for Creation of the Broward County Metropolitan Planning Organization entered into by and among the **Florida Department of Transportation (FDOT)** [a non-voting member]; **Broward County**; the **South Florida Regional Transportation Authority (SFRTA)**; **The School Board of Broward County, Florida (School Board)**; and the municipalities of **Coconut Creek; Coral Springs; Davie; Deerfield Beach; Fort Lauderdale; Hallandale Beach; Hollywood; Lauderhill; Margate; Miramar; North Lauderdale; Oakland Park; Pembroke Pines; Plantation; Pompano Beach; Sunrise; Tamarac; and Weston** [as Voting Members];

And the municipalities of **Cooper City; Dania Beach; Hillsboro Beach; Lauderdale-By-The-Sea; Lauderdale Lakes; Lazy Lake; Lighthouse Point; Parkland; Pembroke Park; Sea Ranch Lakes; Southwest Ranches; West Park; and Wilton Manors** [as Alternate Members], collectively known as the "Parties."

RECITALS

WHEREAS, the current applicable Interlocal Agreement for the Creation of the Broward County Metropolitan Planning Organization was recorded on April 24, 2000, at Official Records Book 30444, page 1278, of the public records of Broward County (the "Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement provided for nineteen (19) voting members on the Metropolitan Planning Organization (MPO), consisting of three (3) County Commissioners; one (1) County Commissioner who is a member of the Tri-County Commuter Rail Authority which is now known as the South Florida Regional Transportation Authority; one (1) School Board member, one (1) League of Cities

member; and thirteen (13) apportioned voting municipal members with eight (8) municipal alternates; and

WHEREAS, the approved MPO reapportionment plan allocates two voting members for the "Central City" as established by the U.S. Census Bureau; allows all non-voting municipalities to become alternates such that, in order of population, any non-voting municipality may vote in place of any absent voting municipality within the municipality's district. If still more voting municipalities are absent, any additional non-voting municipalities present, and in order of population, may vote in place of absent voting members including the School Board, the County Commission, and the SFRTA; and

WHEREAS, a First Amendment to the Interlocal Agreement was recorded on September 13, 2005, at Official Records Book 33864, page 1986, of the public records of Broward County; and

WHEREAS, an Addendum to the Interlocal Agreement was recorded on September 13, 2005, at Official Records Book 40489, page 711, of the public records of Broward County. The Addendum added the executing municipalities as parties to the Interlocal Agreement, removed the League of Cities as a voting member of the MPO, increased the voting municipal members to fourteen (14), and reapportioned the voting and alternate municipal membership; and

WHEREAS, a Second Amendment to the Interlocal Agreement was recorded on September 18, 2016, in Official Records Book 42777, page 1902, of the public records of Broward County. The Second Amendment added the City of Parkland and Town of West Park as alternate municipal members; modified the name of the Tri-Rail Commuter Rail Authority to the SFRTA; and confirmed the removal of the League of Cities as a voting member of the MPO; and

WHEREAS, a Third Amendment to the Interlocal Agreement was recorded on February 10, 2016, at Instrument #113506887, of the public records of Broward County and was rerecorded on February 18, 2016, at Instrument #113523409 to include Table "1" which was inadvertently omitted from the initial recording (collectively the "Third Amendment"). The Third Amendment expanded the voting membership of the MPO from nineteen (19) voting members with eighteen (18) alternate municipal members to twenty-five (25) voting members with thirteen (13) alternate municipal members. According to its terms, the expanded voting membership includes four (4) County Commissioners, one (1) member of the SFRTA who is also a County Commissioner, nineteen (19) reapportioned municipal representatives, and one (1) School Board member; and

WHEREAS, to allow for greater Broward County Commissioner MPO participation, the Parties are desirous of further amending the composition of the MPO to provide for alternate County Commission representation.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.

2. Additional Broward County Alternate Members. Upon the effective date of this Fourth Amendment, there shall be four (4) County Commissioner voting members of the MPO, plus one (1) SFRTA voting member who is also a County Commissioner, and four (4) County Commissioner alternate members, as set forth in Table 1 attached hereto. Four (4) County Commissioner members shall each be appointed and designated as a 'voting member' by the County Commission and four (4) shall each be appointed and designated as an "alternate member" by the County Commission. The "Rules of the Metropolitan Planning Organization" will be amended accordingly to provide for County Commissioner alternate members, comparable with the Rules for alternate municipal members, and to provide that a County Commissioner alternate member may vote at any appropriate MPO meeting in the place of an absent County Commissioner voting member.

3. Consistent with the expanded membership set forth in Section 2 above, the composition of the MPO shall be as set forth in Table 2 attached hereto.

4. Except as amended herein, all other terms and conditions of the Interlocal Agreement, as amended by the Addendum, First Amendment, Second Amendment, and Third Amendment, shall remain in full force and effect. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment and the Interlocal Agreement, Addendum, First Amendment, Second Amendment, or Third Amendment, the terms and provisions of this Fourth Amendment shall control.

5. Execution; Effective Date. This Fourth Amendment may be simultaneously executed in counterparts, each of which so executed shall be deemed to be an original, as such counterparts together shall constitute one and the same instrument and shall become effective upon execution by the Parties hereto and recording on or before July 1, 2019.

6. Recording. This Fourth Amendment shall be recorded in the public records of Broward County, Florida, in accordance with the Florida Interlocal Cooperation Act of 1969, at the expense of the MPO. The recorded original shall be returned to the MPO for filing in its records.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned Parties, duly authorized to execute same, have executed this Fourth Amendment to Interlocal Agreement for Creation of the Broward County Metropolitan Planning Organization on the respective dates under each signature.

FDOT

ATTEST:

FLORIDA DEPARTMENT OF
TRANSPORTATION

By _____

____ day of _____, 20____

Approved as to form:

By _____

Attorney for FDOT

____ day of _____, 20____

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Maite Azcoitia
Deputy County Attorney

_____ day of _____, 20____

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Executive Director

By _____
Chair

_____ day of _____, 20____

Approved as to form:

By _____
Attorney for SFRTA

_____ day of _____, 20____

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF THE
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

TOWN OF SOUTHWEST RANCHES

ATTEST:

TOWN OF SOUTHWEST RANCHES

TOWN Clerk

By: _____
Mayor

_____ day of _____, 20__

TOWN Manager

_____ day of _____, 20__

Approved as to form:

By: _____
TOWN Attorney

_____ day of _____, 20__

TABLE 1

COUNTY COMMISSIONER MEMBERS

4 County Commissioner Representatives	4 County Commissioner at-large alternates
1 SFRTA Member/County Commissioner	

TABLE 2

Voting Members	Number
Elected Municipal Representatives	19
County Commissioners	4
SFRTA/County Commissioner	1
School Board Member	1
Nonvoting Member	Number
FDOT	1

TABLE 2A
Broward Metropolitan Planning Organization Voting Membership Summary

Municipal Representatives		Non-Municipal Representatives		Alternates
Representative(s)	Alternates (in order by population)			(in order by population) *
District 1 (4 Votes)				
<input type="checkbox"/> Coral Springs	<input type="checkbox"/> Parkland	<input type="checkbox"/> School Board of Broward County		<input type="checkbox"/> Lauderdale Lakes
<input type="checkbox"/> Tamarac		<input type="checkbox"/> Broward County Board of County Commissioners (1) or alternate		<input type="checkbox"/> Dania Beach
<input type="checkbox"/> Margate		<input type="checkbox"/> Broward County Board of County Commissioners (2) or alternate		<input type="checkbox"/> Cooper City
<input type="checkbox"/> North Lauderdale		<input type="checkbox"/> Broward County Board of County Commissioners (3) or alternate		<input type="checkbox"/> Parkland
District 2 (3 Votes)		<input type="checkbox"/> Broward County Board of County Commissioners (4) or alternate		<input type="checkbox"/> West Park
<input type="checkbox"/> Pompano Beach	<input type="checkbox"/> Lighthouse Point	<input type="checkbox"/> South Florida Regional Transportation Authority (SFRTA)		<input type="checkbox"/> Wilton Manors
<input type="checkbox"/> Deerfield Beach	<input type="checkbox"/> Lauderdale-By-The-Sea			<input type="checkbox"/> Lighthouse Point
<input type="checkbox"/> Coconut Creek	<input type="checkbox"/> Hillsboro Beach			<input type="checkbox"/> Southwest Ranches
District 3 (6 Votes)				<input type="checkbox"/> Pembroke Park
<input type="checkbox"/> Fort Lauderdale (1)	<input type="checkbox"/> Lauderdale Lakes			<input type="checkbox"/> Lauderdale-By-The-Sea
<input type="checkbox"/> Fort Lauderdale (2)	<input type="checkbox"/> Wilton Manors			<input type="checkbox"/> Hillsboro Beach
<input type="checkbox"/> Lauderdale	<input type="checkbox"/> Sea Ranch Lakes			<input type="checkbox"/> Sea Ranch Lakes
<input type="checkbox"/> Sunrise	<input type="checkbox"/> Village of Lazy Lake			<input type="checkbox"/> Village of Lazy Lake
<input type="checkbox"/> Plantation				
<input type="checkbox"/> Oakland Park				
District 4 (2 Vote)				
<input type="checkbox"/> Hollywood	<input type="checkbox"/> Dania Beach			
<input type="checkbox"/> Hallandale Beach				
District 5 (4 Votes)				
<input type="checkbox"/> Davie	<input type="checkbox"/> Cooper City			
<input type="checkbox"/> Pembroke Pines	<input type="checkbox"/> Southwest Ranches			
<input type="checkbox"/> Miramar	<input type="checkbox"/> Pembroke Park			
<input type="checkbox"/> Weston	<input type="checkbox"/> West Park			
TOTAL				
		Voting Members		Number
		Elected City Officials		19
		County Commissioners (4 County Commissioners at large alternates)		4
		SFRTA (represented by a County Commissioner)		1
		School Board of Broward County		1
		Total Voting Members		25

*Populations per 2010 Census

Broward Metropolitan Planning Organization Voting Membership Summary

Municipal Representatives		Non-Municipal Representatives		Alternates	
Representative(s)	Alternates (in order by population)				
District 1 (4 Votes)				(in order by population) *	
<input type="checkbox"/> Coral Springs	<input type="checkbox"/> Parkland	<input type="checkbox"/> School Board of Broward County	<input type="checkbox"/> Broward County Board of County Commissioners (1) or <u>alternate</u>	<input type="checkbox"/> Lauderdale Lakes	
<input type="checkbox"/> Tamarac		<input type="checkbox"/> Broward County Board of County Commissioners (2) or <u>alternate</u>	<input type="checkbox"/> Broward County Board of County Commissioners (3) or <u>alternate</u>	<input type="checkbox"/> Dania Beach	
<input type="checkbox"/> Margate		<input type="checkbox"/> Broward County Board of County Commissioners (4) or <u>alternate</u>	<input type="checkbox"/> South Florida Regional Transportation Authority (SFRTA)	<input type="checkbox"/> Cooper City	
<input type="checkbox"/> North Lauderdale				<input type="checkbox"/> Parkland	
District 2 (3 Votes)				<input type="checkbox"/> West Park	
<input type="checkbox"/> Pompano Beach	<input type="checkbox"/> Lighthouse Point			<input type="checkbox"/> Wilton Manors	
<input type="checkbox"/> Deerfield Beach	<input type="checkbox"/> Lauderdale-By-The-Sea			<input type="checkbox"/> Lighthouse Point	
<input type="checkbox"/> Coconut Creek	<input type="checkbox"/> Hillsboro Beach			<input type="checkbox"/> Southwest Ranches	
District 3 (6 Votes)				<input type="checkbox"/> Pembroke Park	
<input type="checkbox"/> Fort Lauderdale (1)	<input type="checkbox"/> Lauderdale Lakes			<input type="checkbox"/> Lauderdale-By-The-Sea	
<input type="checkbox"/> Fort Lauderdale (2)	<input type="checkbox"/> Wilton Manors			<input type="checkbox"/> Hillsboro Beach	
<input type="checkbox"/> Lauderhill	<input type="checkbox"/> Sea Ranch Lakes			<input type="checkbox"/> Sea Ranch Lakes	
<input type="checkbox"/> Sunrise	<input type="checkbox"/> Village of Lazy Lake			<input type="checkbox"/> Village of Lazy Lake	
<input type="checkbox"/> Plantation					
<input type="checkbox"/> Oakland Park					
District 4 (2 Vote)					
<input type="checkbox"/> Hollywood	<input type="checkbox"/> Dania Beach				
<input type="checkbox"/> Hallandale Beach					
District 5 (4 Votes)					
<input type="checkbox"/> Davie	<input type="checkbox"/> Cooper City				
<input type="checkbox"/> Pembroke Pines	<input type="checkbox"/> Southwest Ranches				
<input type="checkbox"/> Miramar	<input type="checkbox"/> Pembroke Park				
<input type="checkbox"/> Weston	<input type="checkbox"/> West Park				
TOTAL					
		Voting Members		Number	
		Elected City Officials		19	
		County Commissioners (4 County Commissioners at large alternates)		4	
		SFRTA (represented by a County Commissioner)		1	
		School Board of Broward County		1	
		Total Voting Members		25	

* Populations per 2010 Census

**RULES OF THE
BROWARD METROPOLITAN PLANNING ORGANIZATION
(BMPO):**

1.0 General

1.01 Preamble.

The Broward Metropolitan Planning Organization (BMPO) for Broward County, Florida is a federally mandated independent planning body responsible for transportation planning in the Broward County urbanized area.

Established in 1977 by the Florida Legislature, the BMPO was created to direct urban transportation planning and the expenditure of federal and state funds. It is the lead agency responsible for developing and administering plans and programs to maintain eligibility and receive federal funds for the transportation planning and funding allocation in Broward County, Florida. The BMPO works collaboratively with the public, planning organizations, government agencies, elected officials and community groups to develop transportation plans.

The twenty-five (25) voting members of the BMPO include representatives from the municipalities within the County, the South Florida Regional Transportation Authority (SFRTA)/Tri-Rail, the Broward County School Board, and the Broward County Board of County Commissioners. There are four (4) County Commissioner alternate members and thirteen (13) municipal alternate members who are eligible to vote when a member(s) is absent. The BMPO municipal representatives are divided into five separate municipal voting districts. The regular and alternate voting membership in each municipal district varies. The Broward County Board of County Commissioners, the SFRTA and the Broward County School Board comprise the Non-Municipal Representative Voting Assembly. Each of these members are now parties to the Interlocal Agreement for the Creation of the Broward Metropolitan Planning Organization (Interlocal Agreement) which was effective on August 3, 1977 and amended thereafter, in part, to provide for the current membership of the Organization¹.

These Rules shall serve to guide the proper functioning of the urban transportation planning process by the BMPO. These Rules provide general procedures and policies for the BMPO, the BMPO Technical Advisory Committee (TAC), the Citizens' Advisory Committee (CAC), the Transportation Disadvantaged (TD)

¹ Pursuant to Florida law, to be effective, an Interlocal Agreement, and any amendments thereto, must be filed and recorded in the public records in the County where a party to the agreement is located. The Interlocal Agreement was amended and recorded as follows: December 18, 1979; September 11, 1986; February 18, 1994; April 24, 2000; September 30, 2002; September 13, 2005; September 18, 2006; February 10, 2016; and , 2019.

FOR APPROVAL
COUNTY ALTERNATE VOTING MEMBERS
(Proposed - 3.20.19)

Local Coordinating Board (LCB), the Complete Streets Advisory Committee (CSAC), the Freight Transportation Advisory Committee (FTAC) and the BMPO staff for fulfilling the requirements of the Interlocal Agreement; the applicable provisions of federal law; and the applicable provisions of Chapter 339, Florida Statutes (FS).

1.02 Interpretation.

If any provision of these Rules conflicts with the Interlocal Agreement, the Interlocal Agreement, as it may be amended from time to time, shall control. Furthermore, all provisions contained in these Rules shall be interpreted to be consistent with applicable state and federal law.

1.03 Mission.

To Collaboratively plan, prioritize and fund the delivery of diverse transportation options.

1.04 Vision.

Our work will have measurable positive impact by ensuring transportation projects are well selected, funded and delivered.

1.05 Goals & Objectives.

1.05.1 Mission Achievement.

- (a) Assist owners / operators in project development;
- (b) Identify projects with the greatest expected positive impacts;
- (c) Fund projects that deliver diverse transportation options;
- (d) Fund projects that maximize eligible funding sources;
- (e) Identify owner / operators who consistently deliver projects on-time and on-budget; and
- (f) Verify that actual outcomes match those expected for delivered projects.

1.05.2 Efficient Decision-making.

- (a) Strengthen Board training program;
- (b) Improve Board meetings and informational materials; and

2

Additions to existing text are underlined; Deletions are shown by ~~strike-through~~

(c) Expand Board involvement beyond meetings.

1.05.3 Effective Administration.

(a) Expand staff technical skills and support services;

(b) Expand MPO presence and community outreach; and

(c) Reorganize MPO to achieve its mission.

1.06 Values.

We provide responsibility and the authority to deliver.

We are aware of our own limitations and support each other on our path of continuous improvement.

We champion the organization and our colleagues over self.

1.07 Acronyms/Definitions.

BCT – Broward County Transit

BMPO – Broward Metropolitan Planning Organization

BMPO Staff – BMPO Staff, including, but not limited to the BMPO's Executive Director, Deputy Director, General Counsel, etc.

Board – Broward MPO Board of Directors

CAC – Citizens' Advisory Committee

CSAC – Complete Streets Advisory Committee

CTC – Community Transportation Coordinator

CTD – Florida Commission for the Transportation Disadvantaged

Executive Director – The BMPO Executive Director, or his/her designee.

FAC – Florida Administrative Code

FDOT – Florida Department of Transportation

FS – Florida Statutes

FTAC – Freight Transportation Advisory Committee

LCB – Local Coordinating Board

MOA – Memorandum of Agreement

MPOAC – Florida Metropolitan Planning Organization Advisory Council

MTP – Metropolitan Transportation Plan

PPP – Public Participation Plan

RTP – Regional Transportation Plan

SEFTC – Southeast Florida Transportation Council

SFRTA – South Florida Regional Transportation Authority

TAC – Technical Advisory Committee

TD – Transportation Disadvantaged

TDSP – Transportation Disadvantaged Service Plan

TIP – Transportation Improvement Program

UPWP – Unified Planning Work Program

2.0 **BMPO Board of Directors**

2.01 Membership

2.01.1 There shall be ~~twenty-five (25)~~ forty-two (42) members, including 25 voting members, thirteen (13) alternate municipal members and four (4) County Commission alternate members on of the BMPO Board of Directors (Board). The membership of the Board shall be consistent with the Interlocal Agreement.

2.01.2 The municipal membership of the Board is predicated upon a district concept with members and alternates representing the district's overall interests. It is expected that the members and alternates shall keep officials of their respective district advised about matters that may affect transportation concerns.

2.01.3 Newly appointed members of the Board shall attend an orientation meeting

within three (3) months of the member's appointment date.

2.02 Appointment, Qualification, and Terms of Office.

The governing body of a governing entity and signatory to the Interlocal Agreement shall, as the appointing authority and designated for membership on the Board, select a member(s) to represent them and serve on the Board. The elected official appointed to the Board shall serve on the Board until that official's term of elected office expires. The appointing authority authorized to appoint a member(s) to the Board may, in its sole discretion and by majority vote, remove its member(s) as a Board representative(s) and, in its sole discretion and by majority vote, appoint a replacement.

2.03 Officers and Duties.

2.03.1 The Board shall hold an annual organizational meeting for the purpose of electing Board officers and Executive Committee members (as further specified below) at the Board's regularly scheduled June meeting, the term to commence at the next scheduled monthly Board meeting. The minimum officers shall include a Chair, Vice Chair and Deputy Vice Chair. The officers shall be elected by a majority of those present and voting. No officer shall serve more than four (4) consecutive terms (4 years) per officer position. No Board Member shall serve more than twelve (12) terms (12 years) as an elected Board officer.

2.03.2 The Chair shall preside at all meetings and shall sign official documents of the BMPO, unless the Chair or Board authorizes in writing that the Executive Director may sign utilizing the Chair's electronic signature; or the authority is otherwise delegated to the Executive Director pursuant to these Rules or the adopted BMPO Procurement Rules. However, in the temporary absence of the Chair, the Vice Chair, or the Deputy Vice Chair may fulfill all of the duties set forth in these regulations as being duties of the Chair. If the Chair is unable to serve the remainder of the Chair's term, the Vice Chair shall automatically become the Chair and assume all the responsibilities of the Chair; the Deputy Vice Chair shall automatically become the Vice Chair and assume all the responsibilities of the Vice Chair and the Board shall elect a new Deputy Vice Chair.

2.03.3 In the absence of the Chair, Vice Chair, and Deputy Vice Chair those present shall elect a Chair pro tem.

2.03.4 The Chair shall serve as the Board's appointment to the MPOAC. At the Chair's discretion, the Vice Chair or Deputy Vice Chair shall serve as the Chair's alternate to the MPOAC. If the Chair, Vice Chair or the Deputy Vice Chair is not able to serve, the Chair shall make an appointment to the MPOAC from the Board membership.

2.03.5 The Chair shall serve as the BMPO's appointment to the Southeast Florida Transportation Council (SEFTC). An alternate, who is a member of the Board, may be designated by the Chair.

2.03.6 The Chair shall be responsible for working with and directing the General Counsel and the Executive Director on the day-to-day operational concerns of the BMPO.

2.04 Meetings.

2.04.1 Unless otherwise determined by the Board, the regular meeting of the Board shall be held on the second Thursday of each month at 9:30 a.m. in the MPO Board Room. Regular meeting dates and times may be changed by action of the Board to accommodate desirable changes because of holidays or other reasons.

2.04.2 It shall be the obligation of the members to provide at least three days' advance notice to the Executive Director when they will not be attending a meeting.

2.04.3 Quorum.

The presence of fourteen (14) members of the Board who are authorized to vote shall constitute a quorum for the transaction of business. An affirmative vote of a majority of the voting members present and voting at any meeting of the Board shall be necessary in order to adopt any measures.

2.04.4 Special meetings of the Board may be called by the Chair, or in the absence of the Chair, by the Vice Chair or Deputy Vice Chair. Special meetings may also be called on the initiative of one-third ($\frac{1}{3}$) of the voting membership petitioning the Chair.

2.04.5 The Board may choose to hold workshops from time to time. A quorum shall not be necessary for conducting a workshop; however, all workshops shall be noticed in the same manner as regular meetings of the Board.

2.04.6 All BMPO meetings shall be open to the public. Members of the public are allowed to speak on any items not on the agenda during the public comment period, with established time limits, and by providing a speaker card to the Executive Director, or designee, prior to the commencement of the meeting. Members of the public are allowed to comment on items on the agenda at the appropriate time.

2.04.7 Reconsideration.

FOR APPROVAL
COUNTY ALTERNATE VOTING MEMBERS
(Proposed - 3.20.19)

Any member who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting. Any member who was not present at the meeting at which the vote was taken shall be deemed to be on the prevailing side unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated except by unanimous consent of those present at the meeting.

2.04.8 Except as otherwise provided in these Rules, the most recent edition of *Roberts – Rules of Order* shall be used to conduct all meetings of the Board.

2.05 Alternate Voting Members.

2.05.1 Municipal Members - At any given meeting, if a municipal district's member(s) is absent, the district's alternate(s), in order of population, may vote in place of the absent member(s). Any other alternates present, in order of population, may vote in place of any other absent municipal member(s) whose alternate(s) are also not present or in place of any absent non-municipal member.

2.05.1.1 ~~2.05.2~~ It shall be the obligation of the members within the same district to provide reasonable notice to the MPO Executive Director and the alternates when they will not be attending a Board meeting.

2.05.2 Broward County Commissioner Members - The Broward County Board of County Commissioners have four (4) County Commission Voting Members on the Board, each shall be appointed and designated as a "voting member" by the County Commission. Additionally, a pool of four (4) County Commission members, shall be appointed and designated as an "alternate member" by the County Commission. The alternate members shall be assigned in order (1-4) of priority in which said alternate members will be called upon in priority order in the absence of one or more of the four (4) County Commission voting members.

2.05.2.1 At any given BMPO meeting, if a County Commission voting member is absent, the Commission alternate member may vote in place of the absent Commissioner, in order of priority as assigned by the County Commission. In the absence of the County Commission Voting Member(s) and their alternate member(s), any other municipal alternate who is present may vote in their absence.

2.05.2.2 It shall be the obligation of the County Commission voting member(s) to provide reasonable notice to the MPO Executive Director and the County Commission priority alternate member(s) when they will not be attending a Board meeting.

2.05.3 Alternate Members (whether municipal or County Commission) who are present at a meeting of the Board but are not eligible to vote in the place of an absent member, shall participate in the discussions of the Board and shall be seated with the Members.

2.06 Board Committees and Subcommittees.

As necessary, committees and subcommittees shall be designated by the Chair to investigate and report on specific subject areas of interest to the Board. Current committees, such as the Governance Committee and Evaluation Committee, are examples of this. The Board may veto a designation of a committee or subcommittee by an affirmative vote of a majority of those present. A committee or subcommittee shall consist of at least three (3) members. A majority of the members must be present for the committee or subcommittee to take formal action. The committee or subcommittee shall meet and determine the Chair and Vice Chair. The Chair or Vice Chair shall report to the Board at its next available meeting on the committee's or subcommittee's activities.

2.06.1 An Executive Committee has been established by the Board to (i) discuss BMPO agenda items, legislative issues, etc., for recommendation(s) to the Board; (ii) as well as to take action on certain administrative items, including BMPO procurements of \$100,000 or less (as authorized by the BMPO Procurement Rules), or; (iii) consider and provide direction to the Executive Director or General Counsel regarding such other matters that may come before the BMPO from time to time.

2.06.1.1 The Executive Committee shall be comprised of seven (7) members: (i) three elected BMPO officers (Chair, Vice Chair, and Deputy Vice Chair); and (ii) one elected BMPO member representing Broward County government, one elected BMPO member representing the small municipalities, and one elected at-large BMPO member....

**4.0 Metropolitan Transportation Plan (MTP),
Regional Transportation Plan (RTP),
Unified Planning Work Program (UPWP) and
Transportation Improvement Program (TIP) Update Procedures and Policies**

4.01 The Board shall adopt an MTP (formerly known as the Long Range Transportation Plan [LRTP]), RTP (formerly known as the Regional Long Range Transportation Plan [RLRTP]), UPWP and TIP, as prescribed by the most current transportation authorization bill, and drafts shall be reviewed by the TAC and CAC with a recommendation for action to the Board.

4.02 Amendments to MTP, RTP, UPWP or TIP.

The Board shall initiate procedures for considering a change to an adopted UPWP, MTP, RTP, or TIP at its discretion when a request is received in writing from (a) a local governing body of a member government; (b) a transportation operating agency providing service in Broward County; (c) the Board or the TAC may recommend a change on its own initiative; and (d) the Executive Director can recommend a change for consideration. Requests for MTP amendments may be submitted in June or January. Requests for RTP amendments may be submitted through the Board for ultimate approval by SEFTC and must be focused on a regional corridor. Requests for TIP amendments and related documentation must be submitted to the BMPO in accordance with the annual schedule of due dates to be reviewed by the TAC and CAC prior to Board action.

4.03 Requests for Amendment.

A request to the Board for consideration of an amendment to an adopted MTP or TIP shall include:

4.03.1 Location and description of the link(s) and/or facilities in the transportation network.

4.03.2 Kind of change requested (i.e., capacity, location or classification).

4.03.3 Statement of reason and technical justification for requested change.

4.03.4 A financial analysis demonstrating the financial feasibility of the MTP and/or the TIP is not negatively impacted.

4.03.5 A request for an amendment to the MTP or TIP must be submitted to the BMPO by the date(s) established by the Board, amended annually or as needed. MTP amendments can only be submitted in June or January or as deemed necessary by the Executive Director.

Motion to reconsider Action Item 2, from the April 11, 2019, MPO Agenda which read as follows:

2. DISCUSSION AND MOTION(S)

A. Fourth Amendment to Interlocal Agreement for Creation of the Broward County Metropolitan Planning Organization (i) Allowing Alternates for the Broward County Commissioner MPO Board Members; (ii) Directing the MPO General Counsel and Executive Director to Acquire the Necessary Approvals From the Parties to the Agreement and to Process/Record Appropriate Documents as Needed.

B. Amendments to the Rules of the Broward Metropolitan Planning Organization (BMPO) to be effective upon approval of the Fourth Amendment by a majority of its Members.

On April 11, 2019, the BMPO voted to reject Action Item 2. Section 2.04.7 of the Rules of the BMPO provide that any member who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting. Any member who was not present at the meeting at which the vote was taken shall be deemed to be on the prevailing side unless the absence was unexcused. Broward County Commissioner Michael Udine was granted an excused absence and requests reconsideration of Action Item 2 from the April 11, 2019 BMPO meeting.

The proposed Fourth Amendment does not change the proportionate composition of the BMPO provided by the Third Amendment to the Interlocal Agreement. The Fourth Amendment merely allows for four (4) County Commissioners to serve as alternates to the existing four (4) County Commissioners on the BMPO. This allows for greater participation of County Commissioner representatives and the countywide interests at BMPO meetings. Unlike municipal representatives and alternates that represent their respective region's interests, County Commissioners represent the countywide interests. The full representation of the countywide interests is of particular importance with the approval of the countywide transportation surtax, which provides a funding source for many potential projects.

Additionally, approval of the proposed Fourth Amendment would resolve the issue that has been raised by Broward County as to propriety of the expansion of the membership of the BMPO from 19 to 25 members through the Third Amendment to the Interlocal Agreement.

When the Fourth Amendment was considered at the April BMPO meeting, some statements were made regarding the equity of County Commissioner representatives

having County Commissioner alternates where municipal alternates are from the same district but not the same municipality. However, if the municipal representation of the BMPO were similarly modified to provide for alternates from the same municipality, the current 13 alternate municipalities would lose their representation on the BMPO. Municipal representation on the BMPO consists of the distribution of all 31 municipalities into five regions, with votes being allocated within those regions by population. The 18 primary municipal representatives (Fort Lauderdale has 2 representatives) and 13 alternate municipal representatives provide a total of 19 municipal voting representatives. With a statutory maximum of 25 members on an BMPO (Section 339.175(3), F.S.), a minimum of 20% of which must be County Commissioners, and the School Board member, if the current 18 primary municipalities' alternates were to come from the same municipality, the 13 alternate municipalities would lose their representation on the BMPO.

As mentioned above, at least five of the BMPO's twenty-five members must, statutorily, be County Commissioners. Only County Commissioners may properly serve as alternates for the five County Commissioners who serve as BMPO members.



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

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

Town Council
Doug McKay, Mayor
Gary Jablonski, Vice Mayor
Freddy Fisikelli, Council Member
Bob Hartmann, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñoz, Assistant Town Administrator/Town Clerk
DATE: 9/12/2019
SUBJECT: Committee of Limited Existence - Fire Study

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

As identified by the Town Council and Administration, a new fire study is warranted and will be commissioned before the imposition of the Fiscal Year 2021 Fire Assessment. The Town Council is desirous of adding 10 members to a committee of limited existence to assist with the new fire study. The committee will provide input to the consultant commissioned to perform the study on how best to apply the methodology imposed.

Each Council Member will be asked to provide two appointments to this committee. The committee will meet for a period not to exceed February 29, 2020. At the conclusion of their meetings a recommendation will be made to the Town Council which may be utilized by the consultant in the study.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Fire Study Comittee Reso - TA Approved	9/5/2019	Resolution

RESOLUTION NO. 2019 – XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A FIRE ASSESSMENT REVIEW COMMITTEE TO PROVIDE INPUT INTO THE METHODOLOGY UTILIZED FOR THE TOWN'S ANNUAL FIRE SERVICES ASSESSMENT; APPOINTING THE COMMITTEE MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida, enacted Ordinance No. 2001-09 (the "Ordinance"), which authorizes the imposition of Fire Service Assessments for fire services, facilities, and programs against Assessed Property located within the Town; and

WHEREAS, pursuant to Ordinance 2001-09, the imposition of a Fire Services Assessment for fire services, facilities, and programs is an equitable and efficient method of allocating and apportioning fire assessed costs among parcels of Assessed Property; and

WHEREAS, the current methodology used to apportion Fire Assessed Costs among parcels of Assessed property was last analyzed in 2011 as part of the Fire Protection Assessment Report ("Report") prepared by Willdan Financial Services; and

WHEREAS, the Town Council believes that a new Report is warranted; and

WHEREAS, the Town Council desires to engage the services of a consultant to draft a new report, which will require input from the public;

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. A Fire Assessment Review Committee is hereby created to help provide input into the methodology utilized for the creation of a new Fire Protection Assessment Report.

SECTION 3. The Town of Southwest Ranches Fire Assessment Review Committee shall consist of the following members appointed by the Town Council.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

SECTION 4. Since a new Fire Protection Assessment Report must be finalized during the first quarter of 2020, this Fire Assessment Review Committee shall sunset no later than February 29, 2020.

SECTION 5. In carrying out their responsibilities, the Fire Assessment Review Committee shall seek to find a methodology that is equitable to all property classification segments of the Town, and that contemplates full recovery of the costs associated with providing fire protection services.

Section 6. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 7: 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 12th day of September 2019, on a motion by

_____ and seconded by _____

McKay _____
Jablonski _____
Fisikelli _____
Hartmann _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muniz Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
35848349.1

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

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Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D, Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 9/12/2019
SUBJECT: Minimizing Air Traffic Over SWR

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

The residents of the Town are concerned about the altitude and frequency of commercial air traffic over the Town approaching and departing from the Fort Lauderdale-Hollywood International Airport, and its impact on their quality of life.

The FAA has initiated the South-Central Florida Metroplex, that includes the Fort Lauderdale-Hollywood International Airport, to redesign airspace and address inefficiencies, introduce new performance based navigation procedures, to make the Florida Metroplex airspace more efficient and improve access to its airports.

The Town Council urges legislators to use their best efforts to minimize the commercial air traffic over the Town and to maximize the altitude of commercial air traffic over the Town approaching and departing from the Fort Lauderdale-Hollywood International Airport, and to assure that the residents of the Town have the opportunity to offer public comment through the

federal rulemaking process prior to the FAA making any changes that may impact the airspace over the Town.

WHEREAS, the FAA has initiated the 14 CFR Part 71 Proposed Amendment of the Miami, FL, Class B Airspace; and the Fort Lauderdale, FL, Class C Airspace, wherein the Class C airspace in the vicinity of the Fort Lauderdale-Hollywood International Airport would extend 25 nautical miles to the east and 20 nautical miles to the west from the current 10 nautical miles in both directions, with the ceiling remaining at 4,000 feet; and

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Minimizing Air Traffic over SWR Reso - TA Approved	9/5/2019	Resolution

RESOLUTION 2019-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, URGING ITS CONGRESSIONAL LEADERS, THE FEDERAL AVIATION ADMINISTRATION AND THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS TO MINIMIZE THE COMMERCIAL AIR TRAFFIC OVER THE TOWN OF SOUTHWEST RANCHES AND TO MAXIMIZE THE ALTITUDE OF COMMERCIAL AIR TRAFFIC OVER THE TOWN OF SOUTHWEST RANCHES APPROACHING AND DEPARTING FROM THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches (the "Town") lies 9.19 statute miles due west of the Fort Lauderdale-Hollywood International Airport, from the Town's eastern boundary to the airport's western boundary, and the approach to the airport's runways is directly over the Town; and

WHEREAS, the Federal Aviation Administration (the "FAA") is the federal agency responsible for the management, operation, and control of the airspace for aviation over the United States, including over the Town; and

WHEREAS, the FAA is implementing NextGen, a switch to a satellite-based navigation system that is more precise than traditional ground-based navigation aids and will enable the FAA to create optimum routes anywhere in the National Airspace System (NAS) for departure, cruising altitude, approach and arrival operations, that can reduce flying times, fuel use, and aircraft exhaust emissions while getting passengers to their destinations at more predictable times; and

WHEREAS, the FAA has initiated the South-Central Florida Metroplex, that includes the Fort Lauderdale-Hollywood International Airport, to redesign airspace and address inefficiencies, introduce new performance based navigation procedures, and make use of Time Based Flow Management to make the Florida Metroplex airspace more efficient and improve access to its airports; and

WHEREAS, the FAA has initiated the 14 CFR Part 71 Proposed Amendment of the Miami, FL, Class B Airspace; and the Fort Lauderdale, FL, Class C Airspace, wherein the Class C airspace in the vicinity of the Fort Lauderdale-Hollywood International Airport would extend 25 nautical miles to the east and 20 nautical miles to the west from the current 10 nautical miles in both directions, with the ceiling remaining at 4,000 feet; and

WHEREAS, Broward County, through its Board of County Commissioners, owns and operates the Fort Lauderdale-Hollywood International Airport, and has initiated the CFR Part 150 Noise Compatibility Study to evaluate aircraft noise compatibility of Fort Lauderdale-Hollywood International Airport with the local communities; and

WHEREAS, the residents of the Town are concerned about the altitude and frequency of commercial air traffic over the Town approaching and departing from the Fort Lauderdale-Hollywood International Airport, and its impact on their quality of life.

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

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Town Council urges Senator Marco Rubio, Senator Rick Scott, Congresswoman Debbie Wasserman Schultz, the Federal Aviation Administration, and the Broward County Board of County Commissioners to use its best efforts to minimize the commercial air traffic over the Town and to maximize the altitude of commercial air traffic over the Town approaching and departing from the Fort Lauderdale-Hollywood International Airport, and to assure that the residents of the Town have the opportunity to offer public comment through the federal rulemaking process prior to the FAA making any changes that may impact the airspace over the Town, which could adversely affecting the quality of life of the Town's residents.

Section 3: The Town Clerk, is directed to send a certified copy of this Resolution to Senator Marco Rubio, Senator Rick Scott, Congresswoman Debbie Wasserman Schultz, the Administrator of the Federal Aviation Administration, the FAA Southern Regional Administrator, and the Broward County Board of County Commissioners.

Section 4: The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

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

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

Ranches, Florida, this 12th day of September, 2019, on a motion by

_____ and seconded by _____.

McKay _____

Jablonski _____

Fisikelli _____

Hartmann _____

Schroeder _____

Ayes _____

Nays _____

Absent _____

Abstaining _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
35847616.1