

RESOLUTION NO. 2015 - 005

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES TO CRAIG A. SMITH & ASSOCIATES, INC., ERDMAN ANTHONY OF FLORIDA INC., AND KEITH AND ASSOCIATES, INC.; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2014, the Town advertised a Request for Letters of Interest (RLI) # 14-007 for a Continuing Contract for Professional Engineering Services; and

WHEREAS, on August 6, 2014, the Town received four (4) responses to the advertisement; and

WHEREAS, on October 1, 2014, after hearing presentations from the four firms, the Town's Selection and Negotiation Committee, has recommended that the Town should enter into contracts with three selected firms to have three available options when seeking such services; and

WHEREAS, the three selected firms are Craig A. Smith & Associates, Inc., Erdman Anthony of Florida, Inc., and Keith and Associates, Inc.; and

WHEREAS, the Town of Southwest Ranches desires to enter into a Continuing Contract with Craig A. Smith & Associates, Inc., Erdman Anthony of Florida, Inc., and Keith and Associates, Inc. for Professional Engineering 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 Craig A. Smith & Associates, Inc., Erdman Anthony of Florida, Inc., and Keith and Associates, Inc. for professional Engineering services as outlined in the Request for Letters of Interest (RLI) # 14-007 attached hereto, and incorporated herein by reference, as Exhibit "A".

Section 3. The Town Council hereby approves a Continuing Contract with Craig A. Smith & Associates, Inc., Erdman Anthony of Florida, Inc., and Keith and Associates, Inc. for Professional Engineering Services as set forth in Composite Exhibit "B", which has been attached hereto and has been incorporated herein by reference.

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

Section 4. That this Resolution shall become effective immediately upon its adoption.

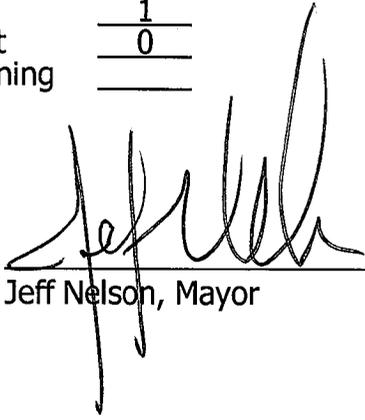
PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 13th day of November, 2014 on a motion by

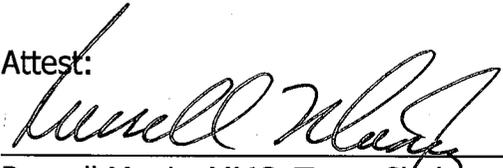
Council Member Breitkreuz and seconded by Council Member Fisikelli.

Nelson	<u>Absent</u>
Jablonski	<u>Yes</u>
Breitkreuz	<u>Yes</u>
Fisikelli	<u>Yes</u>
McKay	<u>Yes</u>

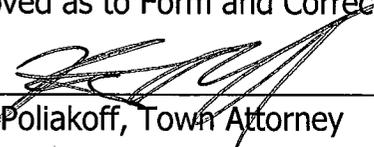
Ayes	<u>4</u>
Nays	<u>1</u>
Absent	<u>0</u>
Abstaining	<u> </u>



Jeff Nelson, Mayor

Attest:


Russell Muniz, MMC, Town Clerk

Approved as to Form and Correctness:


Keith Poliakoff, Town Attorney

CONTINUING CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES

THIS Continuing Contract for Professional Engineering Services ("Continuing Contract") is made and entered into this ~~13th~~ day of November 2014, by and between the TOWN OF SOUTHWEST RANCHES, Florida, hereinafter referred to as "TOWN", and KEITH & ASSOCIATES, INC., a Florida corporation licensed as an Authorized Professional Engineering Company with the State of Florida, hereinafter referred to as "ENGINEER".

WITNESSETH:

RECITALS

WHEREAS, the TOWN has provided notice to procure professional engineering services pursuant to RLI No. 14-007; and

WHEREAS, such process was in accordance with section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act (the "CCNA"), and the TOWN's Procurement Code; and

WHEREAS, the TOWN desires to engage the ENGINEER to perform certain professional Engineering services in accordance with this Continuing Contract, as permitted by the CCNA; and

WHEREAS, the ENGINEER desires and is willing and able to provide such professional engineering services to TOWN within the basic terms and conditions set forth in and in accordance with this Continuing Contract; and

WHEREAS, the purpose of this Continuing Contract is not to authorize a specific Project, but to set forth certain terms and conditions which shall be incorporated into subsequent project agreements or other supplemental agreements for specific Projects or services when required; and

WHEREAS, the TOWN represents that it has the authority to engage the ENGINEER for the services set forth in RLI 14-007, this Continuing Contract;

NOW, THEREFORE, in consideration of the promises 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 Ethics and Standard of Care. The code of ethics of the Board of Professional Engineers is incorporated herein by reference. Further, all services rendered by ENGINEER and its consultants pursuant to this Continuing Contract will be performed in accordance with the same standard of professional skill and care utilized by ENGINEER's and other like professionals providing the same or similar services in the same locale as the services furnished hereunder; provided, however, that no work shall be performed unless and until a separate written agreement is executed and the TOWN has issued a Notice to Proceed as to any of the projects contemplated herein. When the need for services for a specific Project occurs, the TOWN may at its sole discretion, enter into negotiations with the ENGINEER for that specific Project under the terms and conditions of this Continuing Contract. In such event, the TOWN shall initiate negotiations by providing the ENGINEER with a proposed Standard Project Agreement ("Project Agreement") in the form attached hereto as Exhibit "A-2" and incorporated herein, requesting from the ENGINEER a proposal to provide professional services for the specific Project. The ENGINEER shall thereafter prepare a proposal which includes a lump sum fee or an hourly not to exceed and a manpower-task breakdown. The TOWN and ENGINEER shall negotiate the terms of the specific Project in accordance with the provisions of the Project Agreement. Each Project Agreement (or other supplemental agreement) for a specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The deliverables;
- c. The time and schedule of performance and term;
- d. The amount of compensation;
- e. The personnel assigned to the Specific Project; and
- f. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

A Project Agreement shall incorporate this Continuing Contract. Unless otherwise agreed to in writing, in the event that any of the terms or conditions of this Continuing Contract conflict with the Project Agreement, the provisions of the Project Agreement shall govern. In the event the TOWN and the ENGINEER are unable to reach a satisfactory supplemental agreement for a specific Project as provided for above, or the TOWN determines that the best interests of the TOWN would be served by procuring services for a specific Project from another engineer, then the TOWN shall, at its sole discretion, terminate negotiations with the ENGINEER for the particular Project. Once a Project Agreement has been executed by the parties, the TOWN will thereafter issue a Notice to Proceed.

ENGINEER will perform all services consistent with the interests of the TOWN and in accordance with the licensing and other requirements of the State of Florida. ENGINEER agrees to timely perform its services so as not to delay the projects under this Continuing Contract, time being of the essence, and as set forth in the Notice to Proceed. The projects (referred to in the singular or plural as "Project" or "Projects") which may be assigned to ENGINEER, and the subject of a Notice to Proceed, are those listed in RLI No.14-007, which RLI is incorporated herein by reference.

1.1.1 Points of Contact. It is recognized that questions in the day-to-day conduct of this Continuing Contract will arise. The parties select as their respective designated representatives the following persons to whom all communications pertaining to the day-to-day conduct of this Continuing Contract shall be addressed:

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

Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330
Tel: 954-434-0008
Email: aberns@southwestranches.org

The ENGINEER's Designated Point of Contact shall be:

Dodie Keith-Lazowick, President
301 East Atlantic Boulevard
Pompano, Florida 33060
Tel: 954-788-3400
Email: mail@keith-associates.com

1.1.2 Licensing and Other Obligations of ENGINEER. The ENGINEER 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" as that term is used herein, and as the context permits, is a person or entity who the ENGINEER has retained and who the ENGINEER will pay to perform any of the services described in this Continuing Contract whether designated as employees, consultants or sub-consultants of ENGINEER and including any of employees of such consultants or sub-consultants. Reasonable funds for such payments have been included as part of ENGINEER's compensation under this Continuing Contract and shall not form the basis for an increase in such compensation unless authorized in writing by TOWN. In the event the ENGINEER requires the services of any sub-consultants/subcontractors or other professional associates in connection with services covered by this Continuing Contract or any Project Agreement, the ENGINEER must secure the prior written approval of the TOWN.

1.1.2.2 The ENGINEER shall be responsible to the TOWN for the acts and omissions of its consultants performing any of the services under this Continuing Contract.

1.1.2.3 The ENGINEER shall have the sole obligation and responsibility to select, control and supervise all of its consultants. The ENGINEER may not contract with anyone with whom the TOWN has a reasonable objection. Contracts between the ENGINEER and the consultants shall require each consultant to be bound to the ENGINEER for all obligations and responsibilities which the ENGINEER, 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 ENGINEER shall retain responsibility for coordination of any consultants engaged by the ENGINEER 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 ENGINEER's consultants will be made through the ENGINEER's Representative, unless such consultants have also been retained by the TOWN.

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

1.1.2.5 The ENGINEER 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.

1.1.2.6 The ENGINEER shall have the sole obligation and responsibility for the selection, control, payment, and supervision of all of its consultants.

1.1.3 Conflicts of Interest. The ENGINEER shall not engage in any activity, or accept any employment, or receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the ENGINEER's independent and 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 ENGINEER and shall be utilized by the ENGINEER to prepare the Project Program.

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

2.3 Project Agreement and Notice to Proceed Forms. For all services covered under this Continuing Contract, ENGINEER shall be required to obtain an approved Project Agreement and a written "Notice to Proceed" in the forms attached hereto as Exhibit "A-2" and "A-1" respectively, signed by the TOWN Administrator or his authorized representative, in advance of providing any such services to the TOWN. The written Project Agreement 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 ENGINEER upon completion), and the time frame for completion. All services performed by ENGINEER without a signed Project Agreement from the TOWN shall be performed at ENGINEER's sole cost and expense.

ARTICLE 3- FEES

3.1 Subject to the TOWN's issuance of a "Notice to Proceed" and individual Project Agreements, the TOWN shall pay the ENGINEER 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 ENGINEER, and which

will be developed based upon the approved List of Staff Rate and Reimbursable Schedule attached hereto and made a part hereof as Exhibit "B". ENGINEER's total compensation includes all fees, costs, expenses, and overhead that may be incurred by the ENGINEER (including any profit thereon) to complete the design and construction administration services relating to the Project, including, but not limited to, all professional services provided by or through the ENGINEER, 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, ENGINEER 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 ENGINEER'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 ENGINEER's invoice for same, along with a partial waiver and release from ENGINEER indicating a release of all claims, including, but not limited to, equitable liens, through the last date of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the TOWN, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the TOWN to the ENGINEER describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the ENGINEER's Total Compensation shall be made within thirty (30) days of invoice date or as otherwise provided by section 218.73, Florida Statutes.

3.4 Payments due the ENGINEER 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 Statutes.

3.5 Payment for the ENGINEER's services will be made in accordance with the local government Prompt Payment Act, Section 218.70, Florida Statutes.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the ENGINEER or the ENGINEER'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. ENGINEER 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 or price escalations that may arise during the performance of services, regardless of any delays, whether or not caused in whole or in part by TOWN. 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 ENGINEER 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 ENGINEER'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 ENGINEER and the ENGINEER's consultants are Instruments of Service. The ENGINEER and the ENGINEER'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 Continuing Contract 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 ENGINEER 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, ENGINEER and its consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract, subject to the TOWN's irrevocable, perpetual, and royalty-free license and 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, maintenance or construction of future additions to the Project. Upon the TOWN's request, the ENGINEER 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 of Instruments of Service 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 ENGINEER's rights.

5.3 ENGINEER 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 herewith. With respect to Instruments of Service for the Project owned by ENGINEER's consultants, ENGINEER, in its agreement with such consultants to provide services for this Project, shall cause such consultants to grant to the TOWN the same use provisions as are included herein.

ARTICLE 6 – TERM OF CONTRACT

6.1 This Continuing Contract shall have an initial three (3) year term, with two (2), one (1) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the TOWN Administrator. Any terms or conditions of either this Continuing Contract or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

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 (30) days' written notice to the ENGINEER. In such event, ENGINEER 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 ENGINEER to proceed and only up through the date that is no later than thirty (30) days after the date written notice for such termination for convenience is issued by the TOWN. ENGINEER will be able to recover for its work performed including actual costs and expenses incurred in connection therewith and including fair and reasonable sums for overhead and profit for work performed, **In no event, however, will ENGINEER be entitled to payment, including overhead and profit, for services not yet performed under this Continuing Contract, nor any indirect, special or consequential costs, expenses, or damages arising from such termination.** Upon receipt of a notice of termination for convenience by the TOWN, the ENGINEER will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due ENGINEER from the TOWN except as provided in this Paragraph. Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement.

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

- A. The ENGINEER 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 ENGINEER and not corrected by ENGINEER or another replacement consultant or contractor employed by ENGINEER within ten (10) days after notice from the TOWN.
- C. The ENGINEER fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.
- D. The ENGINEER fails to timely pay (within 30 days) any consultant or contractor employed by the ENGINEER. Notwithstanding the foregoing, ENGINEER shall have the right to contest, in good faith, any disputed invoices from its consultants, without being in default of this Continuing Contract; provided however, that ENGINEER will promptly, and in no event later than ten (10) days, bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith.
- E. The ENGINEER 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 ENGINEER.

F. The ENGINEER 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 ENGINEER. In the event of termination due to the fault of the ENGINEER 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 ENGINEER hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement ENGINEER and the completion of the ENGINEER's services hereunder. This remedy is cumulative to any other remedies available to TOWN under this Continuing Contract, at law, or in equity, and is not intended to limit the TOWN's rights or ability to recover damages in the event of a breach of this Continuing Contract by the ENGINEER. Additionally, notwithstanding anything to the contrary herein, the TOWN shall have the right to use the ENGINEER's Drawings, Specifications and other Instruments of Service in the event of a default by the ENGINEER, 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 under 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 mandatory pre-suit mediation in Broward County with a mutually agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional engineering services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation or proceeding 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 equally the cost of the mediator.

8.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, ENGINEER 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. ENGINEER shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at three (3) 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 ENGINEER engaged in services under the Contract in accordance with the laws of the State of Florida. ENGINEER 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 Continuing Contract and specifically covering the indemnification and hold harmless provisions in the Continuing 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 ENGINEER in the performance of services pursuant to this Continuing 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.

8.4 TOWN As Additional Insured. ALL LIABILITY INSURANCE POLICIES REQUIRED BY SECTIONS 8.3.3 AND 8.3.4 SHALL SPECIFICALLY PROVIDE BY ENDORSEMENT THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE ENGINEER UNDER THE CONTINUING CONTRACT. All insurance companies selected must be acceptable to TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to TOWN by certified mail. To the extent required by applicable grant agreement(s), ENGINEER may be required to name other public agencies, such as Broward County, as additional insureds.

8.5 Insurer Qualifications. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability is A-or better.

8.6 List of Current Claims. ENGINEER's list of claims (prior or presently outstanding) against its professional liability coverage or statement of no claims signed by the agent of the insurance carrier, shall be incorporated into this Continuing Contract, as Exhibit "C".

8.7 Consultants' Insurance. ENGINEER shall cause its consultants/sub-consultants to provide the same Insurance required by Section 8.3 and to name TOWN as an additional named insured or additional insured.

8.8 Certificates of Insurance; Increased Insurance Requirements. ENGINEER will furnish Certificate(s) of Insurance to the TOWN, to be attached to this Continuing Contract as Exhibit "D". All policies of insurance will be available for the TOWN's inspection and copying, upon request, prior to and following execution of this Continuing Contract. Notwithstanding the specific minimum insurance requirements set forth in this Continuing Contract, the Town may require that the ENGINEER procure additional insurance coverage and limits, and up to the amounts set forth in the RLI for a particular Project(s). The added cost for the additional insurance coverage, if required by the Town, may be included in the total compensation to be set forth in a Project fee schedule as set forth at Section 3.1 hereof.

8.9 Indemnification. To the fullest extent permitted by law, including section 725.08, Florida Statutes, ENGINEER hereby agrees to indemnify, defend, and hold harmless the TOWN, its officers, agents and employees, from and against 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 ENGINEER or its subcontractors, agents, officers, employees, independent contractors pursuant to the Continuing Contract, or anyone else for whose actions ENGINEER is responsible, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the ENGINEER and/or its subcontractors, agents, or employees in the performance of the operations or services under the Continuing Contract.

8.9.1 Errors and Omissions:

The ENGINEER, to the extent of its failure to perform in accordance with the standard of care set forth in this Continuing Contract and/or as otherwise provided by law, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under this Continuing Contract (including the Work performed by sub-consultants and sub-contractors), within the specified time period and specified cost. The ENGINEER shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient ENGINEER with respect to the disciplines required for the performance of the Work in the State of Florida in the locale whether the Project(s) is located. The ENGINEER is responsible for, and represents that the Work conforms to, TOWN's requirements as set forth in this Continuing Contract. The ENGINEER shall be and remain liable to the TOWN for all damages to the TOWN caused by the ENGINEER'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 ENGINEER shall, at its expense, re-perform the services to correct any deficiencies which result from the ENGINEER's failure to perform in accordance with the above standards. The TOWN shall notify the ENGINEER 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 Continuing Contract shall be construed to relieve the ENGINEER or any sub-consultant or subcontractor of its obligations and responsibilities hereunder or relating to this Continuing Contract, nor constitute a waiver of any of the TOWN's rights hereunder or of any cause of action arising out of the ENGINEER's performance under this Continuing Contract. The ENGINEER 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 ENGINEER or its sub-consultants and subcontractors to comply with the terms and conditions of this Continuing Contract or by the ENGINEER's or sub-consultants' or subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of Work. With respect to the performance of Work by sub-consultants and subcontractors, the ENGINEER shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

8.10 Patent and Copyright Indemnification. ENGINEER hereby 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.

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

8.12 No Damage for Delays by TOWN. ENGINEER'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 or caused in whole or in part by TOWN, shall be non-compensable. The TOWN shall act reasonably in granting extensions of time to the ENGINEER. All extensions to the time for performance shall be authorized only by written Change Order executed by the TOWN and ENGINEER. In no event shall the ENGINEER be entitled to any other relief or 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, inefficiency costs, impact damages or other similar remuneration.

8.13 Audit and Inspection Rights and Retention of Records by ENGINEER. The TOWN shall have the right to audit the books, records and accounts of ENGINEER that are related to this Continuing Contract. ENGINEER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Continuing Contract. ENGINEER 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 or completion of ENGINEER's services hereunder, unless ENGINEER is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at ENGINEER's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or the aforementioned three (3) year period, 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 ENGINEER's records, ENGINEER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by ENGINEER. 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, ENGINEER shall respond to the reasonable inquiries of successor ENGINEERS, if any, and allow successor ENGINEERS to receive working papers relating to matters of continuing significance hereunder. In addition, ENGINEER 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.

8.14 Performance During Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute, regardless if noticed in writing between the TOWN and the ENGINEER, the ENGINEER and, if applicable, its consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms hereof, and the TOWN will continue to make payments to ENGINEER in accordance with the provisions of the Continuing Contract for any non-disputed items of Work.

8.15 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 ENGINEER of any responsibility or liability hereunder.

8.16 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 ENGINEER 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.

8.17 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.

8.18 Non-Discrimination. ENGINEER 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. ENGINEER 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. ENGINEER shall comply with all applicable sections of the Americans with Disabilities Act. ENGINEER agrees that compliance with this Article constitutes a material condition to this Continuing Contract, and that it is binding upon the ENGINEER, its successors, transferees, and assignees for the period during which any services are provided. ENGINEER

further assures that all consultants and subcontractors and independent contractors are not in violation of the terms of this Paragraph.

8.19 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.

8.20 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.

8.21 Funding. The obligation of TOWN for payment to ENGINEER 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.

8.22 Manner of Performance. ENGINEER 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. ENGINEER 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. ENGINEER agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. ENGINEER 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 ENGINEER to comply with this Paragraph shall constitute a material breach of this Continuing Contract.

8.23 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 ENGINEER, only the exemption claimed. ENGINEER 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.

ENGINEER agrees to maintain public records in ENGINEER's possession or control in connections with ENGINEER's performance under this Continuing Contract 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. ENGINEER shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. ENGINEER's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Continuing Contract by TOWN, without the requirement of advance written notice.

8.24 Public Entity Crimes. In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform services as an ENGINEER, 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 ENGINEER shall result in TOWN's immediate termination of this Continuing Contract, without the requirement of advance written notice.

8.25 Changes and Modification of Continuing Contract. TOWN and ENGINEER may request changes that would increase, decrease or otherwise modify the scope of services to be provided under this Continuing Contract and/or the time for performance. 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 ENGINEER, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

8.26 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 ENGINEER's performance of the services under this Continuing Contract, and ENGINEER shall be and remain liable to the TOWN for all damages to the TOWN caused by the ENGINEER'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 or in equity.

8.27 Gender/Word Use. Wherever the context so permits or requires, 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.

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

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

8.30 Equal Opportunity Employment.

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

C. ENGINEER 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).

8.31 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:
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
Attn: Andrew D. Berns
Town Administrator.

With a copy to:
Arnstein & Lehr, LLP
200 Las Olas Boulevard, Suite 17000
Ft. Lauderdale, FL 33301
Attn: Keith M. Poliakoff, J.D.

AS TO ENGINEER:
Keith and Associates, Inc.
301 East Atlantic Boulevard
Pompano Beach, FL 33060
Attn: Dodie Keith-Lazowick

8.32 Independent Contractor. ENGINEER is an independent contractor of TOWN under this Continuing Contract. In providing services, neither ENGINEER 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 ENGINEER. This Continuing Contract shall not constitute or make the TOWN and ENGINEER a partnership or joint venture.

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

A. ENGINEER 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, ENGINEER 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 ENGINEER or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

8.34 Contingency Fee. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, 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 ENGINEER, 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.

8.35 Materiality and Waiver of Breach. TOWN and ENGINEER 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 continuing waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

8.36 Joint Preparation. The TOWN and ENGINEER 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.

8.37 Drug-Free Workplace. ENGINEER shall maintain a drug-free workplace.

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

8.39 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
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.

8.40 Truth-in-Negotiation Certificate. Signature of this Continuing Contract by ENGINEER 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.

8.41 Severability. If any provision of this Continuing Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Continuing Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have made and executed this Continuing Contract 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 13th day of November, 2014.

[SIGNATURES ON NEXT PAGE]

WITNESSES:

Sandra Brand SANDRA BRAND

Bryan Kubik / Bryan Hill

KEITH & ASSOCIATES, INC.

By: [Signature]
DODIE KEITH LAZOWICK, President

3rd day of November 2014

WITNESSES:

[Signature]

Emily Wood

TOWN OF SOUTHWEST RANCHES

By: [Signature]
JEFF NELSON, Mayor

13th day of November 2014

WITNESSES:

[Signature]

Emily Wood

By: [Signature]
ANDREW D. BERNS, Town Administrator

13th day of November 2014

ATTEST:

[Signature]
Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Keith Pollakoff, J.D., Town Attorney

LIST OF EXHIBITS

EXHIBIT "A-1"	Notice to Proceed
EXHIBIT "A-2"	Standard Project Agreement
EXHIBIT "B"	List of Staff Rate and Reimbursable Schedule
EXHIBIT "C"	List of Claims/Statement of No Claims
EXHIBIT "D"	Certificates of Insurance

EXHIBIT "A-1"

Notice to Proceed (Sample Form)

RE: Continuing Contract for Professional Engineering Services between the Town of Southwest Ranches and _____.

Project Description:

This Notice to Proceed is issued as of this ____ day of _____, 20____, pursuant to that certain Continuing Contract for Professional Services ("Continuing Contract") between the Town of Southwest Ranches and ("ENGINEER"). In accordance with the Continuing Contract, the ENGINEER is hereby authorized and directed to perform the services required for the above referenced Project, and for the total compensation set forth in the Project Agreement attached hereto as Exhibit "1". All services shall be performed in accordance with the terms of the Continuing Contract and Project Agreement, and shall be completed within the time provided for in Exhibit "1"; provided, however, that the ENGINEER shall not perform services for any phase of the Project until a Project Agreement is executed by the TOWN as provided by the Continuing Contract. The date of commencement for the Project shall be effective as of the date of this Notice to Proceed.

Other conditions of this Notice to Proceed include:

Town of Southwest Ranches

By: _____
Andrew D. Berns, Town Administrator

Attest By:

Russell Muñiz, MMC, Town Clerk

EXHIBIT "A-2"

Standard Project Agreement (Sample Form)

EXHIBIT "B"

List of Staff Rate and Reimbursable Schedule

PROJECT/TASK BUDGET HOURS WORKSHEET

CLIENT NAME: _____ PROPOSAL # _____

PROJECT NAME: _____ PROJECT # _____

PROJECT MANAGER: _____

PROJECT START DATE: _____ PROJECT END DATE: _____

TASK START DATE: _____ TASK END DATE: _____

TASK COMPENSATION \$ AMOUNT (LS/T&M/NTE) _____

TASK DESCRIPTION: _____

Engineering design/permitting (Maximum 36 Characters)

TASK NUMBER: _____

TASK MANAGER: _____

Duty	Hours	Rate	Total
Code	Hours	Table	Total
1-Admin. Assistant		\$55.00	0.00
11-Technician CADD/Survey/Civil		\$75.00	0.00
50-Project Engineer		\$85.00	0.00
51-Senior Project Engineer		\$115.00	0.00
52-Professional Engineer (PE)		\$120.00	0.00
53-Junior Field Inspector		\$75.00	0.00
54-Field Inspector/Representative		\$90.00	0.00
60-Project Manager		\$125.00	0.00
61-Senior Project Manager		\$150.00	0.00
62-Vice President/Corporate Manager		\$175.00	0.00
70-Principal		\$200.00	0.00
72-Expert Witness Testimony		\$200.00	0.00
83-3D Laser Scanning		\$160.00	0.00
TOTAL			\$0.00

REIMBURSABLE EXPENSES

sub Consultant _____
 Blueprints/Repros _____
 Permit Fees _____
 Travel _____
 Equipment/Supplies _____

TOTAL REIMBURSABLE EXPENSES _____

GRAND TOTAL _____

DIRECT EXPENSES

sub Consultant 0 _____
 Blueprints/Repro 0 _____
 Permit Fees _____
 Travel _____
 Equipment/Supplies _____

TOTAL DIRECT EXPENSES _____

GRAND TOTAL _____

EXHIBIT "C"

List of Claims/Statement of No Claims

EXHIBIT "D"

Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2014

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 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 Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: PHONE (A/C. No. Ext): (954) 943-5050 FAX (A/C. No.): (954) 942-6310		
	E-MAIL ADDRESS: lexie@furmaninsurance.com		
INSURED Keith & Associates Inc 301 E Atlantic Boulevard Pompano Beach FL 33060	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Casualty Co		20443
	INSURER B: Valley Forge Ins		20508
	INSURER C: Transportation Ins Co		20494
	INSURER D: Catlin Insurance Co.		19518
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CL1421842122 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			5084976405	2/19/2014	2/19/2015	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000			
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC									PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			5084976453	2/19/2014	2/19/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS								BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>								BODILY INJURY (Per accident) \$
										PROPERTY DAMAGE (Per accident) \$
										PIP-Basic \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR		5084976498	2/19/2014	2/19/2015	EACH OCCURRENCE \$ 5,000,000			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE								AGGREGATE \$ 5,000,000
	DED	RETENTION \$								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5084976355	2/19/2014	2/19/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh)	Y/N	N/A							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	Professional Liability			AED-674199-0315	03/13/2014	03/13/2015	Each Claim \$2,000,000			
										Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is included as Additional Insured on General Liability including Completed Operations and Commercial Automobile per policy form as required by written contract. General Liability is Primary and Non-Contributory as per policy form as required by written contract. Waiver of Subrogation applies to General Liability, Commercial Automobile and Workers' Compensation per policy form when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

aberns@southwestbranches.or

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

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

Dirk DeJong/TS

CONTINUING CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES

THIS Continuing Contract for Professional Engineering Services ("Continuing Contract") is made and entered into this 3rd day of November 2014, by and between the TOWN OF SOUTHWEST RANCHES, Florida, hereinafter referred to as "TOWN", and CRAIG A. SMITH & ASSOCIATES, INC., a Florida corporation licensed as an Authorized Professional Engineering Company with the State of Florida, hereinafter referred to as "ENGINEER".

WITNESSETH:

RECITALS

WHEREAS, the TOWN has provided notice to procure professional engineering services pursuant to RLI No. 14-007; and

WHEREAS, such process was in accordance with section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act (the "CCNA"), and the TOWN's Procurement Code; and

WHEREAS, the TOWN desires to engage the ENGINEER to perform certain professional Engineering services in accordance with this Continuing Contract, as permitted by the CCNA; and

WHEREAS, the ENGINEER desires and is willing and able to provide such professional engineering services to TOWN within the basic terms and conditions set forth in and in accordance with this Continuing Contract; and

WHEREAS, the purpose of this Continuing Contract is not to authorize a specific Project, but to set forth certain terms and conditions which shall be incorporated into subsequent project agreements or other supplemental agreements for specific Projects or services when required; and

WHEREAS, the TOWN represents that it has the authority to engage the ENGINEER for the services set forth in RLI 14-007, this Continuing Contract;

NOW, THEREFORE, in consideration of the promises 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 Ethics and Standard of Care. The code of ethics of the Board of Professional Engineers is incorporated herein by reference. Further, all services rendered by ENGINEER and its consultants pursuant to this Continuing Contract will be performed in accordance with the same standard of professional skill and care utilized by ENGINEER's and other like professionals providing the same or similar services in the same locale as the services furnished hereunder; provided, however, that no work shall be performed unless and until a separate written agreement is executed and the TOWN has issued a Notice to Proceed as to any of the projects contemplated herein. When the need for services for a specific Project occurs, the TOWN may at its sole discretion, enter into negotiations with the ENGINEER for that specific Project under the terms and conditions of this Continuing Contract. In such event, the TOWN shall initiate negotiations by providing the ENGINEER with a proposed Standard Project Agreement ("Project Agreement") in the form attached hereto as Exhibit "A-2" and incorporated herein, requesting from the ENGINEER a proposal to provide professional services for the specific Project. The ENGINEER shall thereafter prepare a proposal which includes a lump sum fee or an hourly not to exceed and a manpower-task breakdown. The TOWN and ENGINEER shall negotiate the terms of the specific Project in accordance with the provisions of the Project Agreement. Each Project Agreement (or other supplemental agreement) for a specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The deliverables;
- c. The time and schedule of performance and term;
- d. The amount of compensation;
- e. The personnel assigned to the Specific Project; and
- f. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

A Project Agreement shall incorporate this Continuing Contract. Unless otherwise agreed to in writing, in the event that any of the terms or conditions of this Continuing Contract conflict with the Project Agreement, the provisions of the Project Agreement shall govern. In the event the TOWN and the ENGINEER are unable to reach a satisfactory supplemental agreement for a specific Project as provided for above, or the TOWN determines that the best interests of the TOWN would be served by procuring services for a specific Project from another engineer, then the TOWN shall, at its sole discretion, terminate negotiations with the ENGINEER for the particular Project. Once a Project Agreement has been executed by the parties, the TOWN will thereafter issue a Notice to Proceed.

ENGINEER will perform all services consistent with the interests of the TOWN and in accordance with the licensing and other requirements of the State of Florida. ENGINEER agrees to timely perform its services so as not to delay the projects under this Continuing Contract, time being of the essence, and as set forth in the Notice to Proceed. The projects (referred to in the singular or plural as "Project" or "Projects") which may be assigned to ENGINEER, and the subject of a Notice to Proceed, are those listed in RLI No.14-007, which RLI is incorporated herein by reference.

1.1.1 Points of Contact. It is recognized that questions in the day-to-day conduct of this Continuing Contract will arise. The parties select as their respective designated representatives the following persons to whom all communications pertaining to the day-to-day conduct of this Continuing Contract shall be addressed:

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

Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330
Tel: 954-434-0008
Email: aberns@southwestranches.org

The ENGINEER's Designated Point of Contact shall be:

Stephen C. Smith, P.E., Senior Vice President
7777 Glades Road, Suite 410
Boca Raton, Florida 33434
Tel: 561-314-4445
Email: ssmith@craigsmith.com

1.1.2 Licensing and Other Obligations of ENGINEER. The ENGINEER 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" as that term is used herein, and as the context permits, is a person or entity who the ENGINEER has retained and who the ENGINEER will pay to perform any of the services described in this Continuing Contract whether designated as employees, consultants or sub-consultants of ENGINEER and including any of employees of such consultants or sub-consultants. Reasonable funds for such payments have been included as part of ENGINEER's compensation under this Continuing Contract and shall not form the basis for an increase in such compensation unless authorized in writing by TOWN. In the event the ENGINEER requires the services of any sub-consultants/subcontractors or other professional associates in connection with services covered by this Continuing Contract or any Project Agreement, the ENGINEER must secure the prior written approval of the TOWN.

1.1.2.2 The ENGINEER shall be responsible to the TOWN for the acts and omissions of its consultants performing any of the services under this Continuing Contract.

1.1.2.3 The ENGINEER shall have the sole obligation and responsibility to select, control and supervise all of its consultants. The ENGINEER may not contract with anyone with whom the TOWN has a reasonable objection. Contracts between the ENGINEER and the consultants shall require each consultant to be bound to the ENGINEER for all obligations and responsibilities which the ENGINEER, 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 ENGINEER shall retain responsibility for coordination of any consultants engaged by the ENGINEER 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 ENGINEER's consultants will be made through the ENGINEER's Representative, unless such consultants have also been retained by the TOWN.

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

1.1.2.5 The ENGINEER 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.

1.1.2.6 The ENGINEER shall have the sole obligation and responsibility for the selection, control, payment, and supervision of all of its consultants.

1.1.3 Conflicts of Interest. The ENGINEER shall not engage in any activity, or accept any employment, or receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the ENGINEER's independent and 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 ENGINEER and shall be utilized by the ENGINEER to prepare the Project Program.

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

2.3 Project Agreement and Notice to Proceed Forms. For all services covered under this Continuing Contract, ENGINEER shall be required to obtain an approved Project Agreement and a written "Notice to Proceed" in the forms attached hereto as Exhibit "A-2" and "A-1" respectively, signed by the TOWN Administrator or his authorized representative, in advance of providing any such services to the TOWN. The written Project Agreement 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 ENGINEER upon completion), and the time frame for completion. All services performed by ENGINEER without a signed Project Agreement from the TOWN shall be performed at ENGINEER's sole cost and expense.

ARTICLE 3- FEES

3.1 Subject to the TOWN's issuance of a "Notice to Proceed" and individual Project Agreements, the TOWN shall pay the ENGINEER 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 ENGINEER, and which

will be developed based upon the approved List of Staff Rate and Reimbursable Schedule attached hereto and made a part hereof as Exhibit "B". ENGINEER's total compensation includes all fees, costs, expenses, and overhead that may be incurred by the ENGINEER (including any profit thereon) to complete the design and construction administration services relating to the Project, including, but not limited to, all professional services provided by or through the ENGINEER, 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, ENGINEER 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 ENGINEER'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 ENGINEER's invoice for same, along with a partial waiver and release from ENGINEER indicating a release of all claims, including, but not limited to, equitable liens, through the last date of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the TOWN, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the TOWN to the ENGINEER describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the ENGINEER's Total Compensation shall be made within thirty (30) days of invoice date or as otherwise provided by section 218.73, Florida Statutes.

3.4 Payments due the ENGINEER 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 Statutes.

3.5 Payment for the ENGINEER's services will be made in accordance with the local government Prompt Payment Act, Section 218.70, Florida Statutes.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the ENGINEER or the ENGINEER'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. ENGINEER 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 or price escalations that may arise during the performance of services, regardless of any delays, whether or not caused in whole or in part by TOWN. 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 ENGINEER 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 ENGINEER'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 ENGINEER and the ENGINEER's consultants are Instruments of Service. The ENGINEER and the ENGINEER'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 Continuing Contract 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 ENGINEER 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, ENGINEER and its consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract, subject to the TOWN's irrevocable, perpetual, and royalty-free license and 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, maintenance or construction of future additions to the Project. Upon the TOWN's request, the ENGINEER 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 of Instruments of Service 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 ENGINEER's rights.

5.3 ENGINEER 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 herewith. With respect to Instruments of Service for the Project owned by ENGINEER's consultants, ENGINEER, in its agreement with such consultants to provide services for this Project, shall cause such consultants to grant to the TOWN the same use provisions as are included herein.

ARTICLE 6 - TERM OF CONTRACT

6.1 This Continuing Contract shall have an initial three (3) year term, with two (2), one (1) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the TOWN Administrator. Any terms or conditions of either this Continuing Contract or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

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 (30) days' written notice to the ENGINEER. In such event, ENGINEER 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 ENGINEER to proceed and only up through the date that is no later than thirty (30) days after the date written notice for such termination for convenience is issued by the TOWN. ENGINEER will be able to recover for its work performed including actual costs and expenses incurred in connection therewith and including fair and reasonable sums for overhead and profit for work performed, **In no event, however, will ENGINEER be entitled to payment, including overhead and profit, for services not yet performed under this Continuing Contract, nor any indirect, special or consequential costs, expenses, or damages arising from such termination.** Upon receipt of a notice of termination for convenience by the TOWN, the ENGINEER will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due ENGINEER from the TOWN except as provided in this Paragraph. Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement.

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

- A. The ENGINEER 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 ENGINEER and not corrected by ENGINEER or another replacement consultant or contractor employed by ENGINEER within ten (10) days after notice from the TOWN.
- C. The ENGINEER fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.
- D. The ENGINEER fails to timely pay (within 30 days) any consultant or contractor employed by the ENGINEER. Notwithstanding the foregoing, ENGINEER shall have the right to contest, in good faith, any disputed invoices from its consultants, without being in default of this Continuing Contract; provided however, that ENGINEER will promptly, and in no event later than ten (10) days, bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith.
- E. The ENGINEER 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 ENGINEER.

F. The ENGINEER 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 ENGINEER. In the event of termination due to the fault of the ENGINEER 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 ENGINEER hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement ENGINEER and the completion of the ENGINEER's services hereunder. This remedy is cumulative to any other remedies available to TOWN under this Continuing Contract, at law, or in equity, and is not intended to limit the TOWN's rights or ability to recover damages in the event of a breach of this Continuing Contract by the ENGINEER. Additionally, notwithstanding anything to the contrary herein, the TOWN shall have the right to use the ENGINEER's Drawings, Specifications and other Instruments of Service in the event of a default by the ENGINEER, 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 under 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 mandatory pre-suit mediation in Broward County with a mutually agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional engineering services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation or proceeding 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 equally the cost of the mediator.

8.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, ENGINEER 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. ENGINEER shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at three (3) 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 ENGINEER engaged in services under the Contract in accordance with the laws of the State of Florida. ENGINEER 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 Continuing Contract and specifically covering the indemnification and hold harmless provisions in the Continuing 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 ENGINEER in the performance of services pursuant to this Continuing 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.

8.4 TOWN As Additional Insured. ALL LIABILITY INSURANCE POLICIES REQUIRED BY SECTIONS 8.3.3 AND 8.3.4 SHALL SPECIFICALLY PROVIDE BY ENDORSEMENT THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE ENGINEER UNDER THE CONTINUING CONTRACT. All insurance companies selected must be acceptable to TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to TOWN by certified mail. To the extent required by applicable grant agreement(s), ENGINEER may be required to name other public agencies, such as Broward County, as additional insureds.

8.5 Insurer Qualifications. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability is A-or better.

8.6 List of Current Claims. ENGINEER's list of claims (prior or presently outstanding) against its professional liability coverage or statement of no claims signed by the agent of the insurance carrier, shall be incorporated into this Continuing Contract, as Exhibit "C".

8.7 Consultants' Insurance. ENGINEER shall cause its consultants/sub-consultants to provide the same Insurance required by Section 8.3 and to name TOWN as an additional named insured or additional insured.

8.8 Certificates of Insurance; Increased Insurance Requirements. ENGINEER will furnish Certificate(s) of Insurance to the TOWN, to be attached to this Continuing Contract as Exhibit "D". All policies of insurance will be available for the TOWN's inspection and copying, upon request, prior to and following execution of this Continuing Contract. Notwithstanding the specific minimum insurance requirements set forth in this Continuing Contract, the Town may require that the ENGINEER procure additional insurance coverage and limits, and up to the amounts set forth in the RLI for a particular Project(s). The added cost for the additional insurance coverage, if required by the Town, may be included in the total compensation to be set forth in a Project fee schedule as set forth at Section 3.1 hereof.

8.9 Indemnification. To the fullest extent permitted by law, including section 725.08, Florida Statutes, ENGINEER hereby agrees to indemnify, defend, and hold harmless the TOWN, its officers, agents and employees, from and against 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 ENGINEER or its subcontractors, agents, officers, employees, independent contractors pursuant to the Continuing Contract, or anyone else for whose actions ENGINEER is responsible, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the ENGINEER and/or its subcontractors, agents, or employees in the performance of the operations or services under the Continuing Contract.

8.9.1 Errors and Omissions:

The ENGINEER, to the extent of its failure to perform in accordance with the standard of care set forth in this Continuing Contract and/or as otherwise provided by law, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under this Continuing Contract (including the Work performed by sub-consultants and sub-contractors), within the specified time period and specified cost. The ENGINEER shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient ENGINEER with respect to the disciplines required for the performance of the Work in the State of Florida in the locale whether the Project(s) is located. The ENGINEER is responsible for, and represents that the Work conforms to, TOWN's requirements as set forth in this Continuing Contract. The ENGINEER shall be and remain liable to the TOWN for all damages to the TOWN caused by the ENGINEER'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 ENGINEER shall, at its expense, re-perform the services to correct any deficiencies which result from the ENGINEER's failure to perform in accordance with the above standards. The TOWN shall notify the ENGINEER 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 Continuing Contract shall be construed to relieve the ENGINEER or any sub-consultant or subcontractor of its obligations and responsibilities hereunder or relating to this Continuing Contract, nor constitute a waiver of any of the TOWN's rights hereunder or of any cause of action arising out of the ENGINEER's performance under this Continuing Contract. The ENGINEER 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 ENGINEER or its sub-consultants and subcontractors to comply with the terms and conditions of this Continuing Contract or by the ENGINEER's or sub-consultants' or subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of Work. With respect to the performance of Work by sub-consultants and subcontractors, the ENGINEER shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

8.10 Patent and Copyright Indemnification. ENGINEER hereby 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.

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

8.12 No Damage for Delays by TOWN. ENGINEER'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 or caused in whole or in part by TOWN, shall be non-compensable. The TOWN shall act reasonably in granting extensions of time to the ENGINEER. All extensions to the time for performance shall be authorized only by written Change Order executed by the TOWN and ENGINEER. In no event shall the ENGINEER be entitled to any other relief or 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, inefficiency costs, impact damages or other similar remuneration.

8.13 Audit and Inspection Rights and Retention of Records by ENGINEER. The TOWN shall have the right to audit the books, records and accounts of ENGINEER that are related to this Continuing Contract. ENGINEER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Continuing Contract. ENGINEER 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 or completion of ENGINEER's services hereunder, unless ENGINEER is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at ENGINEER's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or the aforementioned three (3) year period, 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 ENGINEER's records, ENGINEER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by ENGINEER. 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, ENGINEER shall respond to the reasonable inquiries of successor ENGINEERS, if any, and allow successor ENGINEERS to receive working papers relating to matters of continuing significance hereunder. In addition, ENGINEER 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.

8.14 Performance During Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute, regardless if noticed in writing between the TOWN and the ENGINEER, the ENGINEER and, if applicable, its consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms hereof, and the TOWN will continue to make payments to ENGINEER in accordance with the provisions of the Continuing Contract for any non-disputed items of Work.

8.15 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 ENGINEER of any responsibility or liability hereunder.

8.16 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 ENGINEER 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.

8.17 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.

8.18 Non-Discrimination. ENGINEER 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. ENGINEER 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. ENGINEER shall comply with all applicable sections of the Americans with Disabilities Act. ENGINEER agrees that compliance with this Article constitutes a material condition to this Continuing Contract, and that it is binding upon the ENGINEER, its successors, transferees, and assignees for the period during which any services are provided. ENGINEER

further assures that all consultants and subcontractors and independent contractors are not in violation of the terms of this Paragraph.

8.19 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.

8.20 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.

8.21 Funding. The obligation of TOWN for payment to ENGINEER 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.

8.22 Manner of Performance. ENGINEER 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. ENGINEER 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. ENGINEER agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. ENGINEER 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 ENGINEER to comply with this Paragraph shall constitute a material breach of this Continuing Contract.

8.23 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 ENGINEER, only the exemption claimed. ENGINEER 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.

ENGINEER agrees to maintain public records in ENGINEER's possession or control in connections with ENGINEER's performance under this Continuing Contract 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. ENGINEER shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. ENGINEER's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Continuing Contract by TOWN, without the requirement of advance written notice.

8.24 Public Entity Crimes. In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform services as an ENGINEER, 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 ENGINEER shall result in TOWN's immediate termination of this Continuing Contract, without the requirement of advance written notice.

8.25 Changes and Modification of Continuing Contract. TOWN and ENGINEER may request changes that would increase, decrease or otherwise modify the scope of services to be provided under this Continuing Contract and/or the time for performance. 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 ENGINEER, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

8.26 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 ENGINEER's performance of the services under this Continuing Contract, and ENGINEER shall be and remain liable to the TOWN for all damages to the TOWN caused by the ENGINEER'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 or in equity.

8.27 Gender/Word Use. Wherever the context so permits or requires, 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.

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

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

8.30 Equal Opportunity Employment.

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

C. ENGINEER 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).

8.31 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:

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

With a copy to:

Arnstein & Lehr, LLP
200 Las Olas Boulevard, Suite 17000
Ft. Lauderdale, FL 33301
Attn: Keith M. Poliakoff, J.D.

AS TO ENGINEER:

Stephen C. Smith, P.E., Senior Vice President
7777 Glades Road, Suite 410
Boca Raton, Florida 33434
Tel: 561-314-4445
Email: ssmith@craigsmith.com

8.32 Independent Contractor. ENGINEER is an independent contractor of TOWN under this Continuing Contract. In providing services, neither ENGINEER 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 ENGINEER. This Continuing Contract shall not constitute or make the TOWN and ENGINEER a partnership or joint venture.

8.33 Conflicts. Neither ENGINEER nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible

with ENGINEER's loyal and conscientious exercise of independent and professional judgment related to its performance under this Continuing Contract.

A. ENGINEER 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, ENGINEER 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 ENGINEER or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

8.34 Contingency Fee. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, 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 ENGINEER, 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.

8.35 Materiality and Waiver of Breach. TOWN and ENGINEER 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 continuing waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

8.36 Joint Preparation. The TOWN and ENGINEER 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.

8.37 Drug-Free Workplace. ENGINEER shall maintain a drug-free workplace.

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

8.39 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.

8.40 Truth-in-Negotiation Certificate. Signature of this Continuing Contract by ENGINEER 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.

8.41 Severability. If any provision of this Continuing Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Continuing Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have made and executed this Continuing Contract 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 13th day of November, 2014.

[SIGNATURES ON NEXT PAGE]

WITNESSES:

John Bude

Amanda Dorton

CRAIG A. SMITH & ASSOCIATES, INC.,

By: [Signature]
STEPHEN C. SMITH, P.E., Senior Vice President

4th day of NOVEMBER 20 14

WITNESSES:

[Signature]

Emily McCard

TOWN OF SOUTHWEST RANCHES

By: [Signature]
JEFF NELSON, Mayor

13th day of November 20 14

WITNESSES:

[Signature]

Emily McCard

By: [Signature]
ANDREW D. BERNS, Town Administrator

13th day of November 20 14

ATTEST:

[Signature]
Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Keith Poliakoff, J.D., Town Attorney

LIST OF EXHIBITS

EXHIBIT "A-1"	Notice to Proceed
EXHIBIT "A-2"	Standard Project Agreement
EXHIBIT "B"	List of Staff Rate and Reimbursable Schedule
EXHIBIT "C"	List of Claims/Statement of No Claims
EXHIBIT "D"	Certificates of Insurance

EXHIBIT "A-1"

Notice to Proceed (Sample Form)

RE: Continuing Contract for Professional Engineering Services between the Town of Southwest Ranches and _____.

Project Description:

This Notice to Proceed is issued as of this ____ day of _____, 20____, pursuant to that certain Continuing Contract for Professional Services ("Continuing Contract") between the Town of Southwest Ranches and ("ENGINEER"). In accordance with the Continuing Contract, the ENGINEER is hereby authorized and directed to perform the services required for the above referenced Project, and for the total compensation set forth in the Project Agreement attached hereto as Exhibit "1". All services shall be performed in accordance with the terms of the Continuing Contract and Project Agreement, and shall be completed within the time provided for in Exhibit "1"; provided, however, that the ENGINEER shall not perform services for any phase of the Project until a Project Agreement is executed by the TOWN as provided by the Continuing Contract. The date of commencement for the Project shall be effective as of the date of this Notice to Proceed.

Other conditions of this Notice to Proceed include:

Town of Southwest Ranches

By: _____
Andrew D. Berns, Town Administrator

Attest By:

Russell Muñiz, MMC, Town Clerk

EXHIBIT "A-2"

Standard Project Agreement (Sample Form)

EXHIBIT "B"

List of Staff Rate and Reimbursable Schedule

PROJECT/TASK BUDGET HOURS WORKSHEET

CLIENT NAME: _____ PROPOSAL # _____

PROJECT NAME: _____ PROJECT # _____

PROJECT MANAGER: _____

PROJECT START DATE: _____ PROJECT END DATE: _____

TASK START DATE: _____ TASK END DATE: _____

TASK COMPENSATION \$ AMOUNT (LS/T&M/NTE) _____

TASK DESCRIPTION:
Engineering design/permitting (Maximum 36 Characters)

TASK NUMBER: _____

TASK MANAGER: _____

Duty	Hours	Rate	Total
Code		Table	
1-Admin. Assistant		\$55.00	0.00
11-Technician CADD/Survey/Civil		\$75.00	0.00
50-Project Engineer		\$85.00	0.00
51-Senior Project Engineer		\$115.00	0.00
52-Professional Engineer (PE)		\$120.00	0.00
53-Junior Field Inspector		\$75.00	0.00
54-Field Inspector/Representative		\$90.00	0.00
60-Project Manager		\$125.00	0.00
61-Senior Project Manager		\$150.00	0.00
62-Vice President/Corporate Manager		\$175.00	0.00
70-Principal		\$200.00	0.00
72-Expert Witness Testimony		\$200.00	0.00
83-3D Laser Scanning		\$160.00	0.00
TOTAL			\$0.00

REIMBURSABLE EXPENSES

sub Consultant _____
 Blueprints/Repros _____
 Permit Fees _____
 Travel _____
 Equipment/Supplies _____

DIRECT EXPENSES

sub Consultant 0 _____
 Blueprints/Reprc 0 _____
 Permit Fees _____
 Travel _____
 Equipment/Supplies _____

TOTAL REIMBURSABLE EXPENSES \$0.00 TOTAL DIRECT EXPENSES \$0.00

GRAND TOTAL \$0.00

EXHIBIT "C"

List of Claims/Statement of No Claims

EXHIBIT "D"

Certificates of Insurance



The Sena Group
INSURANCE SERVICES

Sena & Whitney Corp Office
190 Glades Rd Suite C
Boca Raton FL 33432
Phone 561-210-8715 Fax 561-210-8716
www.thesenagroup.com

November 4, 2014

Craig A. Smith & Associates
Stephen McBride
7777 Glades Road Suite 410
Boca Raton, FL 33434

Re: DPL10003087003
Professional Liability

Dear Steve:

Attached please find the loss runs for the Professional Liability coverage from April 1, 2011 – November 4, 2014 indicating there have been no claims.

If you need anything further, please let us know.

Sincerely,

Peter S Whitney Jr.
Attachment



LOSS RUN AS OF 11/04/2014

INSURANCE COMPANY: EASIC

INSURED NAME: Craig A. Smith & Associat

POLICY NUMBER: PPL10003087000

POLICY EFFECTIVE DATES: 04/01/2011 - 04/01/2012

Claim #	Claim Reference	Claimant	Status	Date Of Loss	Date Reported	Date Closed	Claim Type	Type of Loss	Claim State	Loss Reserve	Loss Paid	Expense Reserve	Expense Paid	Recovered Loss	Total Incurred	Examiner
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No Losses Reported

Totals

POLICY NUMBER: PPL10003087001

POLICY EFFECTIVE DATES: 04/01/2012 - 04/01/2013

Claim #	Claim Reference	Claimant	Status	Date Of Loss	Date Reported	Date Closed	Claim Type	Type of Loss	Claim State	Loss Reserve	Loss Paid	Expense Reserve	Expense Paid	Recovered Loss	Total Incurred	Examiner
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No Losses Reported

Totals

POLICY NUMBER: PPL10003087002

POLICY EFFECTIVE DATES: 04/01/2013 - 04/01/2014

Claim #	Claim Reference	Claimant	Status	Date Of Loss	Date Reported	Date Closed	Claim Type	Type of Loss	Claim State	Loss Reserve	Loss Paid	Expense Reserve	Expense Paid	Recovered Loss	Total Incurred	Examiner
---------	-----------------	----------	--------	--------------	---------------	-------------	------------	--------------	-------------	--------------	-----------	-----------------	--------------	----------------	----------------	----------

No Losses Reported

Endurance U.S. Insurance Operations | 725 South Figueroa Street, Suite 2100 | Los Angeles, CA 90017
 Telephone 213 270-7000 | Fax 213 270-7020

Printed 11/04/2014 5:15 PM

Page 1 of 2

Totals

POLICY NUMBER: DPL10003087003

POLICY EFFECTIVE DATES: 04/01/2014 - 04/01/2015

Claim #	Claim Reference	Claimant	Status	Date Of Loss	Date Reported	Date Closed	Claim Type	Claim State	Type of Loss	Loss Reserve	Loss Paid	Expense Reserve	Expense Paid	Recovered Loss	Total Incurred	Examiner
---------	-----------------	----------	--------	--------------	---------------	-------------	------------	-------------	--------------	--------------	-----------	-----------------	--------------	----------------	----------------	----------

No Losses Reported

Totals

CERTIFICATE OF LIABILITY INSURANCE

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 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 Cypress Insurance Group PO Box 9328 Fort Lauderdale, FL 33310-9328 954 771-0300	CONTACT NAME: Jeanne B. Bender
	PHONE (A/C, No, Ext): 954 771-0300 FAX (A/C, No): 954 772 9424 E-MAIL ADDRESS: jeanneb@cypressinsurance.com
INSURED Craig A. Smith & Associates PO Box 880128 Boca Raton, FL 33488	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Phoenix Insurance Company
	INSURER B: Ohio Security Insurance Company
	INSURER C: Ohio Casualty Insurance Company
	INSURER D:
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		X660505M2249PHX13	12/01/2013	12/01/2014	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
B	AUTOMOBILE LIABILITY		BAS53319679	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	EUO54645021	12/01/2013	12/01/2014	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$5,000,000
	DED <input type="checkbox"/>	<input checked="" type="checkbox"/> RETENTION \$0					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

Re: Continuing Contract for Professional Engineering Services
 The Town of Southwest Ranches is an additional insured per the Blanket Additional Insured Form #CG D3 81 09
 07 and the written contract per the coverage and exclusions that apply. Florida Statute has 45 days non renewal, 30 days for mid-term cancellation and 10 days notice of cancellation for non-payment.

CERTIFICATE HOLDER

CANCELLATION

Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330	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 <i>Roger B. Bond</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2014

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 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 Marsh Sponsored Programs a service of Seabury & Smith, Inc. PO Box 14404 Des Moines, IA 50306-9686	CONTACT NAME PHONE (A/C, No, Ext): 1-877-320-9393 FAX (A/C, No): 515-365-0895 E-MAIL ADDRESS: riskmanagement@marshpm.com Vendor ID: 31459 <hr/> INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Old Republic Insurance Company 24147 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED CRAIG A. SMITH & ASSOCIATES 7777 Glades Road Suite 410 Boca Raton, FL 33434	

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	L106034-14	04/27/2014	04/27/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In N/A) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 2QL2

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory.

CERTIFICATE HOLDER Town of Southwest Ranches 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. <hr/> AUTHORIZED REPRESENTATIVE
---	--

OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Schedule

Person(s) or Organization(s): Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the Schedule above but only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in a written contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide, or
 - b. The limits of insurance of this policywhichever is less.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2014

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IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 Sena & Whitney Corp Office Sena & Whitney, LLC 190 Glades Rd Suite C Boca Raton, FL 33432	CONTACT NAME: PHONE (A/C No, Ext): 561-210-8715		FAX (A/C No): 561-210-8716
	E-MAIL ADDRESS:		
INSURED MPS3D, LLC 7777 Glades Road Suite 410 Boca Raton, FL 33434		INSURER(S) AFFORDING COVERAGE INSURER A : Endurance American Spec Ins Co	NAIC # 41718
		INSURER B :	
		INSURER C :	
		INSURER D :	
		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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	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	N/A				PER STATUTE	OTH-ER
A	PROFESSIONAL E & O			DPL10003087003	04/01/2014	04/01/2015	EA CLAIM	1,000,000
							AGGREGATE	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

CERTIFICATE HOLDER TOWNSOU TOWN OF SOUTHWEST RANCHES 13400 GRIFFIN RD 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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2014

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 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 FRANKCRUM INSURANCE AGENCY, INC. 100 S. MISSOURI AVE. CLEARWATER FL 33756	CONTACT NAME:		
	PHONE (A/C, No, Ext):	1-800-277-1620 x4800	FAX (A/C, No): 727-797-0704
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A:	FRANK WINSTON CRUM INSURANCE CO.	11600
INSURED FrankCrum 1-800-277-1620 100 S MISSOURI AVENUE CLEARWATER FL 33756	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 256758 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC201400000	1/1/2014	1/1/2015	X WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EFFECTIVE 12/01/2011, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO CRAIG A. SMITH & ASSOCIATES, INC. (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM. COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES.

CERTIFICATE HOLDER	CANCELLATION
TOWN OF SOUTHWEST RANCHES 13400 GRIFFIN ROAD SOUTHWEST RANCHES, FL 33330	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

CONTINUING CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES

THIS Continuing Contract for Professional Engineering Services ("Continuing Contract") is made and entered into this 2nd day of November 2014, by and between the TOWN OF SOUTHWEST RANCHES, Florida, hereinafter referred to as "TOWN", and ERDMAN ANTHONY OF FLORIDA, INC., a Florida corporation licensed as an Authorized Professional Engineering Company with the State of Florida, hereinafter referred to as "ENGINEER".

WITNESSETH:

RECITALS

WHEREAS, the TOWN has provided notice to procure professional engineering services pursuant to RLI No. 14-007; and

WHEREAS, such process was in accordance with section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act (the "CCNA"), and the TOWN's Procurement Code; and

WHEREAS, the TOWN desires to engage the ENGINEER to perform certain professional Engineering services in accordance with this Continuing Contract, as permitted by the CCNA; and

WHEREAS, the ENGINEER desires and is willing and able to provide such professional engineering services to TOWN within the basic terms and conditions set forth in and in accordance with this Continuing Contract; and

WHEREAS, the purpose of this Continuing Contract is not to authorize a specific Project, but to set forth certain terms and conditions which shall be incorporated into subsequent project agreements or other supplemental agreements for specific Projects or services when required; and

WHEREAS, the TOWN represents that it has the authority to engage the ENGINEER for the services set forth in RLI 14-007, this Continuing Contract;

NOW, THEREFORE, in consideration of the promises 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 Ethics and Standard of Care. The code of ethics of the Board of Professional Engineers is incorporated herein by reference. Further, all services rendered by ENGINEER and its consultants pursuant to this Continuing Contract will be performed in accordance with the same standard of professional skill and care utilized by ENGINEER's and other like professionals providing the same or similar services in the same locale as the services furnished hereunder; provided, however, that no work shall be performed unless and until a separate written agreement is executed and the TOWN has issued a Notice to Proceed as to any of the projects contemplated herein. When the need for services for a specific Project occurs, the TOWN may at its sole discretion, enter into negotiations with the ENGINEER for that specific Project under the terms and conditions of this Continuing Contract. In such event, the TOWN shall initiate negotiations by providing the ENGINEER with a proposed Standard Project Agreement ("Project Agreement") in the form attached hereto as Exhibit "A-2" and incorporated herein, requesting from the ENGINEER a proposal to provide professional services for the specific Project. The ENGINEER shall thereafter prepare a proposal which includes a lump sum fee or an hourly not to exceed and a manpower-task breakdown. The TOWN and ENGINEER shall negotiate the terms of the specific Project in accordance with the provisions of the Project Agreement. Each Project Agreement (or other supplemental agreement) for a specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The deliverables;
- c. The time and schedule of performance and term;
- d. The amount of compensation;
- e. The personnel assigned to the Specific Project; and
- f. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

A Project Agreement shall incorporate this Continuing Contract. Unless otherwise agreed to in writing, in the event that any of the terms or conditions of this Continuing Contract conflict with the Project Agreement, the provisions of the Project Agreement shall govern. In the event the TOWN and the ENGINEER are unable to reach a satisfactory supplemental agreement for a specific Project as provided for above, or the TOWN determines that the best interests of the TOWN would be served by procuring services for a specific Project from another engineer, then the TOWN shall, at its sole discretion, terminate negotiations with the ENGINEER for the particular Project. Once a Project Agreement has been executed by the parties, the TOWN will thereafter issue a Notice to Proceed.

ENGINEER will perform all services consistent with the interests of the TOWN and in accordance with the licensing and other requirements of the State of Florida. ENGINEER agrees to timely perform its services so as not to delay the projects under this Continuing Contract, time being of the essence, and as set forth in the Notice to Proceed. The projects (referred to in the singular or plural as "Project" or "Projects") which may be assigned to ENGINEER, and the subject of a Notice to Proceed, are those listed in RLI No.14-007, which RLI is incorporated herein by reference.

1.1.1 Points of Contact. It is recognized that questions in the day-to-day conduct of this Continuing Contract will arise. The parties select as their respective designated representatives the following persons to whom all communications pertaining to the day-to-day conduct of this Continuing Contract shall be addressed:

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

Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330
Tel: 954-434-0008
Email: aberns@southwestranches.org

The ENGINEER's Designated Point of Contact shall be:

James F. Noth, PE, PSM, Vice President
1402 Royal Palm Beach Boulevard, Suite 500
Royal Palm Beach, Florida 33411
Tel: 561-753-9723
Email: Nothj@erdmananthony.com

1.1.2 Licensing and Other Obligations of ENGINEER. The ENGINEER 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" as that term is used herein, and as the context permits, is a person or entity who the ENGINEER has retained and who the ENGINEER will pay to perform any of the services described in this Continuing Contract whether designated as employees, consultants or sub-consultants of ENGINEER and including any of employees of such consultants or sub-consultants. Reasonable funds for such payments have been included as part of ENGINEER's compensation under this Continuing Contract and shall not form the basis for an increase in such compensation unless authorized in writing by TOWN. In the event the ENGINEER requires the services of any sub-consultants/subcontractors or other professional associates in connection with services covered by this Continuing Contract or any Project Agreement, the ENGINEER must secure the prior written approval of the TOWN.

1.1.2.2 The ENGINEER shall be responsible to the TOWN for the acts and omissions of its consultants performing any of the services under this Continuing Contract.

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

for coordination of any consultants engaged by the ENGINEER 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 ENGINEER's consultants will be made through the ENGINEER's Representative, unless such consultants have also been retained by the TOWN.

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

1.1.2.5 The ENGINEER 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.

1.1.2.6 The ENGINEER shall have the sole obligation and responsibility for the selection, control, payment, and supervision of all of its consultants.

1.1.3 Conflicts of Interest. The ENGINEER shall not engage in any activity, or accept any employment, or receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the ENGINEER's independent and 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 ENGINEER and shall be utilized by the ENGINEER to prepare the Project Program.

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

2.3 Project Agreement and Notice to Proceed Forms. For all services covered under this Continuing Contract, ENGINEER shall be required to obtain an approved Project Agreement and a written "Notice to Proceed" in the forms attached hereto as Exhibit "A-2" and "A-1" respectively, signed by the TOWN Administrator or his authorized representative, in advance of providing any such services to the TOWN. The written Project Agreement 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 ENGINEER upon completion), and the time frame for completion. All services performed by ENGINEER without a signed Project Agreement from the TOWN shall be performed at ENGINEER's sole cost and expense.

ARTICLE 3- FEES

3.1 Subject to the TOWN's issuance of a "Notice to Proceed" and individual Project Agreements, the TOWN shall pay the ENGINEER 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 ENGINEER, and which will be developed based upon the approved **List of Staff Rate and Reimbursable Schedule** attached hereto and made a part hereof as Exhibit "B". ENGINEER's total compensation includes all fees, costs, expenses, and overhead that may be incurred by the ENGINEER (including any profit thereon) to complete the design and construction administration services relating to the Project, including, but not limited to, all professional services provided by or through the ENGINEER, 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, ENGINEER 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 ENGINEER'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 ENGINEER's invoice for same, along with a partial waiver and release from ENGINEER indicating a release of all claims, including, but not limited to, equitable liens, through the last date of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the TOWN, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the TOWN to the ENGINEER describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the ENGINEER's Total Compensation shall be made within thirty (30) days of invoice date or as otherwise provided by section 218.73, Florida Statutes.

3.4 Payments due the ENGINEER 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 Statutes.

3.5 Payment for the ENGINEER's services will be made in accordance with the local government Prompt Payment Act, Section 218.70, Florida Statutes.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the ENGINEER or the ENGINEER'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. ENGINEER 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 or price escalations that may arise during the performance of services, regardless of any delays, whether or not caused in whole or in part by TOWN. 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 ENGINEER 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 ENGINEER'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 ENGINEER and the ENGINEER's consultants are Instruments of Service. The ENGINEER and the ENGINEER'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 Continuing Contract 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 ENGINEER 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, ENGINEER and its consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract, subject to the TOWN's irrevocable, perpetual, and royalty-free license and 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, maintenance or construction of future additions to the Project. Upon the TOWN's request, the ENGINEER 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 of Instruments of Service 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 ENGINEER's rights.

5.3 ENGINEER 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 herewith. With respect to Instruments of Service for the Project owned by ENGINEER's consultants, ENGINEER, in its agreement with such consultants to provide services for this Project, shall cause such consultants to grant to the TOWN the same use provisions as are included herein.

ARTICLE 6 - TERM OF CONTRACT

6.1 This Continuing Contract shall have an initial three (3) year term, with two (2), one (1) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the TOWN Administrator. Any terms or conditions of either this Continuing Contract or any subsequent Project Agreement that require acts beyond the date of the term of either agreement,

shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

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 (30) days' written notice to the ENGINEER. In such event, ENGINEER 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 ENGINEER to proceed and only up through the date that is no later than thirty (30) days after the date written notice for such termination for convenience is issued by the TOWN. ENGINEER will be able to recover for its work performed including actual costs and expenses incurred in connection therewith and including fair and reasonable sums for overhead and profit for work performed, **In no event, however, will ENGINEER be entitled to payment, including overhead and profit, for services not yet performed under this Continuing Contract, nor any indirect, special or consequential costs, expenses, or damages arising from such termination.** Upon receipt of a notice of termination for convenience by the TOWN, the ENGINEER will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due ENGINEER from the TOWN except as provided in this Paragraph. Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement.

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

- A. The ENGINEER 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 ENGINEER and not corrected by ENGINEER or another replacement consultant or contractor employed by ENGINEER within ten (10) days after notice from the TOWN.
- C. The ENGINEER fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.
- D. The ENGINEER fails to timely pay (within 30 days) any consultant or contractor employed by the ENGINEER. Notwithstanding the foregoing, ENGINEER shall have the right to contest, in good faith, any disputed invoices from its consultants, without being in default of this Continuing Contract; provided however, that ENGINEER will promptly, and in no event later than ten (10) days, bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith.

E. The ENGINEER 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 ENGINEER.

F. The ENGINEER 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 ENGINEER. In the event of termination due to the fault of the ENGINEER 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 ENGINEER hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement ENGINEER and the completion of the ENGINEER's services hereunder. This remedy is cumulative to any other remedies available to TOWN under this Continuing Contract, at law, or in equity, and is not intended to limit the TOWN's rights or ability to recover damages in the event of a breach of this Continuing Contract by the ENGINEER. Additionally, notwithstanding anything to the contrary herein, the TOWN shall have the right to use the ENGINEER's Drawings, Specifications and other Instruments of Service in the event of a default by the ENGINEER, 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 under 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 mandatory pre-suit mediation in Broward County with a mutually agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional engineering services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation or proceeding 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 equally the cost of the mediator.

8.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, ENGINEER 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. ENGINEER shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at three (3) 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 ENGINEER engaged in services under the Contract in accordance with the laws of the State of Florida. ENGINEER 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 Continuing Contract and specifically covering the indemnification and hold harmless provisions in the Continuing 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 ENGINEER in the performance of services pursuant to this Continuing 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.

8.4 TOWN As Additional Insured. ALL LIABILITY INSURANCE POLICIES REQUIRED BY SECTIONS 8.3.3 AND 8.3.4 SHALL SPECIFICALLY PROVIDE BY ENDORSEMENT THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE ENGINEER UNDER THE CONTINUING CONTRACT. All insurance companies selected must be acceptable to TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days

written notice has been given to TOWN by certified mail. To the extent required by applicable grant agreement(s), ENGINEER may be required to name other public agencies, such as Broward County, as additional insureds.

8.5 Insurer Qualifications. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability is A-or better.

8.6 List of Current Claims. ENGINEER's list of claims (prior or presently outstanding) against its professional liability coverage or statement of no claims signed by the agent of the insurance carrier, shall be incorporated into this Continuing Contract, as Exhibit "C".

8.7 Consultants' Insurance. ENGINEER shall cause its consultants/sub-consultants to provide the same Insurance required by Section 8.3 and to name TOWN as an additional named insured or additional insured.

8.8 Certificates of Insurance; Increased Insurance Requirements. ENGINEER will furnish Certificate(s) of Insurance to the TOWN, to be attached to this Continuing Contract as Exhibit "D". All policies of insurance will be available for the TOWN's inspection and copying, upon request, prior to and following execution of this Continuing Contract. Notwithstanding the specific minimum insurance requirements set forth in this Continuing Contract, the Town may require that the ENGINEER procure additional insurance coverage and limits, and up to the amounts set forth in the RLI for a particular Project(s). The added cost for the additional insurance coverage, if required by the Town, may be included in the total compensation to be set forth in a Project fee schedule as set forth at Section 3.1 hereof.

8.9 Indemnification. To the fullest extent permitted by law, including section 725.08, Florida Statutes, ENGINEER hereby agrees to indemnify, defend, and hold harmless the TOWN, its officers, agents and employees, from and against 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 ENGINEER or its subcontractors, agents, officers, employees, independent contractors pursuant to the Continuing Contract, or anyone else for whose actions ENGINEER is responsible, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the ENGINEER and/or its subcontractors, agents, or employees in the performance of the operations or services under the Continuing Contract.

8.9.1 Errors and Omissions:

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

Florida in the locale whether the Project(s) is located. The ENGINEER is responsible for, and represents that the Work conforms to, TOWN's requirements as set forth in this Continuing Contract. The ENGINEER shall be and remain liable to the TOWN for all damages to the TOWN caused by the ENGINEER'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 ENGINEER shall, at its expense, re-perform the services to correct any deficiencies which result from the ENGINEER's failure to perform in accordance with the above standards. The TOWN shall notify the ENGINEER 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 Continuing Contract shall be construed to relieve the ENGINEER or any sub-consultant or subcontractor of its obligations and responsibilities hereunder or relating to this Continuing Contract, nor constitute a waiver of any of the TOWN's rights hereunder or of any cause of action arising out of the ENGINEER's performance under this Continuing Contract. The ENGINEER 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 ENGINEER or its sub-consultants and subcontractors to comply with the terms and conditions of this Continuing Contract or by the ENGINEER's or sub-consultants' or subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of Work. With respect to the performance of Work by sub-consultants and subcontractors, the ENGINEER shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

8.10 Patent and Copyright Indemnification. ENGINEER hereby 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.

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

8.12 No Damage for Delays by TOWN. ENGINEER'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 or caused in whole or in part by TOWN, shall be non-compensable. The TOWN shall act reasonably in granting extensions of time to the ENGINEER. All extensions to the time for performance shall be authorized only by written Change Order executed by the TOWN and ENGINEER. In no event shall the ENGINEER be entitled to any other relief or 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, inefficiency costs, impact damages or other similar remuneration.

8.13 Audit and Inspection Rights and Retention of Records by ENGINEER. The TOWN shall have the right to audit the books, records and accounts of ENGINEER that are related to this Continuing Contract. ENGINEER shall keep such books, records, and accounts as may be necessary in order to

record complete and correct entries related to this Continuing Contract. ENGINEER 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 or completion of ENGINEER's services hereunder, unless ENGINEER is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at ENGINEER's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or the aforementioned three (3) year period, 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 ENGINEER's records, ENGINEER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by ENGINEER. 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, ENGINEER shall respond to the reasonable inquiries of successor ENGINEERS, if any, and allow successor ENGINEERS to receive working papers relating to matters of continuing significance hereunder. In addition, ENGINEER 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.

8.14 Performance During Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute, regardless if noticed in writing between the TOWN and the ENGINEER, the ENGINEER and, if applicable, its consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms hereof, and the TOWN will continue to make payments to ENGINEER in accordance with the provisions of the Continuing Contract for any non-disputed items of Work.

8.15 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 ENGINEER of any responsibility or liability hereunder.

8.16 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 ENGINEER 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.

8.17 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.

8.18 Non-Discrimination. ENGINEER 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. ENGINEER 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. ENGINEER shall comply with all applicable sections of the Americans with Disabilities Act. ENGINEER agrees that compliance with this Article constitutes a material condition to this Continuing Contract, and that it is binding upon the ENGINEER, its successors, transferees, and assignees for the period during which any services are provided. ENGINEER further assures that all consultants and subcontractors and independent contractors are not in violation of the terms of this Paragraph.

8.19 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.

8.20 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.

8.21 Funding. The obligation of TOWN for payment to ENGINEER 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.

8.22 Manner of Performance. ENGINEER 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. ENGINEER 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. ENGINEER agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. ENGINEER 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 ENGINEER to comply with this Paragraph shall constitute a material breach of this Continuing Contract.

8.23 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 ENGINEER, only the exemption claimed. ENGINEER 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.

ENGINEER agrees to maintain public records in ENGINEER's possession or control in connections with ENGINEER's performance under this Continuing Contract 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. ENGINEER shall ensure that

public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. ENGINEER's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Continuing Contract by TOWN, without the requirement of advance written notice.

8.24 Public Entity Crimes. In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform services as an ENGINEER, 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 ENGINEER shall result in TOWN's immediate termination of this Continuing Contract, without the requirement of advance written notice.

8.25 Changes and Modification of Continuing Contract. TOWN and ENGINEER may request changes that would increase, decrease or otherwise modify the scope of services to be provided under this Continuing Contract and/or the time for performance. 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 ENGINEER, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

8.26 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 ENGINEER's performance of the services under this Continuing Contract, and ENGINEER shall be and remain liable to the TOWN for all damages to the TOWN caused by the ENGINEER'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 or in equity.

8.27 Gender/Word Use. Wherever the context so permits or requires, 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.

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

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

8.30 Equal Opportunity Employment.

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

C. ENGINEER 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).

8.31 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:
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
Attn: Andrew D. Berns
Town Administrator

With a copy to:
Arnstein & Lehr, LLP
200 Las Olas Boulevard, Suite 17000
Ft. Lauderdale, FL 33301
Attn: Keith M. Poliakoff, J.D.

AS TO ENGINEER:
Erdman Anthony of Florida, Inc.
James F. Noth, PE, PSM, Vice President
1402 Royal Palm Beach Boulevard, Suite 500
Royal Palm Beach, Florida 33411
Tel: 561-753-9723
Email: Nothj@erdmananthony.com

8.32 Independent Contractor. ENGINEER is an independent contractor of TOWN under this Continuing Contract. In providing services, neither ENGINEER 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 ENGINEER. This Continuing Contract shall not constitute or make the TOWN and ENGINEER a partnership or joint venture.

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

A. ENGINEER 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, ENGINEER 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 ENGINEER or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

8.34 Contingency Fee. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, 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 ENGINEER, 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.

8.35 Materiality and Waiver of Breach. TOWN and ENGINEER 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 continuing waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

8.36 Joint Preparation. The TOWN and ENGINEER 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.

8.37 Drug-Free Workplace. ENGINEER shall maintain a drug-free workplace.

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

8.39 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.

8.40 Truth-in-Negotiation Certificate. Signature of this Continuing Contract by ENGINEER 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.

8.41 Severability. If any provision of this Continuing Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Continuing Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have made and executed this Continuing Contract 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 13th day of November, 20 14.

[SIGNATURES ON NEXT PAGE]

WITNESSES:

[Signature]
[Signature]

ERDMAN ANTHONY OF FLORIDA, INC.

By: [Signature]
JAMES F. NOTH, PE, PSM, Vice President

5TH day of NOVEMBER 2014

WITNESSES:

[Signature]
[Signature]

TOWN OF SOUTHWEST RANCHES

By: [Signature]
JEFF NELSON, Mayor

13TH day of November 2014

WITNESSES:

[Signature]
[Signature]

By: [Signature]
ANDREW D. BERNS, Town Administrator

13TH day of November 2014

ATTEST:

[Signature]
Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Keith Poliakoff, J.D., Town Attorney

LIST OF EXHIBITS

EXHIBIT "A-1"	Notice to Proceed
EXHIBIT "A-2"	Standard Project Agreement
EXHIBIT "B"	List of Staff Rate and Reimbursable Schedule
EXHIBIT "C"	List of Claims/Statement of No Claims
EXHIBIT "D"	Certificates of Insurance

EXHIBIT "A-1"

Notice to Proceed (Sample Form)

RE: Continuing Contract for Professional Engineering Services between the Town of Southwest Ranches and _____.

Project Description:

This Notice to Proceed is issued as of this ____ day of _____, 20____, pursuant to that certain Continuing Contract for Professional Services ("Continuing Contract") between the Town of Southwest Ranches and ("ENGINEER"). In accordance with the Continuing Contract, the ENGINEER is hereby authorized and directed to perform the services required for the above referenced Project, and for the total compensation set forth in the Project Agreement attached hereto as Exhibit "1". All services shall be performed in accordance with the terms of the Continuing Contract and Project Agreement, and shall be completed within the time provided for in Exhibit "1"; provided, however, that the ENGINEER shall not perform services for any phase of the Project until a Project Agreement is executed by the TOWN as provided by the Continuing Contract. The date of commencement for the Project shall be effective as of the date of this Notice to Proceed.

Other conditions of this Notice to Proceed include:

Town of Southwest Ranches

By: _____
Andrew D. Berns, Town Administrator

Attest By:

Russell Muñiz, MMC, Town Clerk

EXHIBIT "A-2"

Standard Project Agreement (Sample Form)

EXHIBIT "B"

List of Staff Rate and Reimbursable Schedule

PROJECT/TASK BUDGET HOURS WORKSHEET

CLIENT NAME: _____ PROPOSAL # _____

PROJECT NAME: _____ PROJECT # _____

PROJECT MANAGER: _____

PROJECT START DATE: _____ PROJECT END DATE: _____

TASK START DATE: _____ TASK END DATE: _____

TASK COMPENSATION \$ AMOUNT (LS/T&M/NTE) _____

TASK DESCRIPTION: _____

Engineering design/permitting (Maximum 36 Characters)

TASK NUMBER: _____

TASK MANAGER: _____

Duty	Hours	Rate	Total
Code		Table	
1-Admin. Assistant		\$55.00	0.00
11-Technician CADD/Survey/Civil		\$75.00	0.00
50-Project Engineer		\$85.00	0.00
51-Senior Project Engineer		\$115.00	0.00
52-Professional Engineer (PE)		\$120.00	0.00
53-Junior Field Inspector		\$75.00	0.00
54-Field Inspector/Representative		\$90.00	0.00
60-Project Manager		\$125.00	0.00
61-Senior Project Manager		\$150.00	0.00
62-Vice President/Corporate Manager		\$175.00	0.00
70-Principal		\$200.00	0.00
72-Expert Witness Testimony		\$200.00	0.00
83-3D Laser Scanning		\$160.00	0.00
TOTAL			\$0.00

REIMBURSABLE EXPENSES

sub Consultant _____
 Blueprints/Repos _____
 Permit Fees _____
 Travel _____
 Equipment/Supplies _____

DIRECT EXPENSES

sub Consultant 0 _____
 Blueprints/Reprc 0 _____
 Permit Fees _____
 Travel _____
 Equipment/Supplies _____

TOTAL REIMBURSABLE EXPENSES \$0.00 TOTAL DIRECT EXPENSES \$0.00

GRAND TOTAL \$0.00

EXHIBIT "C"

List of Claims/Statement of No Claims

While from time to time Erdman Anthony has had to defend itself against claims brought against the company in the ordinary course of business, there have been no judgments against the company over the past 5 years and all of the claims have been resolved by mutual agreement among the parties without the need for litigation.

EXHIBIT "D"

Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/06/2014

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 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 Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble	CONTACT NAME: Thomas M. Mullard	
	PHONE (A/C, No, Ext): 585-385-0428	FAX (A/C, No): 585-662-5755
E-MAIL ADDRESS:		
INSURED Erdman Anthony and Assocs Inc. Erdman Anthony of Florida, Inc. 145 Culver Road, Suite 200 Rochester, NY 14620		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company
		NAIC # 37885
		INSURER B: INSURER C: INSURER D: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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	N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	A/E E&O			DPR9715504 RETRO DATE 1954	04/15/2014	04/15/2015	PER CLAIM 3,000,000 AGGREGATE 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense. Includes 30-day notice of cancellation.

CERTIFICATE HOLDER <p style="text-align: right;">TOWNSW1</p> TOWN OF SOUTHWEST RANCHES Attn: Andrew D. Berns 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 
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/06/2014

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 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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Mary-Beth Rumble	CONTACT NAME: Christopher Poole PHONE (A/C, No, Ext): 781-245-5400 E-MAIL ADDRESS:	FAX (A/C, No): 781-245-5463													
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INSURED Erdman Anthony and Associates Inc Erdman Anthony of Florida Inc 145 CULVER RD STE 200 ROCHESTER, NY 14620															

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		6801E70601A	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
B	AUTOMOBILE LIABILITY	X		BA9D242282	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (PER ACCIDENT) \$	
A	UMBRELLA LIAB	X		CUP4208T349	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 10,000,000	
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		UB41867814	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						Y/N	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						N	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate holder and all others required by written contract are additional insured. Includes 30-day notice of cancellation.

See Attached note pad

CERTIFICATE HOLDER

TOWNSW1

TOWN OF SOUTHWEST RANCHES
 Attn: Andrew D. Berns
 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

NOTEPAD:

HOLDER CODE **TOWNSW1**
INSURED'S NAME **Erdman Anthony and Associates**

ERDMA-2
OP ID: SM

PAGE 2
Date **11/06/2014**

List of attached endorsements:
General Liability: CGD3810907, CGD0370405 & ILT4001209
Auto Liability: CAT4370808 & CAT8050114
Umbrella Liability: UM04450506
Workers Comp: WC990611A