

RESOLUTION NO. R-CRA-2019-51

A RESOLUTION OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), RANKING CONSULTING FIRMS AND AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE HIGHEST RANKED FIRM TO PROVIDE PROFESSIONAL SERVICES FOR SURVEYING AND MAPPING SERVICES FOR THE PHASE 4 STREETScape AND A1A PROJECT.

WHEREAS, it is in the best interest of the CRA to enter into an agreement with one consultant to provide surveying and mapping services that are required to implement the Phase 4 Streetscape and A1A project in an expeditious fashion; and

WHEREAS, services to be accomplished under this contract include but are limited to construction layouts, boundary and topographic survey, preparation of sketches and legal descriptions, mapping, AutoCad drafting, calculations and other related survey and mapping services; and

WHEREAS, consulting services will be requested on an "as needed – when needed" basis and the term of the contract will be for the Phase 4 Streetscape and A1A project only; and

WHEREAS, the CRA has followed the procedures established in Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act, to procure services from such a consulting firm; and

WHEREAS, in accordance with the Consultants' Competitive Negotiation Act, the CRA advertised for Professional Services from mapping and surveying services consulting firms, and Statements of Qualifications were received from nine firms as follows:

- 1) Baxter & Woodman
- 2) Longitude Surveyors
- 3) Engenuity Group Inc.
- 4) F.R. Aleman & Associates, Inc.
- 5) Craven Thompson & Associates, Inc.
- 6) KCI
- 7) Gibbs Land Surveyors
- 8) Atkins North America, Inc.
- 9) Keith Engineering

and

WHEREAS, an Evaluation Committee comprised of in-house professionals, including one Director, one Senior Project Manager and one Project Manager, reviewed the Statements of Qualifications and ranked the firms based upon specific selection criteria; and

WHEREAS, it is the recommendation of the Evaluation Committee to rank the 11 firms in the following order for consideration on an as needed basis:

- 1) Gibbs Land Surveyor
- 2) Keith Engineering
- 3) Craven Thompson & Associates, Inc.
- 4) Baxter & Woodman
- 5) Atkins North America, Inc.
- 6) Longitude Surveyors
- 7) F.R. Aleman & Associates, Inc
- 8) KCI
- 9) Engenuity Group Inc.

; and

WHEREAS, the request for qualifications called for the top ranked firm to be selected to provide consulting services for the Phase 4 Streetscape and A1A project; and

WHEREAS, the cumulative amount of fees to be paid for services provided by the consultant under this contract shall not exceed \$1,000,000.00, and all related capital costs are subject to review and approval of the CRA Board prior to commencement of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it authorizes the negotiation and execution, by the appropriate CRA officials, of a contract with the top ranked firm, on as needed basis, to provide professional surveying and mapping services for the Phase 4 Streetscape and A1A project pursuant to the Consultants' Competitive Negotiation Act, in a form acceptable to the CRA Executive Director and approved as to form and legal sufficiency by the General Counsel.

Section 3: That if the appropriate CRA officials are unable to negotiate an agreement with the top ranked consulting firm, they are authorized to (i) terminate negotiations with the top ranked consulting firm; (ii) negotiate a contract with the remaining ranked firms in order until an agreement is negotiated, and (iii) execute the agreement that is successfully negotiated.

Section 4: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

RESOLUTION RANKING CONSULTING FIRMS AND AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE TOP RANKED FIRM TO PROVIDE PROFESSIONAL SURVEYING AND MAPPING SERVICES.

PASSED AND ADOPTED this 2nd day of October, 2019.

ATTEST:

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY



PHYLLIS LEWIS, BOARD SECRETARY



JOSH LEVY, CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the Hollywood, Florida Community Redevelopment Agency only.



DOUGLAS R. GONZALES
GENERAL COUNSEL

af

**HOLLYWOOD, FLORIDA,
COMMUNITY REDEVELOPMENT AGENCY**

PROFESSIONAL SERVICES AGREEMENT



SURVEYING AND MAPPING SERVICES

FOR

Phase 4 Streetscape and A1A

BCRA 19-001

**HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY
1948 HARRISON STREET
HOLLYWOOD, FL**

**HOLLYWOOD, FLORIDA
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PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY
("CRA" or "OWNER") AND GIBBS LAND SURVEYORS, INC.
FOR
PROFESSIONAL SERVICES

WHEREAS, the CRA, experiences a fluctuating workload required of its professional surveying and mapping staff which makes it impractical to hire all necessary expertise in-house; and

WHEREAS, it is in the best interests of the CRA to be able to obtain professional surveying and mapping services expeditiously when a need arises in connection with a study or a partial or complete capital improvement project; and

WHEREAS, the CRA has selected the Consultant in accordance with Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act), to provide professional surveying and mapping services as directed by the Executive Director of the CRA, for the Phase 4 Streetscape and A1A project with the terms and conditions of the Request for Qualifications (RFQ) used in the selection being a part of this document.

THIS AGREEMENT made this 5th day of November in the year Two Thousand 2019

BY AND BETWEEN HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY,
and Gibbs Land Surveyors, Inc. hereinafter called the "Consultant," as an

SURVEYING AND MAPPING CONSULTANT

WITNESSETH, that the Owner and the Consultant, for the considerations herein set forth, agree as follows:

**Professional Services Agreement
Surveying and Mapping Services
For
PHASE 4 STREETScape AND A1A PROJECT
Hollywood, Florida**

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SCOPE OF WORK

The Consultant shall furnish professional surveying and mapping Services for the project that will be needed, upon issuance of Consultant's Authorization to Proceed therefore by the Executive Director, specifically authorized by a Consultant's Authorization to Proceed issued by the Executive Director or his/her designee.

The Consultant shall furnish the following professional surveying and mapping Services as specifically authorized by Consultant's Authorization to Proceed issued by the Executive Director: various, but not as yet identified design surveys, construction layouts, boundary surveys, preparation of sketches and legal descriptions, mapping, AutoCAD drafting, calculations and other related survey and mapping projects.

The types of consulting services to be performed can include, but shall not be limited to the following:

1. Be able to provide a minimum of two (2) survey crews to work exclusively on CRA of Hollywood projects at the same time. Actual projects may vary.
2. Be able to assign at least one Professional Surveyor and Mapper to supervise each group of no greater than five (5) field crews.
3. Be able to provide crews competent in topographic surveys, construction layout and as-built surveys. On occasion, limited hydrographic work may be required. The consultant shall be responsible for providing the necessary personnel, equipment and expertise to perform this task. Hydrographic survey personnel need not be full-time employees of the consultant but their utilization must be approved by the CRA, prior to any work being done on these projects.
4. Survey needs to accurately depict rights of ways.
5. Elevation cross sections of 50 foot stationed intervals (10 feet spacing on pavement) need to be provided when topographic work is ordered. Right of way cross sections, need to include: Back of sidewalk, type and top of curb, gutter line, edge of pavement, centerline/median and intersection centerline.
6. Elevations must be accurate to 1/100 of a foot at all building entrances, driveways, sidewalk, top or curb, edge of pavement, and low points and 1/10 of a foot at natural ground.
7. All existing improvements should be located and identified on the survey (unless exclusively specified in the project scope) and includes but is not limited to: Buildings, manholes, pipe inverts, utility poles, utility boxes, fire hydrants, traffic signs, underground and overhead utilities, trees, fences, hedges, existing pavement markings and signal equipment.
8. Perform all survey work utilizing total stations capable of measuring angles to within 5 seconds of arc and collecting data electronically in a format compatible with appropriate surveying software.
9. Copies of the data collection files, field notes and other pertinent survey files may be requested by the CRA/City of Hollywood for any and all projects.
10. EaglePoint surveying software is recommended for use with the projects assigned under the terms of this proposal but is not required if an alternative software can create a similar output. The surveying software must produce all electronic survey files utilizing the City of Hollywood field codes and block definitions. The current field code libraries and block definitions will be provided with each assignment.

11. Produce all work in AutoCAD 2011 or a more recent version, compliant with the City of Hollywood CAD standards in force at the time of issuance of the task order.
12. Have sufficient support staff, technicians, clerks, word processors etc, to effectively process and deliver the work product.
13. Be accountable for all quality control associated with work done for the CRA\City of Hollywood under the terms of this agreement.
14. Keep current all required insurance coverage sufficient to cover the projected liability of all projects assigned to the consultant. The potential liability exposure will be determined for each project at the time of its assignment.
15. Be able to meet the agreed on deadlines for the projects assigned in any one calendar year. Any changes to the scope of work after a project is assigned will provide an opportunity to revisit the delivery schedule and revise it as needed.
16. Have access to and the expertise to operate GPS equipment to provide geographical or State Plane coordinate locations of control points or features as required.
17. Have sufficient supervisory and project management personnel to be able to attend reasonably scheduled meetings for project management, construction coordination and other project related issues, during normal working hours.
18. Be able to provide personnel as needed to work nights, weekends or public holidays if required.
19. Have an available email address to maintain communication with the CRA/City.
20. Have field crews with at least two individuals trained in first aid and at least one individual trained in working in confined spaces, trench safety and general jobsite safety. Crewmembers may be required to enter non-active sanitary manholes or work in open trenches.

The Executive Director may issue a Consultants Authorization to Proceed to encompass entire Basic Services (as defined in Section 2.01) for a project, or for a portion of Basic Services, or for discretionary tasks as specified in Sections 2.02 Additional Services or 2.03 Reimbursables.

It is understood that a Consultant's Authorization to Proceed will be issued under this Agreement at the sole discretion of the Executive Director and that the Consultant has no right to or privilege to receive a Consultant's Authorization to Proceed for any this project or task. The Owner reserves at all times the right to perform any and all surveying and mapping Services in-house, or with other private professional consultants as provided by Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act) or as otherwise provided by law.

This Agreement does not confer on the Consultant any exclusive rights to the CRA work. The Consultant may submit proposals for any professional services which the Consultant is qualified to perform, if and when proposals are publicly solicited by the Owner outside this Agreement.

The Owner will pay the Consultant a separate fee for each Authorization to Proceed issued.

The fees for Professional Services for each Authorization to Proceed shall be determined by one of the following three methods or a combination thereof, or as specified in the ATP as mutually agreed upon by the Executive Director of the CRA.

- (1) A Lump Sum (See Section 5.01A).
- (2) A Percentage of Construction Cost, as defined in Section 5.01B

(3) Hourly Rate, as defined and at the rates set forth in Section 5.01C.

The aggregate sum of all payments for fees and costs including reimbursable expenses to the Consultant under this Agreement shall be limited to total cumulative expenditures by the CRA of \$1,000,000.00 provided that total cumulative expenditures may exceed this amount as necessary for the consultant to complete any project that may begin before total cumulative expenditures reach \$1,00,000.00.

The Executive Director or his/her designee will confer with the Consultant before any Consultant's Authorization to Proceed is issued to discuss the scope of the Work, the time to complete the Work and the fee for services rendered in connection with the Work, provided that, where no agreement is reached as to the fee for a particular Authorization to Proceed, payment will be made in accordance with Section 5.01C.

Upon the request of the Executive Director, the Consultant will submit a proposal prior to the issuance of an Authorization to Proceed. No payment will be made for the Consultant's time or services in connection with the preparation of any such proposal or for any work done in the absence of an Authorization to Proceed.

ARTICLE 1
DEFINITIONS

- 1.01 ADDITIONAL SERVICES: Those surveying/mapping services defined in Section 2.02
- 1.02 BASIC SERVICES: Those surveying/mapping services defined in Section 2.01.
- 1.03 CITY MANAGER: The duly appointed chief executive officer of the Owner.
- 1.04 CITY OR OWNER: The CRA/City of Hollywood, Florida, a Florida Municipal Corporation, the public agency which is a party hereto and for which this contract is to be performed. In all respects hereunder, CITY's performance is pursuant to CITY's position as the owner of the project. In the event the CITY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to CITY's authority as a governmental body and shall not be attributable in any manner to CITY as a party to this contract.
- 1.05 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional surveyors and/or mappers, which has entered into the agreement to provide professional services to the Owner. The CONSULTANT for this agreement is GIBBS LAND SURVEYORS, INC.
- 1.06 CONSULTANT'S AUTHORIZATION TO PROCEED: A document issued by the Owner to the Consultant authorizing the performance of specific professional services, and stating the time for completion and the amount of fee authorized for such services.
- 1.07 CONTRACTOR OR CONSTRUCTION MANAGER (CM): An individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the Owner for construction of CRA/City of Hollywood, Florida, facilities and incidents thereto.
- 1.08 DIRECTOR: The Executive Director or the CRA, having the authority and responsibility for management of the specific projects authorized under this Agreement.
- 1.09 INSPECTOR: An employee of the CITY of Hollywood, Florida, assigned by the DIRECTOR to make observations of work performed by a Contractor.
- 1.10 PROJECT: The construction, alteration or repair, and all services and incidents thereto, of a City of Hollywood, Florida, facility as contemplated and budgeted by the Owner.
- 1.11 PROJECT MANAGER: An employee of the CRA/CITY of Hollywood, expressly designated as PROJECT MANAGER in writing by the DIRECTOR, who is the representative of the CRA/CITY, concerning the Contract Documents.

ARTICLE 2
CONSULTANT SERVICES AND RESPONSIBILITIES

2.01 BASIC SERVICES:

(Applicable in its entirety only to projects for which complete "Basic Services" are authorized)

The Consultant agrees to provide complete professional surveying and mapping services set forth in the Florida Building Code and the City of Hollywood, Florida, Code of Ordinances. Services normally required for a project of specific type, unless modified by a specific Authorization to Proceed, hereinafter collectively called "Basic Services," as follows:

On projects for which the CRA has contracted with a Construction Manager, the Consultant shall work in conjunction with the CM to establish goals and produce documents which meet the owner's objectives and budget.

2.02 ADDITIONAL SERVICES:

2.02A Additional Services as listed below are normally considered to be beyond the scope of the Basic Services as defined in this Agreement, and if authorized by an appropriate written authorization, will be compensated for as provided under Section 5.02.

- 1) Planning surveys, or comparative studies of prospective sites.
- 2) Providing services to investigate existing conditions of facilities or to make measured drawings thereof, after the Consultant has expended an amount of time deemed to be the normal requirement for renovation and alteration projects. The Consultant will be required to verify this expenditure in accordance with Article 6.
- 3) Investigation and making detailed appraisals and valuations of existing facilities, and surveys or inventories in connection with construction performed by the Owner.
- 4) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, providing, however, that the Consultant cannot testify against the CRA/City in any proceeding during the course of this Agreement.
- 5) Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted surveying/mapping practice related to construction.

2.03 REIMBURSABLES:

2.03A Reimbursables are those items authorized by the Owner in addition to the Basic and Additional Services and consist of actual expenditures made by the Consultant and the Consultants' employees, Subconsultants, and Special Subconsultants in the interest of the Work for the following purposes:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Dade-Broward-Palm Beach County area or from locations outside the Dade-Broward-Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Project Manager. Such pre-authorization will be subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses within the Dade-Broward-Palm Beach County area are not reimbursable.
- b) Identifiable communication expenses approved by the Project Manager, long distance telephone, courier and express mail between the CONSULTANT's various permanent offices. The CONSULTANT's field office at the Project site is not considered a permanent office.
- c) Cost of printing, reproduction or photography, which is required by or of CONSULTANT to deliver services, set forth in this Agreement.
- d) Identifiable testing costs approved by Project Manager.
- e) Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the Director and subject to all budgetary limitations of the CRA and requirements of Section 2.03 herein.

ARTICLE 3 SUBCONSULTANTS

3.01 DEFINITIONS:

3.01A A Subconsultant is a person or organization of properly registered professional surveyors and/or mappers, who has entered into a written agreement with the Consultant to furnish professional services for a project or task, described under Basic Services in Section 2.01 herein.

3.01B A Special Subconsultant is a person or organization who has entered into a written agreement with the Consultant to furnish professional services for a project or task described under Additional Services.

3.02 SUBCONSULTANTS' RELATIONS:

3.02A All services provided by the Subconsultants shall be pursuant to appropriate written agreements between the Consultant and the Subconsultants, which shall contain provisions that preserve and protect the rights of the Owner and the Consultant under this Agreement.

3.02B Nothing contained in this Agreement shall create any contractual or business relationship between the Owner and the Subconsultants. The Consultant acknowledges that Subconsultants are under his direction, control, supervision, retention and/or discharge.

3.02C The Consultant proposes to utilize the following Subconsultants:

NAME OF FIRM	CONSULTING SERVICE

The Consultant shall not change any Subconsultant without prior approval by the Executive Director, in response to a written request from the Consultant stating the reasons for any proposed substitution. Such approval shall not be unreasonably withheld or delayed by the DIRECTOR.

ARTICLE 4
THE OWNER'S RESPONSIBILITIES

4.01 INFORMATION FURNISHED:

The Owner, at its expense and insofar as performance under this Agreement may require, shall furnish the Consultant with the following information or may authorize the Consultant to provide the information as an Additional Reimbursable Service:

4.01A Complete and accurate surveys of building sites, giving boundary dimensions, locations of existing structures and/or trees, the grades and lines of street, pavement, and adjoining properties; the rights, restrictions, easements, boundaries, and topographic data of a building site, and such information as it has relative to sewer, water, gas and electrical services.

4.01B Soil borings or test pits; chemical, mechanical, structural, or other tests when deemed necessary; also, if required, an appropriate professional interpretation thereof and recommendations.

- 4.01C Information regarding Project Budget, City and State procedures, guidelines, forms, formats, and assistance required to establish a program as per Section 2.01A.
 - 4.01D Drawings representing as-built conditions at the time of original construction will be furnished to the Consultant; however, they are not warranted to represent conditions as of this date. The Consultant must perform field investigations as necessary in accordance with Article 2.02A(5) to obtain sufficient information to perform his services. Investigative services in excess of "Normal Requirements," as defined, must be authorized in advance.
 - 4.01E The services, information, surveys and reports required by Paragraphs 4.01A through 4.01C, inclusive, shall be furnished at the Owner's expense, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof, provided the Consultant reviews all of the information provided by the Owner (such as surveys & soil borings) to determine if additional information and/or testing is required to properly design the project.
 - 4.01F The Owner shall furnish the above information or authorize the Consultant to provide it as expeditiously as possible for the orderly progress of a project development.
- 4.02 PROJECT MANAGEMENT:
- 4.02A The Executive Director act in behalf of the Owner in all matters pertaining to this Agreement, and with the approval of the CRA Board, the Executive Director shall issue all Authorizations to Proceed to the Consultant. The Executive Director shall approve all invoices for payment to the Consultant.
 - 4.02B The Executive Director shall act as liaison between the Consultant and Owner. The Executive Director shall designate a Project Manager from the CRA staff to have general responsibility for management of a project or task through all phases. The Project Manager shall meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. The Project Manager shall also examine documents submitted by the Consultant, including invoices, and shall promptly render decisions and/or recommendations pertaining thereto, to avoid unreasonable delay in the progress of the Consultant's work.
 - 4.02C During the construction phase, the Consultant and the CRA staff shall assume the responsibilities described in the General Conditions and Supplementary Conditions of the Construction Contract.

ARTICLE 5
BASIS OF COMPENSATION