

**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**

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COMMUNITY REDEVELOPMENT AGENCY
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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

5.01 PROFESSIONAL SERVICE FEES:

The Owner agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, fees computed by one or a combination of the methods outlined under Sections 5.01A1, 5.01B, and 5.01C as applicable in the following manner:

5.01A Lump Sum:

- 1) The fee for a task or project may, at the option of the Owner, be a Fixed Sum as mutually agreed upon in writing by the Owner and the Consultant and stated in an Authorization to Proceed.
- 2) If a Fixed Sum is agreed upon as the "Basic Fee" for a project, payments to the Consultant on account of the fee shall be made on a percentage of the Basic Fee according to the Phase of the Work as indicated under Section 6.01.
- 3) If the Owner authorizes an increase or decrease in the scope of the project or the Total Authorized Design Value of the project, the Basic Fee may be adjusted in accordance with "Exhibit B" Rate Schedule or as mutually agreed upon.

It is understood that with Lump Sum Compensation, the Consultant shall perform all services for total compensation in the amount stated above. The CRA shall have no obligation or liability to pay any fee, expenditure, charge or cost beyond the Lump Sum Compensation amount stipulated.

5.01B Percentage of Construction Cost:

A percentage fee based on the Total Authorized Design Value of a project said percentage being hereinafter called the "Basic Fee," as mutually agreed upon in writing by the Owner and the Consultant and stated in an Authorization to Proceed. If the Owner authorizes an increase or decrease in the scope of the Project or the Total Authorized Design Value of the Project, the Basic Fee will be adjusted in accordance with "Exhibit A" Rate Schedule or as mutually agreed upon.

- 1) Fee Computation:
 - a. The Total Authorized Design Value shall be used and identified on the Authorization to Proceed as the basis for establishing the fee of Basic Services.
- 2) It is understood that with percentage compensation the Consultant shall perform all services for the stated percentage of the cost budgeted when the contract is signed.

5.01C Hourly Rate:

- 1) The fee shall be defined on an hourly rate as defined in Article 5.01E.
- 2) The following Principals may be employed on a project:

_____	_____
_____	_____
_____	_____

- 3) Personnel directly engaged on a project by the Consultant may include architects, engineers, designers, job captains, draftsmen, specifications writers, field accountants and inspectors engaged in consultation, research and design, production of drawings, specifications and related documents, construction inspection, and other services pertinent to a project during all phases thereof.
- 4) Any authorized reimbursable services fee shall not include charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. For all reimbursable services the Consultant will apply the multiplier of one- (1.0) times the amount expended by the Consultant. Owner authorized reproductions in excess of sets required at each phase of the work will be a Reimbursable Service.
- 5) Should overtime work be necessary, and authorized in advance by the Assistant Director of the Department of Public Services - Engineering & Construction Services Division, the compensation for such work shall be approved by the Director and stated in an Authorization to Proceed.
- 6) It is understood with an hourly rate fee that the fees will not exceed the hourly salary rate shown on "Exhibit A" and all services shall be performed on that basis.

5.01D Hourly Rates:

The hourly rate is defined as per "Exhibit A" Rate Schedule.

5.02 ADDITIONAL SERVICE/REIMBURSABLES FEE:

The Consultant may be authorized to perform Additional/Reimbursable Services as described under Sections 2.02 and 2.03. The fee for such services will be computed by one of the following methods:

- a) Mutually agreeable Fixed or Lump Sum, in accordance with Section 5.01A.
- b) Percentage of Construction Cost in accordance with Section 5.01B.
- c) Hourly Rate in accordance with Section 5.01C.

An independent and detailed Authorization to Proceed shall be required to be issued and signed by the Director for each additional service requested by the CRA. The Authorization to Proceed will specify the fee for such service and upper limit of the fee, which shall not be exceeded, and shall comply with the City of Hollywood Purchasing Ordinance and other applicable laws.

The Owner will reimburse the Consultant for authorized Reimbursable Services as verified by appropriate bills, invoices or statements.

- 5.03 Regardless of the method of compensation elected herein, this agreement and/or "Exhibit(s) A" as applicable, shall include all salary costs which include without limitation: A fringe benefit (e.g. sick leave, vacation, holiday, unemployment taxes, retirement, medical, insurance and unemployment benefits) factor and an overhead factor. At its discretion, the CRA may request a breakdown of overhead and fringe benefit factors, certified by Florida Certified Public Accountant. Subconsultant salary costs and Reimbursables shall be billed to the CRA in the actual amount paid by Consultant.
- 5.04 Absent an amendment to the agreement any maximum amounts stated for compensation, or percentage amounts of compensation, shall not be exceeded. In the event they are so exceeded, the CRA shall have no liability or responsibility for paying any amount of such excess, which will be at Consultant's own cost and expense.

ARTICLE 6 PAYMENTS TO THE CONSULTANT

6.01 PAYMENT FOR BASIC SERVICES:

Payments for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work. Said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation.

Partial payments, corresponding to the percentage of completion of the project, may be made according to the amount paid on account of the Construction Contract. If the Construction Contract Time is extended through no fault of the Consultant, the Consultant shall be compensated for any required professional services and for expenses not otherwise compensated for in connection with such time extensions, in accordance with Section 5.01C and Exhibit A," and as authorized by an Authorization to Proceed.

6.02 PAYMENT FOR ADDITIONAL/REIMBURSABLE SERVICES:

Payment for Additional Services may be requested monthly in proportion to the services performed. When such services are authorized as an hourly rate, the Consultant shall submit for approval by the Executive Director, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. The Consultant shall attach to the invoice all supporting data for payments made to Subconsultants engaged on the project or task.

In addition to the invoice, the Consultant shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

6.03 DEDUCTIONS:

No deductions shall be made from the Consultant's compensation on account of liquidated damages assessed against contractors or other sums withheld from payments to contractors.

6.04 PROJECT SUSPENSION:

If a project is suspended for the convenience of the Owner for more than three months or terminated without any cause in whole or in part, during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due and all appropriate and applicable terminal expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than three months, the Consultant's further compensation shall be subject to renegotiations.

ARTICLE 7
REUSE OF PLANS AND SPECIFICATIONS

7.01 SCOPE OF SERVICES:

It is understood that all Consultant agreements for new work will include the provision for the re-use of plans and specifications, at the Owner's sole option, by the Consultants agreeing to do work in accordance with the listed schedule, and by virtue of signing this agreement they agree to a re-use in accordance with this provision without the necessity of further approvals or documents being required and without recourse for such re-use. The Consultant shall bind all Sub-consultants to the Contract requirements for re-use of Plans and Specifications.

ARTICLE 8
GENERAL PROVISIONS

8.01 INDEMNIFICATION:

The CONSULTANT shall indemnify and hold harmless the CRA/CITY, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Contract. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed in any way to affect the sovereign immunity of the CRA/CITY or the rights of the CRA/CITY as set forth in Florida Statutes 768.28, as amended from time to time.

8.02 INSURANCE:

Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Consultant shall obtain insurance as specified in the schedules shown below. The Consultant will ensure that the insurance obtained will extend protection to all sub-Consultants engaged by the Consultant. As an alternative the Consultant may require all sub-Consultants to obtain insurance consistent with the schedules shown below.

The Consultant will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the CRA as specified below. Delays in the commencement of work, resulting from the failure of the Consultant to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Consultant's failure to provide satisfactory evidence.

The Consultant shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Consultant to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Consultant's failure to maintain the required insurance.

The Consultant shall provide, to the CRA, as satisfactory evidence of the required insurance, either:

1. Certificate of Insurance
2. Certified copy of the actual insurance policy

The CRA, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the CRA by the insurer.

The acceptance and/or approval of the Consultant's insurance shall not be construed as relieving the Consultant from any liability or obligation assumed under this contract or imposed by law. The CRA/City of Hollywood, Florida, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation. In addition, the CRA/City will be named as an Additional Insured and Loss Payee on all policies covering City-owned property. Any deviations from these General Insurance Requirements must be requested in writing on the CRA/City prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by the City's Risk Management Department.

8.02A INSURANCE LIMITS OF LIABILITY:

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Owner. All companies shall have a Florida resident agent and be rated a minimum A-VI, as per A.M. Best Company's Key Rating Guide, latest edition.

The Consultant shall furnish certificates of insurance to the Risk Management Director for review and approval prior to the execution of this agreement. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No failure to renew, material change or cancellation of, the insurance shall be effective without a 30-day prior written notice to and approval by the Owner.

1. Comprehensive General Liability:

Prior to the commencement of work governed by this contract, the Consultant shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- a. Premises Operations
- b. Products and Completed Operations
- c. Blanket Contractual Liability
- d. Personal Injury Liability
- e. Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,00.00 Combined Single Limit (CSL)

The CRA/City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

2. Comprehensive Automobile Liability:

Recognizing that the work governed by this contract requires the use of vehicles, the Consultant, prior to the commencement of work, shall obtain Vehicle Liability

Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,00.00 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$500,00.00 per Person

\$1,000,00.00 per Occurrence

\$100,00.00 Property Damage

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

3. Worker's Compensation Insurance:

Prior to the commencement of work governed by this contract, the Consultant shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Consultant shall obtain Employers' Liability Insurance with limits of not less than:

\$500,00.00 Bodily Injury by Accident

\$500,00.00 Bodily Injury by Disease, policy limits

\$500,00.00 > Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Consultant has been approved by the Florida's Department of Labor, as an authorized self-insurer, the City shall recognize and honor the Consultant's status. The Consultant may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Consultant's Excess Insurance Program.

If the Consultant participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Consultant may be required to submit updated financial statements from the fund upon request from the City.

4. Professional Liability Insurance:

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Consultant shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Consultant arising out of work governed by this contract.

The minimum limits of liability shall be:

\$1,000,00.00 per Occurrence / **\$2,000,00.00** Aggregate

8.03 PERFORMANCE:

8.03A Performance and Delegation:

The services to be performed hereunder shall be performed by the Consultant's own staff, unless otherwise approved by the Owner. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the Owner, to promptly remove and replace any personnel employed or retained by the Consultant, or any sub-consultants or subcontractors or any personnel of any such sub-consultants or subcontractors engaged by the Consultant, to provide and perform services or work pursuant to the requirements of this Agreement, whom the Owner shall request in writing to be removed, which request may be made by the Owner with or without cause.

8.03B Time For Performance:

The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Executive Director and to complete each Phase within the time stipulated in the Authorization to Proceed. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various Phases will be granted by the Owner should there be a delay on the part of the Owner in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

8.04 TERMINATION OF AGREEMENT:

8.04A Right to Terminate:

The Owner has the right to terminate this Agreement for any reason or no reason, upon seven days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents related to work authorized under this Agreement, whether finished or not, must be turned over to the Owner. The Consultant shall be paid in accordance with Section 6.04, provided that said documentation be turned over to Owners within ten (10)

business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due.

The Consultant shall have the right to terminate this agreement, in writing, following breach by the CRA, if breach of contract has not been corrected within sixty (60) days from the date of the CRA's receipt of a statement from Consultant specifying its breach of its duties under this agreement.

8.04B Annulment:

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the consultant, to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 9
MISCELLANEOUS

9.0 MISCELLANEOUS:

9.01 CONSULTANT'S ACCOUNT RECORDS:

The Owner reserves the right to audit the Consultant's accounts for bills submitted on Hourly Rate basis during the performance of this Agreement and for five (5) years after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Director, to approve any requests for payment by the Consultant.

9.02 OWNERSHIP OF DOCUMENTS:

Drawings and Specifications as instruments of service are and shall become the property of the Owner whether the Project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project.

The Drawings and Specifications can be used by the Owner on other projects, for additions to this Project, or for completion of this Project by others.

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

To the extent allowed by law, Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without Owner's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph.

9.03 MAINTENANCE OF RECORDS:

Consultant will keep adequate records and supporting documentation, which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Owner, or any duly authorized agents or representatives of Owner, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however such activity shall be conducted only during normal business hours.

9.04 EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

9.05 SUCCESSORS AND ASSIGNS:

The performance of this Agreement shall not be transferred, pledged, sold, delegated or assigned, in whole or in part, by the Consultant without the written consent of the Owner, acting by and through its CRA Board.

The Consultant and the Owner each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.06 TRUTH-IN-NEGOTIATION CERTIFICATE:

FOR CONSULTANT:

Stephen Seeley
2131 Hollywood Blvd
Suite 204
Hollywood, FL 33020

9.10 INTERPRETATION:

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.11 JOINT PREPARATION:

Preparation of this Agreement has been a joint effort of the CRA AND CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

9.12 PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

9.13 MEDIATION; WAIVER OF JURY TRIAL:

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design and /or construction of the subject project(s), and/or following the completion of the projects(s), the parties to this Agreement agree all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the

parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Broward County, State of Florida. The parties will split the costs of mediation on a 50/50 basis. The parties to this Agreement agree to include such similar contract provisions with all Subconsultants and/or independent contractors and/or consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

9.14 TIME:

Time is of the essence in this agreement.

9.15 COMPLIANCE WITH LAWS:

Consultant shall comply with all applicable laws, codes ordinances, rules, regulations and resolutions in performing its duties, responsibilities, and obligations related to this agreement.

IN WITNESS WHEREOF, the Hollywood, Florida, Community Redevelopment Agency has caused this Agreement to be executed by the undersigned and the seal of the CRA to be set hereto; and the said Consultant has caused this Agreement to be executed by the undersigned and the seal of the Consultant set hereto on this day and year first above written.

THE CITY OF HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY

ATTEST

Legal name of Partnership

Witness: _____

By: _____

Legal name (Title, if any)

WHEN THE CONSULTANT IS A JOINT VENTURE

Legal name of firm

Legal name firm

By: _____
Signature

By: _____
Signature

Legal name and title

Legal name and title

ATTEST

Witness

Witness

Witness

Witness