

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2849.22**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A CIVIL ENGINEERING AGREEMENT WITH KEITH & ASSOCIATES, INC. FOR THE RE-IMAGINED TWEDDLE PARK AND NEW TOWN WELLNESS CENTER AT THE CIVIC CENTER COMPLEX; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town wishes to engage Keith & Associates, Inc. ("Keith") for civil engineering services related to the Re-Imagined Tweddle Park and the design of a new Wellness Center; and

**WHEREAS**, Keith currently serves as the Engineer of Record for the new Civic Center Complex; and

**WHEREAS**, the Administration is recommending that we retain Keith for the civil engineering, drainage design, and other services associated with the projects at the Civic Center Complex; specifically the Re-Imagined Tweddle Park and the new Wellness Center and

**WHEREAS**, the Town Administration has successfully completed negotiations with Keith and come to an agreement which is attached to this Resolution as Exhibit "A" (the "Agreement"); and

**WHEREAS**, the Town Council wishes to approve the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Approval.** The Town Council hereby approves the Agreement, subject to the final approval of the Town Attorney as to legal sufficiency.

**Section 3. Contract and Implementation.** The Town Manager and Town Mayor are hereby authorized to negotiate and enter into a contract which incorporates the terms of the Proposal, and take all steps necessary to implement this Resolution. The contract is subject to the approval of the Town Attorney as to sufficiency in both form and substance.

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

The Motion to adopt the foregoing resolution was offered by Vice Mayor Mendal, seconded by Councilmember Lusskin and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, 22<sup>nd</sup> this day of November, 2022.

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MAYOR GLENN SINGER

ATTEST:

  
\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** November 22, 2022

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

Item Number:

8

**Subject:** Resolution No. 2849.22- Awarding an Agreement for  
Professional Services with Keith & Associates, Inc. for the  
Redesign of Tweddle Park & New Wellness Center

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**Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2849.22 as presented.

**Background:**

Keith & Associates, Inc. (KEITH), is the Town's current engineer for the Civic Center Project. As part of the civic center complex masterplan, the Town has decided to include a component for a reimagined tweddle park and a brand new state-of-the-art wellness center. KEITH already designed all of the drainage for the civic center building, and has also provided a design for the park spaces. The appropriate course of action would be to award KEITH the change order for the reimagined Tweddle Park. The Administration wishes to revise their scope of service to include both the reimagined Tweddle Park and the future Wellness Center Project.

**Fiscal Impact:**

An amount not to exceed \$70,000 coming from the \$7-million General Obligation Bond issuance.

## AGREEMENT FOR PROFESSIONAL SERVICES

~~July 26, 2022~~

November 8, 2022

Alexander Diaz, Town Manager  
Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, FL 33160  
Phone: (305) 932 – 0744  
E-mail: [AlexDiaz@goldenbeach.us](mailto:AlexDiaz@goldenbeach.us)

Project Name: Tweddle Park Redesign &  
Wellness Center Building  
Project Location: One Golden Beach Drive  
Golden Beach, FL 33160  
KEITH Project Number: 11155.M2

Dear Alexander Diaz:

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith and Associates, Inc. dba KEITH (CONSULTANT) and the Town of Golden Beach ("CLIENT") for professional services is submitted for your consideration and approval. The purpose of this Agreement is to outline the scope of services recommended by KEITH and accepted by CLIENT, and to establish the contractual conditions between KEITH and CLIENT with respect to the proposed services. KEITH will begin work within ten (10) days after receipt of a fully executed copy of this Agreement. Such receipt shall constitute written notice to proceed. This proposal will remain valid for sixty (60) days.

### PROJECT UNDERSTANDING

The CLIENT has requested that KEITH assist in the development of the redesign of Tweddle Park & Wellness Center Building. The PROJECT SITE is located at One Golden Beach Drive. The property consists of four (4) parcel(s) that include folio numbers 19-1235-004-1080, 19-1235-004-0630, 19-1235-004-0640 and 19-1235-004-1270 and the OWNER of the property is listed as Town of Golden Beach.

The project consists of the development of Tweddle Park and Wellness Center Building with the addition of several sports courts, children playground and dog parks. KEITH will proceed to develop Construction Documents since the preliminary site design has been approved by commission.

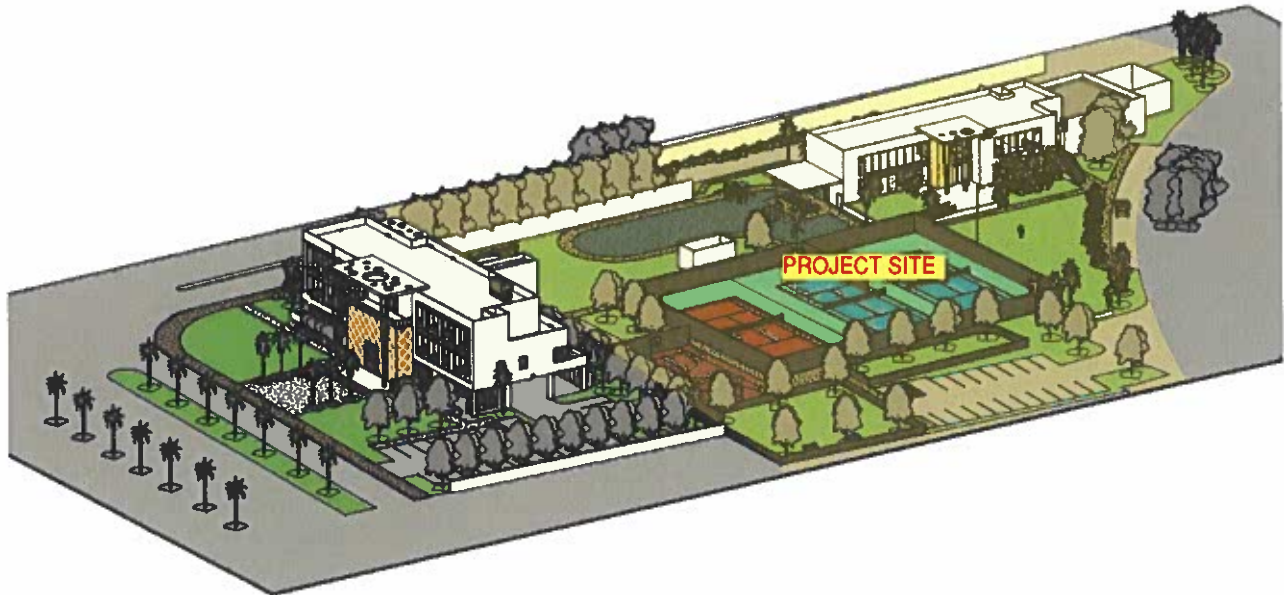
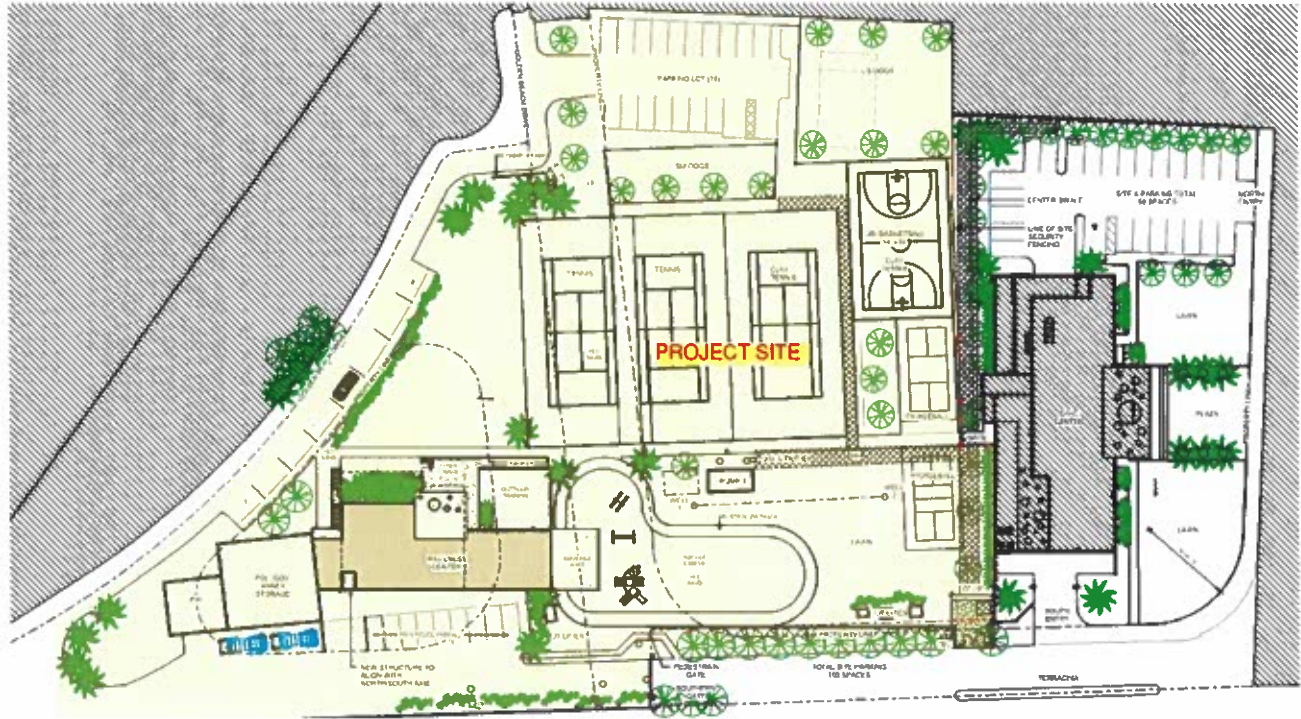
It is KEITH's understanding that the Town intends to maintain the same team of consultants and contractors that recently worked on the Civic Center for this project. KEITH will be responsible for the following disciplines: Survey, and Civil Engineering Services. The scope of work is specifically described on the following pages and does not include work by other necessary disciplines unless specifically noted in the contract. The CLIENT/OWNER is responsible for all other disciplines to complete the project.

KEITH has identified the following agencies that will require coordination, submittals and or permitting throughout the project: Golden Beach Building Department, Miami Dade Water & Sewer Department, DERM Water Control Section, DERM Wastewater Section, North Miami Beach Utilities and Florida Department of Health. If additional agency coordination is required, this will be included as a contract addendum.

The CLIENT is responsible to provide title work, program, and budget for the development. The CLIENT and/or other consultants will be responsible for providing KEITH with CAD files of the Site Plan, along with any available Geotechnical and Environmental reports previously prepared.

KEITH has not included any potential scope of work that is offsite. Offsite improvements that may result as a part of this project will be considered as additional service and contracted, if necessary, through an addendum to this agreement. KEITH will work to identify any potential offsite improvements as early as possible for the CLIENT/OWNER review.

### Project Areas – Site Map





## PROJECT SCOPE

KEITH will provide the below services to assist the CLIENT and Project Team.

### ☒ Survey

- ☐ ALTA/NSPS
- ☒ Topography
- ☒ Boundary
- ☐ Tree
- ☐ Sketch and Description
- ☐ Construction Layout
- ☐ Construction As-Built
- ☐ Other\_\_\_\_\_

### ☐ SUE

- ☐ Horizontal Designation
- ☐ Location Services
- ☐ Utility Mapping
- ☐ Records Research
- ☐ Other\_\_\_\_\_

### ☐ Planning Services

- ☐ Due Diligence
- ☐ Platting
- ☐ Rezoning
- ☐ Conditional Use Permit
- ☐ Right of Way Vacation
- ☐ Site Plan Processing and Coordination
- ☐ Site Plan / Project Coordination
- ☐ Other\_\_\_\_\_

### ☒ Civil Engineering Services

- ☒ Paving, Grading and Drainage
- ☒ Water Distribution and Sanitary Sewer
- ☒ Erosion Control Plan
- ☒ Engineering Permitting

### ☐ Transportation Engineering Services

- ☐ Major Roadway
- ☐ Minor Roadway
- ☐ Drainage
- ☐ Maintenance of Traffic Plans
- ☐ Quality Control
- ☐ Other\_\_\_\_\_

### ☐ Traffic Engineering Services

- ☐ Traffic Impact Study
- ☐ Traffic Impact Statement
- ☐ Parking Study
- ☐ Pavement Marking and Signage
- ☐ Signalization
- ☐ Roadway Lighting
- ☐ Other\_\_\_\_\_

### ☐ Landscape Architecture Services

- ☐ Hardscape and Paving
- ☐ Fine Grading
- ☐ Landscape
- ☐ Irrigation
- ☐ Site Lighting
- ☐ Pools or Water Features
- ☐ Specialty Features
- ☐ Tree Inventory & Analysis
- ☐ Other\_\_\_\_\_

### ☒ Construction/Program Management Services

- ☐ Permitting
- ☐ Bidding Assistance
- ☐ Building Permit Coordination
- ☒ Construction Observation
- ☒ Construction Certification
- ☐ Other\_\_\_\_\_

*It is assumed adequate service points already exist on-site or at the abutting site boundary or in the adjacent public right-of-way. No sewage pump station or offsite improvements or extensions, other than service connections, are anticipated under this Proposal.*



## DESCRIPTION OF SERVICES AND DELIVERABLES

### SURVEY SERVICES

#### **Task 101      Update Boundary and Topographic Survey**

KEITH shall update the existing Boundary and Topographic Survey of the site, as prepared by KEITH, dated August 5, 2020. Survey shall show the boundary lines together with surface improvements such as buildings, roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. Trees shall be noted by common name and trunk diameter. Storm and Sanitary structures shall be noted with the pipe invert elevation, diameter, material, and direction. Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations shall be shown at an interval of approximately 50 feet, including intermediate changes in grade. Areas of active construction shall not be noted but excluded from the survey.

### SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES (if required)

SUBSURFACE UTILITY ENGINEERING (SUE) Services are not included in this scope of work because the site plan has been modified not to encroach in the WASD Forcemain Easement. If required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

### PLANNING SERVICES

Planning Services such as Site Plan Preparation / Processing / Rezoning / Right-of-Ways and/or Easement Vacations / Plat Determination, Plat Processing and/or Plat Note Amendment and other Entitlements are not included in this scope of work. If required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

### CIVIL ENGINEERING SERVICES

#### **Task 401      Construction Documents (CD) – Final Engineering**

##### **Paving, Grading, and Drainage Plans**

KEITH shall prepare on-site paving, grading, and drainage construction plans, to support the proposed development, that meet the requirements of the jurisdictional regulatory agencies. Calculations shall be performed to address the impacts of the proposed development relating to the requirements for permit agency submittal. The stormwater management system will address water quality treatment and water quantity storage to meet the requirements of the jurisdictional agencies. It is anticipated that the proposed drainage system will consist of a series of catch basins, pipes, swales, and/or dry retention areas. Exfiltration trenches may be proposed for water quality treatment. Typical sections and standard paving and drainage details and notes for the construction of the paving, grading, and drainage system are included. Soils percolation tests to satisfy regulatory agency requirements will be performed by others as required.

No offsite roadway improvements beyond a direct driveway connection to the immediately adjacent road are anticipated and as such not included in this Agreement. Fees for these services will be submitted to CLIENT as additional services under a contract addendum if required.

##### **Pavement Marking & Signing Plans**

The CONSULTANT shall prepare a signing and pavement marking plan for the project that meets the requirements of the regulatory agencies. This plan shall include standard details and notes.

##### **Water Distribution and Sanitary Sewer Plans**

KEITH shall prepare combined water distribution and sanitary sewer system plans to service the proposed development. Water and sanitary sewer calculations shall be performed to address the impacts



of the proposed development relating to the requirements for permit agency submittal.

It is anticipated that all existing utility infrastructure is adequate to provide the required domestic water, fire, and sanitary sewer services to the proposed improvements. An evaluation of the existing infrastructure regarding capacity to service the proposed development will be made. Design services for Public Infrastructure improvements required to serve the proposed development will be addressed with a supplemental additional services agreement. These engineering services do not include the extension/replacement and/or upsizing of any water and/or sanitary sewer mains surrounding the site. Services associated with designing; and permitting any off-site infrastructure improvements (including off-site lift stations) required to provide service to the site will be addressed as additional services.

### **Erosion Control Plans**

KEITH shall prepare an Erosion Control Plan for the project that meets the requirements of the regulatory agencies and for the Contractor's use in preparing and processing the required Stormwater Pollution Prevention Plan (SWPPP), in compliance with the "Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)" through FDEP. The Erosion Control Plan(s) shall include standard details and notes to meet the requirements of the regulatory agencies.

### **Demolition Plan**

KEITH shall prepare a Demolition Plans incorporating removal of the existing improvements in conflict with the proposed facilities. This plan shall include standard details and notes. Should permitting be required for this work, it will need to be provided by a licensed demolition contractor.

*Note: The use of explosive demolition materials and the assessment for or removal of hazardous materials or toxic waste are not included in these services and will not be incorporated in the Demolition Plan.*

### **Deliverables**

1. Construction Documents (60% and Final Construction Documents) for above referenced Plans.
2. Specifications – For above referenced Design Elements (specifications may be included in the plan sheets or a separate document for inclusion in the Contract Document Specification book.)
3. Drainage Calculations as required.
4. Meetings and Team Coordination – During the specified duration in the project schedule, the KEITH team will attend all required meetings and coordination. It is assumed all meetings will be in South Florida.

### **Task 402 Engineering Permitting**

KEITH shall attend required pre-application meetings with agencies having jurisdiction over the facilities designed by KEITH, and prepare and submit the permit applications for the construction of the following improvements and process them through the following regulatory agencies:

#### **Development Review**

- Site Plan/Design Review (assumes site plan approval process to be led by CLIENT) – Town of Golden Beach.

#### **Water and Sewer System**

- Miami-Dade Water & Sewer Department – Sanitary Sewer.
- DERM Wastewater Section - Sanitary Sewer.
- DERM Potable Water Section – Water.
- City of North Miami Beach – Water.
- Florida Department of Health (FDOH) - Water





### **Paving, Grading, and Drainage System**

- DERM Water Control Section – Stormwater.
- City Engineering Division.

### **Pavement Markings and Signage**

- County Traffic Engineering Division.
- City Engineering.

If additional permits are required, KEITH shall process them and the fees for these additional services will be submitted to CLIENT as additional services under a contract addendum if required.

### **Deliverables**

1. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.

### **TRANSPORTATION ENGINEERING SERVICES**

Transportation Engineering Services are not included in this scope of work. If required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

### **TRAFFIC ENGINEERING SERVICES**

Traffic Engineering Services such as Traffic Data Collection, Traffic Impact Statement, Traffic Impact Study(ies) and/or Parking Study(ies) are not included in this scope of work. If required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

### **LANDSCAPE ARCHITECTURE SERVICES**

Landscape Architecture Services are not included in this scope of work. If required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

### **CONSTRUCTION / PROJECT MANAGEMENT SERVICES**

#### **Task 801 Construction Observation for Engineering Certification**

*KEITH shall provide construction engineering services in order to ensure the integrity of the design intent and certify to the CLIENT and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Any revisions or deviations to original construction documents, including but not limited to, substitutions and/or unforeseen conditions may impact schedule and will require additional fees. Services included are described as follows and are anticipated to take eight (8) months:*

#### **Shop Drawing Reviews**

KEITH shall review shop drawings, samples, and calculations, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. KEITH shall also determine the acceptability, subject to CLIENT approval, of substitute materials and equipment proposed by contractors.

#### **Periodic Site Visits and Construction Observation**

KEITH shall visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work. KEITH shall coordinate and attend one (1) Pre-construction Meetings. If required by the CLIENT, KEITH shall attend or participate in CLIENT scheduled coordination



and progress meetings or telephone conferences. These services will be invoiced on a time and material basis in accordance with our Professional Service Fee schedule (attached). Re-tests and failed inspections will be invoiced based on this same Fee schedule.

#### **As-builts Review**

KEITH will review the record drawings (as-builts) to ensure substantial conformance to the approved plans. KEITH will only review and reject any particular as-built plans set a maximum of two (2) times, any additional review will be considered additional services. The contractor will be expected to have the as-builts revised in accordance with all comments.

#### **Final Inspections**

KEITH shall participate, with the CLIENT's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of all incomplete, defective or deficient items. Upon notice from the CLIENT, participate in a final inspection together with CLIENT and contractor representatives to assure that all "Punch List" items are complete, and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing, that the work in-place is acceptable, subject to any conditions therein expressed. This service is anticipated to be one (1) inspection, additional inspection(s) will be invoiced based on the attached Fee schedule.

*NOTE: The Construction Observation for Engineering Certification fee is estimated, and this work will be done/billed on a time and material basis in accordance with our current Professional Service Fee Schedule. If billing reaches 75% an additional contract addendum will be submitted to the CLIENT. \**

### **Task 802      Construction Engineering**

#### **Issue Clarifications**

KEITH shall issue all instructions and revisions of the CLIENT to Contractor(s); issue necessary interpretations and clarifications of the contract documents; have authority, as the City's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under, and make decisions on all claims of the CLIENT and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

#### **Meetings and Conference calls**

KEITH shall attend and or participate in project meetings and conference calls as requested by the CLIENT and CITY. KEITH shall review requests for information prepared by the Contractor and respond accordingly to all parties. KEITH will prepare drawings supplemental information needed to address the contractor's request for information.

#### **Final Certification**

KEITH will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both KEITH and CLIENT.

Note: It is the Contractor's responsibility to coordinate through KEITH the scheduling of testing. KEITH shall represent the CLIENT in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

The Construction Engineering and Certification for the work is for an anticipated period of eight (8) months beyond the construction completion date for certifications.



We anticipate the following items requiring as-built certification:

- Water System
- Sanitary Sewer System
- Paving Grading and Drainage System

Note: Construction-related surveying (stakeout, as-built plans, etc.) and testing (densities, concrete, LBR'S, etc.) services are not included in this Agreement.

*NOTE: The Construction Engineering fee is estimated, and this work will be done/billed on a time and material basis in accordance with our current Professional Service Fee Schedule. If billing reaches 75% an additional contract addendum will be submitted to the CLIENT. \**



November 8, 2022 / Page 9 of 9  
 11155.M2-Tweddle Park Redesign & Wellness Center Building  
 Town of Golden Beach

## SCHEDULE

### SURVEY SERVICES

Task 101 Update Boundary and Topographic Survey 4 weeks

### CIVIL ENGINEERING SERVICES

Task 401 Construction Documents (CD) – Final Engineering 2 Month  
 Task 402 Engineering Permitting 4-6 Months

### CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 801 Construction Observation for Engineering Certification 8 Months  
 Task 802 Construction Engineering 8 Months

## COMPENSATION

### SURVEY SERVICES

Task 101 Update Boundary and Topographic Survey \$3,500 (Lump Sum)

### CIVIL ENGINEERING SERVICES

Task 401 Construction Documents (CD) – Final Engineering \$22,500 (Lump Sum)  
 Task 402 Engineering Permitting \$16,500 (Lump Sum)

### CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 801 Construction Observation for Engineering Certification\*\* \$18,500 (Hourly/NTE)\*  
 Task 802 Construction Engineering\*\* \$9,000 (Hourly/NTE)\*

**Total Fee \$70,000 + reimbursables**

\*\*Construction services compensation is based on the preliminary schematic.

If you concur with the foregoing as well as the attached General Terms and Conditions dated March 7, 2022 and wish to direct us to proceed with the aforementioned work, please execute the agreement in the space provided and return same to the undersigned with the required retainer.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT

KEITH

DocuSigned by:

*Alex Lazowick*

Alex Lazowick

080BFD99833146B

President

DATED: 12/7/2022

As to CLIENT

Town of Golden Beach

Signature: *[Signature]*

Print Name: *Glenn Sinsgen*

Title: *Mayor*

DATED: *12/01/2022*



Engineering Inspired Design.

## SCHEDULE

### SURVEY SERVICES

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IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT  
KEITH

\_\_\_\_\_  
Alex Lazowick  
President  
DATED: \_\_\_\_\_

As to CLIENT  
Town of Golden Beach

Signature: \_\_\_\_\_  
Print Name: Glenn Singer  
Title: Mayor  
DATED: 12/01/2022







## BILLING INFORMATION FORM

**Project Name:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

**Client Job/P.O Number:** \_\_\_\_\_

### CLIENT BILLING INFORMATION

**Company:** \_\_\_\_\_

**Attention:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email (for invoicing):** \_\_\_\_\_

**SPECIAL BILLING INSTRUCTIONS:**

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**PROPERTY OWNER IDENTIFICATION: (If other than above)**

Name: \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### I. COMPENSATION

#### A) Payments and Invoicing:

Invoices will be submitted by CONSULTANT to CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. CONSULTANT'S standard invoice format shall apply, and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts. On a Time and Material contract, invoices shall be submitted in accordance with our current professional service fee schedule as seen on "Exhibit A" attached.

In the event of any dispute concerning the accuracy of content of any invoice, CLIENT shall within seven (7) days from the date of said invoice, notify CONSULTANT in writing stating the exact nature and amount of the dispute. Any invoice that is not questioned within seven (7) days shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within seven (7) days, CLIENT shall be obligated to pay the undisputed portion of the invoice as set forth in below.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty (30) days from the date of invoice, CONSULTANT may, apply the retainer to the unpaid balance of the account and/or suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work, which will be negotiated when work is resumed.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, CONSULTANT may, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and costs.

The invoices referenced above, will be sent in accordance to the information as reflected on the "Billing Information Form" attached hereto.

**PAYMENT DELAY:** If the CONTRACTOR has received payment from the OWNER and if for any reason not the fault of KEITH (the SUBCONTRACTOR) does not receive a progress payment from the CONTRACTOR within seven (7) days after the date such payment is due; the SUBCONTRACTOR, upon giving an additional seven (7) days written notice to the CONTRACTOR, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the SUBCONTRACTOR has been received. The Subconsultant Amount and Time shall be adjusted by the amount of the SUBCONTRACTOR'S reasonable and verified cost of shutdown, delay and startup, which shall be affected by an appropriate Subcontractor Change Order.

#### B) Reimbursable Expenses:

CONSULTANT shall be reimbursed at actual cost incurred, plus a 10% carrying charge. Reimbursable expenses shall include but not be limited to the following items.

- A. Cost of black and white or color copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
- B. Travel associated with the project, including, but not limited to, mileage (standard IRS rate), business or first-class airfare, automobile rental, hotel and meals.
- C. Cost of postage and shipping expenses, including courier services.
- D. Cost for advertising, special models, renderings or other promotional materials not outlined in the scope of services

#### C) Additional Services:

The undertaking by CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. No other services, whether they may be interpreted as related, incidental or implied, shall be considered to be included in the scope of work of this proposal. If upon request of CLIENT, CONSULTANT agrees to perform additional services hereunder, CLIENT shall be obligated to pay CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT'S current professional fee schedule, plus reimbursable expenses as incurred by CONSULTANT, unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

Additional services shall include revisions to work previously performed that are required due to a change in the data or criteria furnished to CONSULTANT, a change in the scope or concept of the project initiated by CLIENT, or services that are required by changes in the requirements of public agencies after work under this Agreement has commenced.

If the preceding scope of services includes public agency permitting, our quoted fees/hours include services to respond to the agency's first RAI (Request for Additional Information). Additional agency requests or requirements shall be considered an increase to our scope of services.



## II. PROVISIONS RELATIVE TO THE SERVICES RENDERED

### A) Re-use of Documents:

All original documents, including, but not limited to, drawings, sketches, specifications, maps, as-built drawings, reports, test reports, etc., that result from CONSULTANT'S services pursuant or under this Agreement remain the sole property of CONSULTANT and are not intended or represented to be suitable for re-use by CLIENT or others.

CLIENT may, at their expense, obtain a set of reproducible copies of any maps and/or drawings prepared for them by CONSULTANT, in consideration of which CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of CONSULTANT. Any re-use without written verification of adaptation by CONSULTANT mandates that CLIENT indemnify and hold CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting there from.

Photographs of any completed project embodying the services of CONSULTANT provided hereunder may be made by CONSULTANT and shall be considered as its property and may be used for publication.

### B) Performance:

CONSULTANT shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations hereunder shall be extended by time period reasonably necessary to overcome the effects of such force majeure occurrences.

### C) Professional Standards:

All work performed by CONSULTANT will be in accordance with its professional standards and in accordance with all applicable government regulations. CONSULTANT will exercise its best efforts to obtain all governmental approvals contemplated under this Agreement. However, CONSULTANT does not warrant or represent that any government approval will be obtained.

Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by CLIENT, is in accordance with all applicable governmental regulations.

#### Technical Limitations for all Sub Surface Utility Coordination

Services will be provided with due diligence and in a manner consistent with standards of the subsurface utility locating industry. Every reasonable effort will be made to locate all utility systems of interest whether indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, located or exposed. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on record prints available to us. Typically, the horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR). Electromagnetic induction is a method in which a transmitted signal is applied to a metallic target. If the target is metallic and unbroken, the target can be traced and a receiver at the surface is used to detect the transmitted signal. If the signal cannot be applied directly to the target, induction may be produced from the surface. In this scenario bleed-off of the transmitted signal to an adjacent facility is possible, sometimes resulting in erroneous information. PVC, HDPE, concrete pipe and other non-metallic facilities cannot be located by electromagnetic methods. Power source detection is a technique used to locate naturally occurring magnetic fields that exist around cables while generating a signal (electric, telephone, CATV for example). Ground penetrating radar (GPR) is available to assist in locating non-metallic utilities and other facilities that are unidentifiable using traditional electromagnetic techniques. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control, such as the size, depth and conductivity of the target, the site conditions and access, soil conditions, depth to water table and the existence of adjacent buried materials and debris. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the facility marked on the ground surface. Facilities located from the surface are usually found within two feet of the surface mark. Once a possible facility has been located from the surface, vacuum excavation services should be used to visually verify and to provide the accurate horizontal location and vertical measurements (a test hole). Vacuum excavation techniques are used to provide a cost-effective service that causes minimal disturbance to the site, the utility, vehicle traffic, and is acceptable to the permitting agencies. The size of the test hole excavation is kept to a minimum, in most cases the nominal size of a test hole is 8" x 8". This service represents the best available data on subsurface utilities given a cost-effective investigation using air/vacuum excavation. Visual verification in the test hole below the water table is not possible. An air lance probe can be used in these instances to a reasonable depth of approximately 6 feet, although results to greater depths may be possible. The bottom of the utility pipe and conduit is sometimes not directly available and, in most cases, can be derived from the crown of the pipe and the pipe diameter. Pipes with a diameter of 16" or less can usually be determined by exposing a portion or the entire pipe as needed. If pipe diameter is critical on pipe facilities greater than 16", additional test holes may be required to obtain both edges. The bottom depth of multiple conduit and encased duct banks is determined by excavating down one edge of the utility. Additional test holes are needed to accurately document edges, configuration and top and bottom depths. Conditions under multiple or encased duct bank facilities cannot be excavated and therefore the existence of another facility cannot be confirmed. It is important to remember that the bottom edge of the facility may not represent its lowest point, and the shape or configuration of the facility may not be the same on both sides. Locating underground utilities is not an exact science. The reporting of a negative result (no facility found) should not be used as a positive determination that the subject area is clear of all facilities or that the facility does not exist. CLIENT shall hold harmless and indemnify KEITH against any losses because of limitations within the equipment, but not against negligence on the part of KEITH. Use of this service does not relieve interested parties from their responsibility to make required notification prior to excavation, nor does it relieve utility owners of their responsibility to mark the location of their facilities. KEITH will not be responsible for damage caused by others. KEITH will not be responsible for utilities that cannot be located with the equipment and techniques provided, or those located underneath



other utilities. If records research is not part of the scope of services, the utility owner's marks will be used to identify the utility. KEITH will not be responsible for correcting mistakes made by other locators. Where vacuum excavation services are used, and no utility is found at the mark provided by the utility at a depth of 5 feet, the excavation will be backfilled, referenced and invoiced as one test hole.

D) Opinions of Cost:

Since CONSULTANT does not have control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry. CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If, at any time, CLIENT wishes greater assurance as to the amount of any cost, CLIENT shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by CLIENT will be paid for as additional services hereunder by CLIENT.

If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, CONSULTANT shall be entitled to renegotiate the terms of this Agreement. CONSULTANT shall not be bound under this Agreement if modifications to the terms contained herein are made without the written consent of CONSULTANT (such consent to be signified by CONSULTANT'S initials next to each modification, and if a fully executed copy hereof is not received from CLIENT by CONSULTANT on or before sixty (60) calendar days from the date of execution by CONSULTANT.

E) Termination:

This Agreement may be terminated by either party upon seven (7) days written notice in event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For the purpose of this Agreement, the failure to pay any invoice submitted by CONSULTANT within sixty (60) days of the date of said invoice, shall be considered a substantial failure on behalf of CLIENT. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

F) Liability:

CONSULTANT is protected by Workmen's Compensation Insurance, Professional Liability Insurance and by Public Liability Insurance for bodily injury and property damage and will furnish certificates of insurance upon request. CONSULTANT agrees to hold CLIENT harmless from loss, damage, injury or liability arising solely from the negligent acts or omission of CONSULTANT, its employees, agents, subcontractors and their employees and agents, but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If CLIENT requires increased insurance coverage, CONSULTANT will, if specifically directed by CLIENT, secure additional insurance obtained at CLIENT'S expense.

CLIENT agrees that CONSULTANT'S aggregate liability to CLIENT and all construction and professional contractors and subcontractors employed directly or indirectly by CLIENT on the Project, due to or arising from CONSULTANT'S services under this Agreement or because of the relation hereby of CONSULTANT, its agents, employees or subcontractors, or otherwise, is and shall be limited to CONSULTANT'S total fees under this Agreement or \$50,000.00 whichever is greater. In no event shall CONSULTANT be liable for any indirect, special or consequential loss or damage arising out of the services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of CONSULTANT or otherwise.

CLIENT agrees that CONSULTANT shall have no liability to CLIENT, or to any person or entity employed directly or indirectly by CLIENT in the project for damages of any kind from services rendered by CONSULTANT relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of pollutants, whether or not, caused by the negligence of CONSULTANT.

**NO INDIVIDUAL LIABILITY. IN ACCORDANCE WITH FLORIDA STATUTE SECTION 558.0035, ANY CLAIMS ARISING OUT OF THIS AGREEMENT OR ANY ACTS, OMISSIONS OR NEGLIGENCE OF ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR ANY OTHER DESIGN PROFESSIONAL EMPLOYED BY CONSULTANT, INCLUDING BUT NOT LIMITED TO DESIGN PROFESSIONALS WHO MAY SIGN AND SEAL DOCUMENTS RELATED TO THE SERVICES, SHALL ONLY BE ASSERTED AGAINST CONSULTANT AND NOT AGAINST ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR INDIVIDUAL DESIGN PROFESSIONAL. AS REQUIRED BY FLORIDA STATUTE SECTION 558.0035, NO INDIVIDUAL DESIGN PROFESSIONAL IS A PARTY TO THIS AGREEMENT.**



G) Litigation:

In the event litigation in any way related to the services performed hereunder is initiated between CONSULTANT and CLIENT, the non-prevailing party shall reimburse the prevailing party for all of its reasonable attorney's fees and costs related to said litigation.

**III. CLIENT'S OBLIGATIONS:**

CLIENT shall provide CONSULTANT with all data, studies, surveys, plats and all other pertinent information concerning the Project. CLIENT shall designate a person to act with authority on CLIENT'S behalf with respect to all aspects of the Project. CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project. CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.

**IV. GENERAL PROVISIONS:**

A) Persons Bound by Agreement:

The persons bound by this Agreement are CONSULTANT and CLIENT and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives. This Agreement and any interest associated with this Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and sub-consultants as CONSULTANT may deem appropriate to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and CLIENT.

B) No Waiver or Modifications:

No waiver by CONSULTANT of any default shall operate as a waiver for any other default or be construed to be a waiver of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.

This Agreement, including all requests for additional services placed hereunder, express the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.

C) Governing Laws or Venue:

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation shall be Broward County, F





**EXHIBIT A PROFESSIONAL SERVICE FEE SCHEDULE**

	<u>Hourly Rate</u>
Senior Project Executive.....	\$400.00
Project Executive.....	\$350.00
Expert Witness.....	\$500.00
Government Liaison.....	\$400.00
Senior Project Manager.....	\$275.00
Project Manager III.....	\$225.00
Project Manager II.....	\$175.00
Project Manager I.....	\$150.00
Assistant Project Manager.....	\$100.00
Administrative Assistant.....	\$80.00
Engineer VI.....	\$250.00
Engineer V.....	\$225.00
Engineer IV.....	\$195.00
Engineer III.....	\$165.00
Engineer II.....	\$135.00
Engineer I.....	\$110.00
Senior Construction Manager.....	\$190.00
Construction Manager.....	\$160.00
Inspector III.....	\$125.00
Inspector II.....	\$100.00
Inspector I.....	\$90.00
Chief Surveyor.....	\$190.00
Sr. Surveyor & Mapper.....	\$180.00
Project Surveyor II.....	\$165.00
Project Surveyor I.....	\$150.00
Technician IV.....	\$140.00
Technician III.....	\$125.00
Technician II.....	\$110.00
Technician I.....	\$90.00
Chief Planner.....	\$190.00
Senior Planner.....	\$160.00
Planner IV.....	\$140.00
Planner III.....	\$125.00
Planner II.....	\$110.00
Planner I.....	\$90.00
Senior Landscape Architect.....	\$200.00
Landscape Architect II.....	\$165.00
Landscape Architect I.....	\$135.00
Arborist.....	\$140.00
Designer III.....	\$145.00
Designer II.....	\$135.00
Designer I.....	\$125.00
Chief Utility Coordinator.....	\$190.00
Senior Utility Coordinator.....	\$150.00
Utility Coordinator.....	\$110.00
Subsurface Utility Location Manager.....	\$140.00
Field Supervisor.....	\$90.00
Utility Designating/GPR.....	\$200.00
Survey Crew IV.....	\$250.00
Survey Crew III.....	\$200.00
Survey Crew II.....	\$150.00
Survey Crew I.....	\$100.00
Survey Static Laser Scanning.....	\$250.00
Survey Drone Crew.....	\$200.00
Impervious Coring >8".....	\$150.00/Each
Vacuum Excavation Test Hole (Pervious Surface).....	\$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface).....	\$450.00/Each
Effective 03/07/2022	



**EXHIBIT B****Direct Expenses****Cost per Unit****Photographic Copies****Color Copies**

a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14 or 11"x 17"	\$ 2.00
c) 24"x 36"	\$18.00

**Black & White Copies**

a) Any Size up to 11"x17"	\$ 0.15
b) 24"x 36" Blackline	\$ 2.00
c) 30" x 42" Blackline	\$ 2.00
d) 24"x 36" Mylar	\$15.00

**Laminating/Transparency Film Covers**

\$ 2.00

**Display Boards**

Mounted (Foam) 30"x 40"	\$42.00
Mounted (Foam) 40"x 60" and larger	\$70.00

**3 Ring Binders 1"**

\$ 1.00

**Dividers (Tabs) Set of 10**

\$ 0.80

**Acco/GBC Binding**

\$ 1.50

**Facsimiles**

\$ 2.00

**Overnight Packages**

per service

**Courier & Delivery Services**

per service

**Postage: 1st Class**

Current US Postal rate

**Mileage:**

Current IRS Standard Mileage rates

***Any other expenses will be billed at cost plus 10% carrying charge.***

**\*\*NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

Effective 01/01/2022





## **Maintenance Agreement Criteria**

### **Video Components Preventative Maintenance**

Once each 3 months, Hotwire will perform the following checks and services for video components listed in the town commercial services.

- Clean lenses and housing and check cameras for proper focus
- Review system logs for error messages and correct conditions
- Install applicable software updates and patches
- Check mounts and brackets to ensure fasteners are secure, free of rust/corrosion
- Check cables and connectors and signs of weathering, damage or other compromise
- Check software settings such as time/date, recording settings.
- Retrieve random segments of video from daytime and nighttime to ensure recording is working and images are acceptable.
- Check all cameras equipped with IR cut filter for proper operation.
- Replace any failed devices or components
- Check and replace consumables as necessary (filters, batteries, etc.)

### **Access Control Preventative Maintenance**

Once each 3 months, Hotwire will perform the following checks and services for access control components.

- Check Doors covered by access control system for proper operation (eg: opens and closes without binding)
- Check logs for signs of forced doors, held doors, or other issues and bring to the attention of personnel as appropriate
- Check user database for credentials that have not been used for at least 30 days or other credentials that may be eligible for deactivation and bring to the attention of personnel as appropriate, and delete/deactivate those credentials if instructed.

- Verify proper operation of emergency egress doors
- Verify system complies with local fire/building codes as applicable.

### Service and Standard Maintenance

Customer is entitled to the following as a part of this agreement:

- 24/7 Health monitoring of the entire system.
- Automatic dispatch for detected failures.
- Cleaning of outdoor devices as needed for optimal performance.
- Unlimited phone support
- Unlimited remote desktop support
- Software updates by device manufacturers installed at first available opportunity
- Overview training on new features delivered as part of software upgrades