

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Will Allen, Redevelopment Administrator/ (954) 797-2093

PREPARED BY: Will Allen

SUBJECT: Resolution

AFFECTED DISTRICT: District 1

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT RATIFICATION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO RATIFY THE AGREEMENT BETWEEN THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY AND CRAVEN THOMPSON & ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES FOR THE EASTSIDE DRAINAGE AND INFRASTRUCTURE IMPROVEMENT PROJECT FOR PHASES II AND III, AND PROVIDING FOR AN EFFECTIVE DATE. (\$589,000)

REPORT IN BRIEF: A contract between the Davie CRA and Craven Thompson & Associates, Inc. has been prepared by CRA Attorney, Sue Delegal. This contract is for engineering services related to planning for Phase II, Phase II A, and Phase III of the drainage areas on the Eastside. The contract includes not only the preparation of plans for drainage, water lines, sanitary sewer lines, and street improvements but also surveying services, processing the plans through various agencies and providing construction services during construction including providing as-built plans. The cost of the contract is \$589,000. It covers approximately four linear miles of street frontage. The proposed engineering services are approximately 16% of the estimated cost of improvements.

PREVIOUS ACTIONS: Craven Thompson & Associates, Inc. was selected as the firm to provide engineering services for the Eastside drainage improvement project by Town Council by Resolution No. R-2008-71.

CONCURRENCES: The CRA Board approved the contract in the amount of \$589,000 at their meeting of June 23, 2008.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$589,000

Account Name: CRA Special Projects 010-0405-515-0502

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Resolution, Contract and Resolution No. R-2008-71

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO RATIFY THE AGREEMENT BETWEEN THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY AND CRAVEN THOMPSON & ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES FOR THE EASTSIDE DRAINAGE AND INFRASTRUCTURE IMPROVEMENT PROJECT FOR PHASES II AND III OF THE DRAINAGE AREAS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town issued a Request for Proposal (B-08-27) for Engineering Services – Eastside Drainage and the Bid Specification Committee of the Town of Davie reviewed nine proposals from engineering firms and recommended that the firm of Craven Thompson & Associates, Inc. be ranked as the best qualified firm to perform these services, and

WHEREAS, the Town Council of the Town of Davie accepted the selection of Craven Thompson & Associates, Inc. as the firm best qualified to provide the required engineering services for the Eastside drainage improvement project by Resolution No. R-2008-71 on April 16, 2008, and authorized the Town Administrator or his designee to negotiate contracts for such services, and

WHEREAS, Craven Thompson & Associates prepared a proposal for Engineering Services including Phase II, Phase II A, and Phase III of the drainage areas including the related water, sanitary sewer and street improvements including surveying services, preparation of plans, processing the plans through various agencies, and providing construction services including providing as-built plans in the amount of \$589,000, and

WHEREAS, the Board of the Davie Community Redevelopment Agency met on June 23, 2008 and unanimously recommended approval of the agreement with Craven Thompson & Associates, Inc. in the amount of \$589,000.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA;

SECTION 1. The Town of Davie does hereby ratify the contract between the Town of Davie Community Redevelopment Agency and Craven Thompson & Associates, Inc. in the amount of \$589,000 for providing engineering services for the Eastside drainage and infrastructure improvement project for Phases II and III of the drainage areas.

SECTION 2. The Mayor is authorized to acknowledge such approval by affixing his signature to said Resolution.

SECTION 3. This Resolution shall take place immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008.

BER
ATTEST:

MAYOR/COUNCILMEM

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008.

AGREEMENT

THIS IS AN AGREEMENT, made and entered into this _____ day of _____, 2008, by and between:

DAVIE COMMUNITY REDEVELOPMENT AGENCY, a
_____,
having as its principal address 4700 SW 64th Avenue, Suite C,
Davie, Florida 33314 (the "CRA")

and

CRAVEN THOMPSON & ASSOCIATES, INC., a Florida
corporation, having as its principal address 3563 NW 53rd Street,
Fort Lauderdale, Florida 33309 (the "CONSULTANT").

WHEREAS, the Board of Commissioners of the CRA, at its meeting of June 23, 2008, authorized, by motion, the proper officials to execute an Agreement between CONSULTANT and CRA authorizing the performance of professional surveying and engineering consulting services in connection with Phases II, IIA and III of the master drainage plan for the Eastside Neighborhood Improvement Program (the "Project"); and

WHEREAS, the CONSULTANT is willing and able to render professional surveying and engineering consulting services for such Project for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

AGREEMENT: This contract between the CRA and CONSULTANT dated _____ 2008, and any duly authorized and executed amendments to Agreement.

CHANGE ORDER: A written order to the Contractor, addressing modifications to the contract documents, and establishing the basis of payment and contract time adjustment, if any for the work affected by such modifications. The CONSULTANT shall review and make recommendations to the CRA on any proposed Change Orders, for approval or other appropriate action by the CRA.

CRA or COMMUNITY REDEVELOPMENT AGENCY: The Davie Community Redevelopment Agency.

CONSULTANT: Craven Thompson & Associates, Inc., a Florida corporation, the CONSULTANT selected to perform professional services pursuant to this Agreement.

CONTRACT ADMINISTRATOR: The Redevelopment Administrator of the CRA, or his designee. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

NOTICE TO PROCEED: A written Notice to Proceed issued by the CRA.

PROJECT: Phase II, IIA and Phase III of the Eastside Neighborhood Improvement Program, master drainage plan, CT&A Project No. 02-0025-201-01, CT&A Proposal No. 2008-180.240(REVISED), as more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

1.0 SCOPE OF SERVICES

1.1 The CONSULTANT shall perform professional planning, engineering, and support services as described in Exhibit A, attached hereto and incorporated herein (the "Scope of Services").

1.2 In addition, the CONSULTANT shall conduct one (1) public meeting to present the Project to residents and property owners of the area affected by the Project at such time as directed by the Contract Administrator. The CONSULTANT shall provide individual notices sent by U.S. Mail to those persons, entities and property owners identified on a list to be provided by the Contract Administrator.

2.0 GENERAL PROVISIONS

2.1 Negotiations pertaining to the professional surveying and engineering services to be performed by the CONSULTANT have been undertaken between CONSULTANT and CRA representative(s), and this Agreement incorporates the results of such negotiation.

2.2 CONSULTANT shall include CRA's Project number or description as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

2.3 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed from the CRA for each element of the services performed as shown on Exhibit "A".

2.4 In the event CONSULTANT is unable to complete the services on the date or dates as provided in this Agreement because of delays resulting from the untimely review and approval by CRA and other governmental authorities having jurisdiction over the Project, CRA may grant an

appropriate extension of time for completion of the work. It shall be the responsibility of the CONSULTANT to notify the CRA promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the CRA of all facts and details related to the delay.

2.5 CONSULTANT shall prepare all drawings required by this Agreement using a format approved by the Contract Administrator. CONSULTANT shall supply all progress and final drawings on compact disk or other approved medium in a format which is ready for use and review by CRA. CONSULTANT shall prepare all drawings required in this Agreement on 24" x 36" sheets only, unless otherwise directed by Contract Administrator.

2.6 The CONSULTANT shall use its best efforts to include the use of materials and design standards and methods to obtain the most efficient and effective use of available resources.

3.0 PROJECT PHASES

3.1 The Project will be implemented in Phases (Phases II, IIA, and III). These Project Phases will include the following, as detailed in the Scope of Services:

- A. Surveying Services
- B. Engineering Services
- C. Construction Services

3.2 The services to be performed under each of these Phases are more particularly described in the attached Exhibit "A", and made a part hereof.

4.0 INTENTIONALLY OMITTED

5.0 COMPENSATION AND PAYMENT FOR SERVICES

5.1 CRA agrees to pay CONSULTANT for services provided by the CONSULTANT and its subcontractors under and as described in this Agreement, the Scope of Services, and any approved modifications or amendments thereto, the agreed upon lump sum amount or hourly rate as specified in the Scope of Services or subsequent modification or amendment to this Agreement. The fee for the services to be performed by CONSULTANT shall include all costs, expenses and fees except 5.6.

5.2 CONSULTANT may submit monthly invoices in the format and with supporting backup as required by CRA. Backup shall include, but not be limited to, receipts for expenses. CONSULTANT shall submit bills at the completion and approval of each task or phase or a portion of such tasks or phases on a pro-rata basis directly proportionate with the amount of work completed in the respective billing period. Included on each invoice submitted to the CRA shall be a summary of the following: (1) total authorized labor fee, (2) total authorized fee earned to date, (3) total authorized fee earned in invoice period, (4) retainage withheld (if any) by CRA, (5) retainage released (if any) to CONSULTANT, (6) total reimbursable expenses earned to date and

earned during the invoice period, (7) total payment due to CONSULTANT for invoice period. Each hourly rate and lump sum invoice shall include the following required backup:

5.2.1 Hourly Rate Invoices. Hourly rate invoices shall set forth the number of service hours rendered by each labor category. Detail shall be provided outlining the CONSULTANT staff utilized in each labor category set forth in the Hourly Fee Schedule included as part of the scope of Services. The hour per task of various CONSULTANT personnel set forth in any Hourly Rate Invoice for which the CONSULTANT seeks payments will require review and approval of the Contract Administrator prior to any payment of that Hourly Rate Invoice.

5.2.2 Lump Sum Invoices. Lump sum invoices, or lump sum elements of Hourly Rate Invoices, will require the Contract Administrator's review and approval prior to any payment of that Invoice or portion of that Invoice. CONSULTANT shall provide CRA with the percent complete of the Phase of work in addition to those other items required by this Section 5.0. CRA will review the percent complete of the authorized lump sum elements for reasonableness and approve payment consistent with the level of progress toward the defined lump sum scope element.

5.3 CRA shall make every effort to pay CONSULTANT for services rendered within thirty (30) calendar days from date of receipt of CONSULTANT's invoice, providing that said invoice is proper and complete. CRA will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CRA will inform CONSULTANT within thirty (30) working days by fax and by mail of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CRA.

5.4 CRA agrees to pay the CONSULTANT as compensation for the services provided pursuant to this Agreement, provided same were approved in advance by the CRA, an amount to be negotiated by the CRA and the CONSULTANT. The method of payment shall be in accordance with this Section 5.0.

5.5 CRA shall withhold a retainage from payments to the CONSULTANT until completion of services under each Phase of the work, at the CRA's discretion, in a manner satisfactory to CRA. For services performed, unless otherwise provided therein, ten percent (10%) of the total amount of fees from each invoice submitted by CONSULTANT for the services described, excluding compensable reimbursable expenses as described in Section 5.6. Upon the completion of the services described to the CRA's satisfaction or upon CRA's approval, CRA shall remit to CONSULTANT the ten percent (10%) portion previously withheld.

5.6 Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT's employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees herein. Compensable reimbursables shall include and are limited to only the following: 1) blue prints, mylars and xeroxing will be billed at cost; and 2) postage, overnight delivery, photographic services for enlargements, reductions, etc. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within

the Tri-County Area (Miami-Dade, Broward, and Palm Beach Counties) is not a compensable reimbursable.

6.0 TIME OF PERFORMANCE

6.1 CONSULTANT shall start the performance of services described herein within five (5) days after receipt of written Notice to Proceed by the CRA and shall complete all services within the mutually agreed to schedule as defined in the Scope of Services. CONSULTANT must receive the approval of the Contract Administrator, in writing, prior to beginning the performance of services in any subsequent Phases of this Agreement as defined in the Scope of Services. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may at his sole option require CONSULTANT to submit documents and drawings for his review and approval.

6.2 In the event CONSULTANT is unable to complete services on the date as established because of delays resulting from the untimely review and approval by CRA, or other causes beyond the control of CONSULTANT, and such delays are not the fault of CONSULTANT, CRA shall grant a reasonable extension of time for completion of the work. It shall be the responsibility of CONSULTANT to notify CRA promptly in writing whenever a delay is anticipated or experienced, and to inform CRA of all facts and details related to the delay.

7.0 ADDITIONAL SERVICES

7.1 CRA or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be in accordance with the provisions of applicable Florida law and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any extra work. CRA shall compensate CONSULTANT for such additional services based on the Hourly Rates set forth in the Scope of Services or on a lump sum basis, as negotiated by the parties.

8.0 INDEMNIFICATION OF CRA

8.1 CONSULTANT agrees to indemnify and hold harmless the CRA for all costs, losses and expenses except as limited below in Section 8.2, including but not limited to, damages to persons or property, including but not limited to judgments and attorney fees arising out of the negligent acts, errors, or omissions or the willful misconduct of the CONSULTANT, its agents, servants or employees in the performance of services under this Agreement. The covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to CONSULTANT's responsibility to indemnify the CRA.

8.2 It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights and responsibilities contained herein and the award of this Agreement to the CONSULTANT.

8.3 The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must be complied with as set forth below in Section 9.

8.4 Nothing herein shall constitute a waiver of the protections, immunities, and limitation of liability afforded CRA pursuant to Section 768.28, Florida Statutes.

9.0 INSURANCE

9.1 Prior to commencing work, the CONSULTANT shall provide CRA with certified copies of all insurance policies providing coverage as required.

9.2 The CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full period of the Agreement a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) **Professional Liability Insurance** in an amount not less than \$1,000,000.00 per occurrence.

(b) **Worker's Compensation and Employer's Liability Insurance** for all employees of the CONSULTANT engaged in work under the Agreement in accordance with the laws of the State of Florida. The CONSULTANT shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(c) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$500,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence:

- (1) Premises and Operations;
 - (2) Independent Contractors;
 - (3) Products and Completed Operations;
 - (4) Broad Form Property Damage;
 - (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in Contract;
 - (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted;
- and

(7) Explosion, collapse, underground coverage (X-C-U)

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

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence:

9.3 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CRA IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CORPORATION UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CRA. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CRA by certified mail.

9.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

9.5 The CONSULTANT is required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

10.0 ASSIGNMENT OF AGREEMENT

10.1 It is understood and agreed by both parties that this Agreement as a whole or in part cannot be assigned, sublet, or transferred by the CONSULTANT without prior written consent of the CRA.

11.0 EXAMINATION OF RECORDS

11.1 CONSULTANT shall maintain books, records, documents and other evidences directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, as of the date of execution of this Agreement. The CONSULTANT shall also maintain the financial information used by the CONSULTANT in the preparation of support of the cost submission on the date of execution for any negotiated agreement or amendment thereof and a copy of the cost summary submitted to the CRA. The CRA shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours for all hourly rate and cost plus fixed payment Task Orders. Such books and records shall be kept for a period of not less than five (5)

years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CRA of any fees or expenses based upon such entries. The CONSULTANT will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the CRA and the General Accounting Office. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and CONSULTANT acknowledges said laws possible application and its duty to comply therewith as required by law.

13.0 TERMINATION OF AGREEMENT

13.1 It is expressly understood and agreed that the CRA may terminate this Agreement at any time and at its discretion by giving the CONSULTANT notice by telephone, or personally to one of the officers of the CONSULTANT, confirmed by registered mail, return receipt requested, to the principal office of the CONSULTANT. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, it shall indemnify the CRA against any loss pertaining to this termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CRA and shall be delivered by CONSULTANT to the CRA within five (5) days of CRA's request. Upon payment of such sum by CRA to CONSULTANT, CRA shall have no further duties or obligations pursuant to or arising from this agreement. CONSULTANT shall have the right to terminate this agreement upon the substantial breach by the CRA of its obligations under this contract such as unreasonable delay in payment or non-payment of undisputed amounts.

14.0 OWNERSHIP OF DOCUMENTS

14.1 All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CRA.

14.2 Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CRA whether the Project for which they are made is executed or not, and are subject to reuse by the CRA in accordance with Section 287.055(11) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CRA or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve the CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of the CONSULTANT in connection with the proper use of documents prepared under this agreement. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the CRA and the CONSULTANT. This shall not limit

the CRA's reuse of preliminary or developmental plans or ideas incorporated therein, should the project be suspended or terminated prior to completion.

15.0 NOTICES

15.1 Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

CRA: Davie Community Redevelopment Agency
4700 SW 64th Avenuc, Suite C
Davie, Florida 33314
Attention: Will Allen, Redevelopment Administrator
Telephone: (954) 797-2093

CONSULTANT: Craven Thompson and Associates, Inc.
3563 NW 53rd Street
Fort Lauderdale, Florida 33309
Attention: _____
Telephone: (954) 739-6400

16.0 PERSONNEL

16.1 The parties acknowledge that the CONSULTANT has identified by name, by position in the firm, by services to be performed, by personnel classification, by qualification or any combination of same, certain key personnel and sub-consultants to perform certain portions of the services related to the Project and that CRA has relied on such identifications in selecting the CONSULTANT to perform the services described herein. CONSULTANT agrees that it shall submit to CRA, in writing, any proposed change, replacement or removal of such persons or sub-consultants from the Project or from the services they have been identified to perform for approval by the CRA.

17.0 REPRESENTATIVE OF CRA AND CONSULTANT

17.1 It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing, of one (1) or more individuals to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

17.2 CONSULTANT shall inform the Contract Administrator in writing of the representative of CONSULTANT to whom matters involving the conduct of the Project shall be addressed.

18.0 TAXES

18.1 CONSULTANT shall pay all applicable sales, consumer, use and other taxes required by law in force at the time of this Agreement. The CONSULTANT is responsible for reviewing the pertinent State statutes involving State taxes and complying with all requirements in force at the time of this Agreement. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and agreement for responsibility to pay.

19.0 TRUTH-IN-NEGOTIATION CERTIFICATE

19.1 Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CRA determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within four (4) years following the end of this Agreement.

20.0 EXPERTISE

20.1 CONSULTANT warrants that it has the experience necessary to design the Project and perform the services provided herein in accordance with commonly accepted engineering standards, and warrants that the completed Project, if built according to CONSULTANT's plans, will meet the design specifications set by or to be designed under this Agreement.

21.0 STATUTORY COMPLIANCE

21.1 CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the Town of Davie, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

22.0 PROHIBITED INTERESTS

22.1 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for 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 these provisions, CRA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

23.0 MISCELLANEOUS

23.1 Consent to Jurisdiction. The parties hereby irrevocably submit to the jurisdiction of the circuit court for the Seventeenth Judicial Circuit for the State of Florida or federal court in the

Southern District of the United States or any Florida state or federal court in any action arising out of relating to the Agreement, and hereby unanimously agree that all claims in respect of such action or proceedings may be heard and determined in such court. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida.

23.2 Governing Law. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

23.3 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

23.4 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

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

23.6 Attorneys Fees. If CRA or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation, to the extent permitted by Florida law, shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

23.7 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning this subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms thereof shall be predicated upon any prior representations or agreements whether oral or written.

23.8 Independent Contractor. CONSULTANT and CRA agree that CONSULTANT is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor employee of CONSULTANT shall be entitled to any benefits accorded CRA employees by virtue of the services provided under this Agreement. The CRA shall not be responsible for withholding or otherwise deducting federal income tax or social security, or for contributing to the State Industrial Insurance Program, otherwise assuming the duties of an employer with respect to CONSULTANT or any employee of CONSULTANT.

23.9 Waiver. Waiver by CRA of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CRA

WITNESSES:

DAVIE COMMUNITY REDEVELOPMENT
AGENCY

By _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

[INTENTIONALLY LEFT BLANK]

CONSULTANT

WITNESSES:

[Signature]

Jany Joyles

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Broward

CRAVEN THOMPSON & ASSOCIATES, INC.

By [Signature]
Print Name: Thomas M. McDonald
Title: President

The foregoing instrument was acknowledged before me this 11th day of July, 2008, by THOMAS M. McDONALD and _____ as _____ of Craven Thompson and Associates, Inc. on behalf of the corporation. They are personally known to me or have produced _____ as identification and did not (did) take an oath.

(SEAL) NOTARY PUBLIC-STATE OF FLORIDA
Patricia D. Joyce
Commission # DD514119
Expires: MAR. 23, 2010
Bonded Thru Atlantic Bonding Co., Inc.

Patricia D. Joyce
Notary Public, State of
(Signature of Notary taking
Acknowledgment)

PATRICIA D. JOYCE
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 3/23/10
DD514119
Commission Number

EXHIBIT "A" SCOPE OF SERVICES

PHASE II & IIA

PHASE II - The limits of Phase II are as follows: SW 38th Court from Davie Road to SW 60th Avenue, SW 60th Avenue from SW 38th Court to the 3.25 Acre Lake, SW 58th Court from the 3.25 Acre Lake to "L" Lake and SW 39th Court from "L" Lake to SW 56th Avenue, north along SW 56th Avenue to SW 39th Street east to SW 55th Avenue to the CBWCD N-5 Canal. Also, SW 38th Court, SW 37th Street, SW 37th Court, SW 38th Street and SW 38th Court from SW 55th Avenue west approximately 600 feet. The total length of roadways within Phase II of the Eastside Master Plan is approximately 9,000 linear feet.

PHASE IIA - The limits of Phase IIA are as follows: SW 41st Street and SW 56th Terrace, 56th Avenue, 55th, 54th Avenue and SW 42nd Street along with SW 42nd Street north through the Site to SW 61st Avenue at SW 38th Court. The approximate length of roadway outside of Phase II limits is 6,500 linear feet.

I. SURVEYING SERVICES

1.1 Topographic Survey within PHASE II (CTA Task No. 11246)

Prepare a Topographic Survey of approximately 9000 linear feet of right-of-way within Basins 2, 4, 5, and 6 in the Eastside Drainage Study area based on the Phasing Plan. The Survey will meet all of the current standards for surveying within the State of Florida, Broward County, and the Town of Davie. The limits of the survey will be the full right-of-way of each road defined by the Engineer. The survey to include the recovery of sufficient right-of-way boundary and control monumentation to determine right-of-way limits; location of the above ground visible improvements (i.e., walks, driveways, pavement, and utilities within the right-of-way limits) on the survey; and preparation of the survey in AutoCAD version 2006 or higher drawing file format. Benchmarks for vertical control will be established along each road relative to National Geodetic Vertical Datum of 1929 (NGVD29) and based on the Broward County benchmark system. Cross Section elevations will be measured every 50 feet along the entire route for the purpose of determining drainage flow. Typical cross sections will include: back of walk, front of walk, center of swale, edge of pavement, and top of curb at median. Rim elevations will be measured on all storm water catch basins and manholes, sanitary manholes, water main gate valve boxes, and any visible above ground feature which may be susceptible to changes in the finished asphalt grade.

Lump Sum \$31,500.00

Approximate time of completion: Four-Five (4-5) weeks after receipt of Notice to Proceed (weather permitting).

PHASE III

PHASE III - The limits of Phase III are SW 61st Avenue from SW 41st Place to SW 41st Court west to Davie Road and south on SW 62nd Avenue to Orange Drive. The area also includes SW 62nd Avenue from SW 42nd Street to Orange Drive. The total length of roadways within Phase III of the Eastside Master Plan is approximately 5,000 linear feet.

I. SURVEYING SERVICES

- 1.1 Topographic Survey within PHASE III (CTA Task No. 11246)
Prepare a Topographic Survey of approximately 5000 linear feet of right-of-way within Basin 1 in the Eastside Drainage Study area based on the Phasing Plan. The Survey will meet all of the current standards for surveying within the State of Florida, Broward County, and the Town of Davie. The limits of the survey will be the full right-of-way of each road defined by the Engineer. The survey to include the recovery of sufficient right-of-way boundary and control monumentation to determine right-of-way limits; location of the above ground visible improvements (i.e., walks, driveways, pavement, and utilities within the right-of-way limits) on the survey; and preparation of the survey in AutoCAD version 2006 or higher drawing file format. Benchmarks for vertical control will be established along each road relative to National Geodetic Vertical Datum of 1929 (NGVD29) and based on the Broward County benchmark system. Cross Section elevations will be measured every 50 feet along the entire route for the purpose of determining drainage flow. Typical cross sections will include: back of walk, front of walk, center of swale, edge of pavement, and top of curb at median. Rim elevations will be measured on all storm water catch basins and manholes, sanitary manholes, water main gate valve boxes, and any visible above ground feature which may be susceptible to changes in the finished asphalt grade.

Lump Sum \$17,500.00

- 1.2 Test Hole Locations (CTA Task No. 12100)
Locate up to 25 test holes within the Eastside Drainage Study area with accurate horizontal and vertical information in the form of x-y-z coordinates.

Lump Sum \$3,000.00

Approximate time of completion: One week (1) weeks after receipt of Notice to Proceed (weather permitting).

II. ENGINEERING SERVICES

- 2.1 Meeting Attendance (CTA Task No. 31100)
Meetings with representatives from the Town's public works, engineering and utilities departments together with representatives of local franchised utilities to obtain information on existing facilities within the subject rights of way.

Hourly Not to Exceed \$4,000.00

- 2.4 Prepare Sanitary Sewer Model Analysis and Schematic Design (CTA Task No. 32020)
 Prepare a schematic design for the sanitary sewer system on the east side of the Project Area and a sanitary sewer model analysis for the proposed Lift Station and associated force main to SW 54th Avenue to the tie-in point at 61st Avenue.
- Lump Sum* \$24,000.00
- 2.5 Prepare Water and Sanitary Sewer Plans (CTA Task No. 31040)
 Prepare final Water and Sewer Plans and specifications for proposed improvements to the existing water system and proposed sanitary sewer system with the limits of Phase II as described above.
- Lump Sum* \$43,500.00
- 2.6 Prepare Water and Sanitary Sewer Plans PHASE IIA (CTA Task No. 31040)
 The proposed improvements will include design of pipe systems for both water and sanitary sewer, lift station and associated force main, laterals, water services, etc. The extent of the potential sanitary sewer in the limits of Phase IIA as described above. These improvements will be required for the Phase II water and sanitary sewer upgrades as well as the future water and sanitary sewer system.
- Lump Sum* \$53,000.00
- 2.7 Prepare and process the following engineering permit applications (CTA Task No. 31080)
- Broward County Environmental Protection Department - Surface Water Management License
 - Broward County Environmental Protection Department - Wastewater Collection Permit
 - Broward County Health Department - Watermain Extension Permit
 - Broward County Traffic Engineering Division Plan Approval (*if required for pavement marking and signage*).
 - South Florida Water Management Division - Environmental Resource Permit Modification
 - Central Broward Water Control District - Permit
 - Broward County Highway and Construction Engineering Division Plan Approval (*if required*)
- Lump Sum* \$23,500.00

III. CONSTRUCTION SERVICES

- 3.1 Construction Observation (CTA Task No. 31120)
 Provide construction observation for the proposed improvements as required during the course of construction of the project. This includes inspections required by regulatory agencies and principal Governments, observation of testing and reporting of results and final inspection. Inspections will be based on the length of the Construction period of 365 days with an additional 30 days for Project Close out. The anticipated effort to provide these services sufficient to certify the Project to the Permitting Agencies is based on 300 work days at an average of 2 hours per day for a Senior Inspector, a Senior Engineer at 6 hours per week throughout the Construction Period and a total of 50 hours of a Principal Engineer. In addition to site inspections, construction services will also include attendance at pre-construction conferences and site meetings, review of shop drawings for specified materials and equipment and determination if the improvements are in substantial conformance with the contract plans. Provide project partial and/or final certifications, final close out documents, and submit as-built drawings to appropriate agencies. As-builts provided by Contractor sufficient for final acceptance to the Permitting Agencies. This does not include preparation of survey information for as-builts.
- Hourly, Not to Exceed* \$38,000.00
- TOTAL PHASE II & PHASE IIA* \$400,000.00

- 1.2 Topographic Survey outside of PHASE IIA (CTA Task No. 11246)
 Prepare a Topographic Survey of approximately 6500 linear feet of right-of-way within the Eastside Drainage Study area for the proposed Force Main route based on the Phasing Plan. The Survey will meet all of the current standards for surveying within the State of Florida, Broward County, and the Town of Davie. The limits of the survey will be the full right-of-way of each road as defined by the Engineer. The survey to include the recovery of sufficient right-of-way boundary and control monumentation to determine right-of-way limits; location of the above ground visible improvements (i.e., walks, driveways, pavement, and utilities within the right-of-way limits) on the survey; and preparation of the survey in AutoCAD version 2006 or higher drawing file format. Benchmarks for vertical control will be established along each road relative to National Geodetic Vertical Datum of 1929 (NGVD29) and based on the Broward County benchmark system. Cross Section elevations will be measured every 50 feet along the entire route for the purpose of determining drainage flow. Typical cross sections will include: back of walk, front of walk, center of swale, edge of pavement, and top of curb at median. Rim elevations will be measured on all storm water catch basins and manholes, sanitary manholes, water main gate valve boxes, and any visible above ground feature which may be susceptible to changes in the finished asphalt grade.

Lump Sum \$22,750.00

Approximate time of completion: Four-Five (4-5) weeks after receipt of Notice to Proceed (weather permitting).

- 1.3 Test Hole Locations (CTA Task No. 12100)
 Locate up to 50 test holes within the Eastside Drainage Study area with accurate horizontal and vertical information in the form of x-y-z coordinates.

Lump Sum \$3,750.00

Approximate time of completion: One week (1) weeks after receipt of Notice to Proceed (weather permitting).

II. ENGINEERING SERVICES

- 2.1 Meeting Attendance (CTA Task No. 31100)
 Meetings with representatives from the Town's public works, engineering and utilities departments together with representatives of local franchised utilities to obtain information on existing facilities within the subject rights of way.

Hourly Not to Exceed..... \$7,500.00

- 2.2 Test Hole Locations (CTA Task No. 33160)
 Test Hole locations of existing utilities to assist in design of proposed infrastructure.

Lump Sum \$19,500.00

- 2.3 Prepare Paving Grading and Drainage Plans (CTA Task No. 31030)
 Prepare final Paving Grading and Drainage Plans and Contract Documents for the proposed improvements based on the Eastside Master Drainage Plan. Improvements include storm drain, inlets, headwalls, drainage structures, swales, sidewalk, driveways and pavement markings and signage within the Right of Way and Lakes.

Lump Sum \$83,000.00

- 2.2 Test Hole Locations (CTA Task No. 33160)
 Test Hole locations of existing utilities to assist in design of proposed infrastructure.
- Lump Sum* \$10,000.00
- 2.3 Prepare Paving Grading and Drainage Plans (CTA Task No. 31030)
 Prepare final Paving Grading and Drainage Plans and specifications for the proposed improvements based on the Eastside Master Drainage Plan. Improvements include storm drain, inlets, headwalls, drainage structures, swales, sidewalk, driveways and pavement markings and signage within the Right of Way.
- Lump Sum* \$58,000.00
- 2.4 Prepare Water and Sanitary Sewer Plans (CTA Task No. 31040)
 Prepare final Water and Sewer Plans and specifications for proposed improvements to the existing water system and proposed sanitary sewer system with the limits of Phase II as described above.
- Lump Sum* \$36,000.00
- 2.5 Prepare and process the following engineering permit applications (CTA Task No. 31080)
- Broward County Environmental Protection Department - Surface Water Management License
 - Broward County Environmental Protection Department - Wastewater Collection Permit
 - Broward County Health Department - Watermain Extension Permit
 - Broward County Traffic Engineering Division Plan Approval (*if required for pavement marking and signage*).
 - South Florida Water Management Division - Environmental Resource Permit Modification
 - Central Broward Water Control District - Permit
 - Broward County Highway and Construction Engineering Division Plan Approval (*if required*)
- Lump Sum* \$15,500.00

III. CONSTRUCTION SERVICES

- 3.1 Construction Observation (CTA Task No. 31120)
 Provide construction observation for the proposed improvements as required during the course of construction of the project. This includes inspections required by regulatory agencies and principal Governments, observation of testing and reporting of results and final inspection. Inspections will be based on the length of the Construction period of

180 days with an additional 30 days for Project Close out. The anticipated effort to provide these services sufficient to certify the Project to the Permitting Agencies is based on 150 work days at an average of 2 hours per day for a Senior Inspector, a Senior Engineer at 6 hours per week throughout the Construction Period and a total of 16 hours of a Principal Engineer. In addition to site inspections, construction services will also include attendance at pre-construction conferences and site meetings, review of shop drawings for specified materials and equipment and determination if the improvements are in substantial conformance with the contract plans. Provide project partial and/or final certifications, final close out documents, and submit as-built drawings to appropriate agencies. As-builts provided by Contractor sufficient for final acceptance to the Permitting Agencies. This does not include preparation of survey information for as-builts.

Hourly, Not to Exceed \$45,000.00

TOTAL PHASE III \$189,000.00

TOTAL PHASE II, IIA & III \$589,000.00

Hourly Fee Schedule

Principal	\$210/Hour
Principal Engineer	\$175/Hour
Principal Surveyor	\$140/Hour
Principal Landscape Architect/Planner	\$140/Hour
Senior Engineer	\$115/Hour
Landscape Architect/Senior Planner	\$110/Hour
Professional Land Surveyor	\$105/Hour
Project Engineer/Surveyor/Planner/Biologist/Landscape Designer	\$100/Hour
Senior Field Representative	\$75/Hour
Senior CADD Technician	\$80/Hour
Technician	\$70/Hour
Field Representative	\$70/Hour
Clerical	\$50/Hour
Survey Field Crew	\$110/Hour
Survey Field Crew with GPS Equipment	\$150/Hour
Expert Witness Testimony	\$250/Hour
Court Appearances	\$250/Hour

RESOLUTION NO. R-2008-71

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF CRAVEN THOMPSON & ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE EASTSIDE DRAINAGE IMPROVEMENT PROJECT AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH ENGINEERING SERVICES.

WHEREAS, the Town solicited proposals to provide a engineering services for the eastside drainage improvement project; and

WHEREAS, the selection committee has selected Craven Thompson & Associates, Inc. as the firm best qualified to provide the required services; and

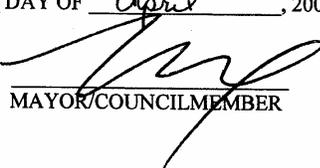
WHEREAS, it is in the Town's best interest to execute a contract for such engineering services.

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

SECTION 1. The Town Council of the Town of Davie does hereby accept the selection of Craven Thompson & Associates, Inc. as the firm best qualified to provide the required engineering services and authorizes the Town Administrator or his designee to negotiate an agreement for such software and training services and present that contract for approval at a future meeting date. Should no agreement be reached with the highest ranking firm, then the Town Administrator or his designee shall negotiate with the next ranked firm and present that agreement for approval.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 16th DAY OF April, 2008


MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS 16th DAY OF April, 2008