CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2700 / FAX (954) 535-1892
www.lauderdalelakes.org

CONTRACT #25-3110-02Q, PROFESSIONAL SURVEYING AND GEOTECHNICAL SERVICES FOR THE CITYWIDE DRAINAGE IMPROVEMENT PROJECT

This Contract is made as of the 29th day of October, 2025, between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("CITY"), and Craven, Thompson, & Associates, Inc., a Corporation, authorized to do business in the State of Florida, ("CONTRACTOR"), ("Parties"), whose Federal I.D. number is 59-0948029.

WHEREAS, the City of Lauderdale Lakes solicited proposals from qualified firms to provide Professional Surveying and Geotechnical Services for the Citywide Drainage Improvement, which closed on January 10, 2025, and

WHEREAS, at its meeting of October 28, 2025, by Resolution # 2025-132, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as Contract # 25-3110-02Q and

WHEREAS, the CONTRACTOR is willing and able to perform the work of providing a Professional Surveying and Geotechnical Services for the Citywide Drainage Improvement per the requirements set forth in the RFP 25-3110-02Q for the compensation and on the terms hereinafter set forth; and

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide Professional Surveying and Geotechnical Services for the Citywide Drainage Improvement services specifically set in the Scope of Work detailed in **Exhibit "A"** attached hereto and made part hereof.

The CITY's Representative/Liaison during the performance of this Contract shall be Maqsood Nasir, telephone (954) 535-2712 or mmnasir@lauderdalelakes.org.

ARTICLE 2 - TERM

The term of this agreement is through the completion of the project. There are no authorized extensions to perform other services not associated with this project.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the pricing structure according to **Exhibit "C", Schedule of Professional Fees (CTA Proposal NO 2025-H07.355(REVISED)**. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY's Accounts Payable Department.

CONTRACTOR, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONTRACTOR of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONTRACTOR the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONTRACTOR as to the disputed portions of the invoice.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY on an annual basis. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are waived by the CONTRACTOR.

Approval by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONTRACTOR, his employees, sub-contractors, agents and Contractors for the accuracy and competency of their designs, working drawings, and specifications or other documents and works; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for a defect or omission in designs, working drawings, and specifications or other documents prepared by the CONTRACTOR, his employees, sub-contractors, agents and Contractors.

Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONTRACTOR to stop work if funds are not appropriated and will pay CONTRACTOR for all work performed up to the time of the stop work notice.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

Said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The CITY shall exercise its rights under this Article 4 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. In the event the CITY elects to terminate this Contract without cause, however, the CITY shall pay the CONTRACTOR a termination fee of One Hundred Dollars ($100). After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

A. Stop work on the date to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

Termination for Convenience: The CITY, by written notice, may terminate this Contract, in whole or in part, when it is in the CITY's best interest. If this Contract is terminated, the CITY shall be liable only for the goods and services delivered and accepted. The CITY may provide the CONTRACTOR thirty (30) days prior notice before said termination becomes effective. However, at the CITY's prerogative, a termination for convenience may be effective immediately and may apply to release orders (if applicable) or to the Contract in whole.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local laws to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in **Exhibit "B",** must be made known to the CITY's Representative and written approval must be granted by the CITY's Representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subContractor or to reject the selection of a particular subContractor and to inspect all facilities of any subContractors in order to make a determination as to the capability of the subContractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONTRACTOR uses any subContractors on this project the following provisions of this Article shall apply:

If a subContractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subContractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subContractor by the CITY. The substitution of a subContractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The CONTRACTOR, its subContractors, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subContractor for work to be performed for the CITY the CONTRACTOR must incorporate the terms of this Contract.

ARTICLE 8 – INSURANCE

A. The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY's Representative prior to the commencement of operations. The Certificates shall clearly indicate that

the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

C. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000 per occurrence.

D. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of $1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

E. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

F. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

G. It shall be the responsibility of the CONTRACTOR to insure that all subContractors comply with the same insurance requirements referenced above.

H. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.

I. CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONTRACTOR.

J. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at it's sole option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

K. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and

shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 9 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Contract.

The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Contract shall represent the specific consideration for the CONTRACTOR's indemnification of the Owner. It is the specific intent of the parties hereto that the foregoing indemnification complies with applicable Florida Statutes.

The CONTRACTOR, without exemption, shall indemnify and hold harmless the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

It is further the specific intent of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" thereof.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above noted, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 11 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 12 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the CITY, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having such interest shall be employed in the performance hereof.

The CONTRACTOR shall promptly notify the CITY's Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest

or circumstance, the nature of work that the CONTRACTOR undertakes and request an opinion of the CITY, whether or not such association, interest or circumstances will in the CITY's opinion constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 13 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises as a result of a "Force Majeure." Force Majeure shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and total loss caused by fire and other similar unavoidable casualties, changes in federal, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the project, or other causes beyond the CONTRACTOR's control or by any other such causes which the CONTRACTOR and the CITY Commission decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.

ARTICLE 14 - PLEDGE OF CREDIT, ARREARS

The CONTRACTOR shall not pledge the CITY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials, in both hard copy and electronic mail, prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party directly or indirectly, without the CITY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, programs, database, reports and other data developed or purchased under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, contracts, representations and warranties made herein, or otherwise made in writing by any party hereto including, but not limited to, representations herein related to the disclosure or ownership of documents, shall survive this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR and all employees and/or agents of the CONTRACTOR are, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and

manner in which it and its employees perform the work and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONTRACTOR shall be responsible to the CITY for all work or services performed by the Contractor or any person or entity on the CONTRACTOR's behalf, in fulfillment of this Contract.

ARTICLE 17 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than it's bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon resulting from the Award or making of this Contract.

ARTICLE 18 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 19 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 20 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 21 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's Representative on an annual basis.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or

otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 24 - Modifications of Work.

ARTICLE 24 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, **in writing**:

(1) Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
(2) Notify the CITY of any estimated change in the completion date, and
(3) Advise the CITY if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a contract amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the authorized representative for the CITY.

Such changes, if any, shall be set forth in writing, which may be transmitted, at the CITY'S discretion, digitally.

ARTICLE 25 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

FOR CITY
Attn: City Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700 Ext. 2740

FOR CITY
Financial Services Department
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700 Ext. 2828

FOR CONTRACTOR
Attn: Richard G. Crawford, Jr. PSM
Craven, Thompson & Associates, Inc.
3563 NW 53rd Street,
Fort Lauderdale, Florida 33309

ARTICLE 26 - CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

ARTICLE 27 - JOINT PREPARATION

The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

ARTICLE 28 - WAIVER

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same or any other provision or the enforcement hereof. CITY's consent to of or approval of any act by Contractor requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent or approval of any subsequent act by Contractor requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

ARTICLE 29 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

ARTICLE 30 - EXHIBITS ARE INCLUSIONARY

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

ARTICLE 31 - CONTRACT DOCUMENTS

The Contract documents are as follows: Request for Proposal, Contract, Exhibits, Addenda, All Representations, and Warranties, to make this Contract.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

As to the CONTRACTOR on the 29th day of October, 2025

Corporate Seal

CRAVEN, THOMPSON & ASSOCIATES, INC

Witness

Richard Crawford, P.S.M., Vice President, Surveying & GIS

As to the CITY on the _____ day of _____, _____.

SEAL OF THE CITY OF LAUDERDALE LAKES

Pavitri Benasrie-Watson, Deputy City Clerk

Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

Exhibit A: Scope of Work
Exhibit B: Key Personnel/management team
Exhibit C: Schedule of Professional Fees

Email: aazamp@lauderdalelakes.org

October 2, 2025

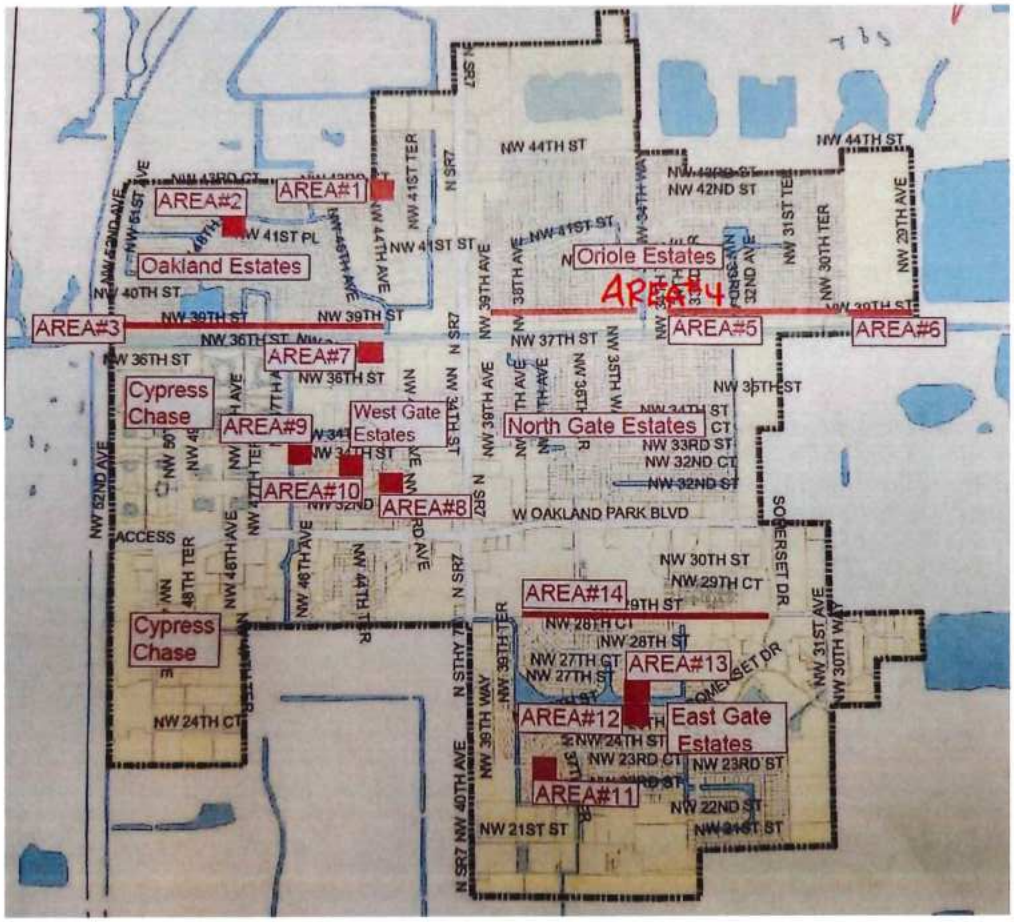
Aazam Piprawala, CERT SCM.
Procurement Administrator, Financial Services
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Florida 33319

RE: CITY OF LAUDERDALE LAKES
PROFESSIONAL SURVEYING AND GEOTECHNICAL SERVICES
RFQ NO. 25-3110-02Q
CTA PROPOSAL NO. 2025-H07.355 (REVISED)

Dear Mr. Piprawala,

The firm of Craven Thompson & Associates, Inc. (CTA) is pleased to provide the following proposal for surveying and geotechnical services.

SITE LIMITS:



CRAVEN THOMPSON
& ASSOCIATES INC.
Engineers
Planners
Surveyors
Landscape Architects

3563 NW 53rd Street
Fort Lauderdale, FL 33309-6311
Phone: (954) 739-6400
Fax: (954) 739-6409

I. SURVEYING SERVICES

1.1 Specific Topographic Surveys (CTA Task No. 11050)

Prepare a Topographic Survey of the canal and crossing at NW 34th Avenue.

- The Survey will meet current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as outlined in Chapter 5J-17 of the Florida Administrative Code.
- Recovery of sufficient existing boundary and/or right-of-way monumentation to determine the right-of-way lines needed to tie all visible improvements.
- Locations of all aboveground and visible improvements, including pavement, pavement markings, slabs, fences, signs, overhead wires, utility poles, trees, and other utility features within the limits of the existing rights of way within the Survey/Project Limits.
- Elevations for the intersections (Areas Nos. 1-2, & 7-13) will survey a detailed intersection survey at a 50-foot grid and measure cross sections 100-feet beyond the point of curvatures of the streets that come together at the intersections, plus high and low points from back of walk to back of walk.
- Elevations along the roadways (Area Nos. 3-6, & 14) will be taken at every 50-foot intervals, plus high and low points from back of walk to back of walk, plus 10 feet when accessible.
- Rims, inverts, and pipe sizes shall be measured on all sanitary and storm drainage structures found within approximately 100 feet of the project limits, if accessible and physically unobstructed; otherwise, they will be noted on the drawing. Maintenance of Traffic (MOT) is not included; if needed, it will be done at an additional cost.
- Elevation datum will be relative to North American Vertical Datum of 1988 (NAVD88), and based on Broward County, National Geodetic Survey (NGS), or Florida Department of Transportation (FDOT) benchmarks.
- Benchmarks will be provided within each of the project limits for future construction and will be noted on the survey drawing.
- The surveys will be in the projection: State Plane, Florida East Zone, NAD 83(2011), US Survey feet. The preparation of the survey drawing will be in AutoCAD Civil 3D, Version 2025 or higher, drawing file format.
- The final deliverable will be provided in hard copy, signed and sealed surveys (24"x36") as well as in PDF and AutoCAD format.

SURVEY FEE PER AREA

AREA NO. 1	*Lump Sum*	*$3,800.00*
AREA NO. 2	*Lump Sum*	*$3,800.00*
AREA NO. 3	*Lump Sum*	*$23,000.00*

AREA NO. 4	*Lump Sum*	*$14,000.00*
AREA NO. 5	*Lump Sum*	*$18,000.00*
AREA NO. 6	*Lump Sum*	*$9,000.00*
AREA NO. 7	*Lump Sum*	*$3,800.00*
AREA NO. 8	*Lump Sum*	*$3,800.00*
AREA NO. 9	*Lump Sum*	*$3,800.00*
AREA NO. 10	*Lump Sum*	*$3,800.00*
AREA NO. 11	*Lump Sum*	*$3,800.00*
AREA NO. 12	*Lump Sum*	*$3,800.00*
AREA NO. 13	*Lump Sum*	*$3,800.00*
AREA NO. 14	*Lump Sum*	*$20,000.00*

Lump Sum Total.....$118,200.00

II. <u>GEOTECHNICAL ENGINEERING SERVICES</u> (By Subconsultant Tierra South Florida, Inc.)

2.1 <u>Geotechnical Borings and Report</u> (CTA Task No. 11050)
The task shall include forty-one (41) Usual Open Holed Percolation Test.
The geotechnical results shall be provided in Summary Format

Lump Sum.....$54,325.00

<u>SUMMARY OF FEES</u>

I.	SURVEYING SERVICES	$118,200.00
II.	GEOTECHNICAL ENGINEERING SERVICES	$54,325.00
	GRAND TOTAL	**$172,525.00**

EXHIBIT "A"

1. Location: NW 43rd Ct and NW 42nd Terrace (26.179090, -80.207183)

2. Location: NW 42nd St and NW 48 Ave (26.177512, -80.213942)

3. Location: NW 39 ST (West) (26.173358, -80.211801)

4. Location: NW 39 ST(East) (26.173859, -80.198729)

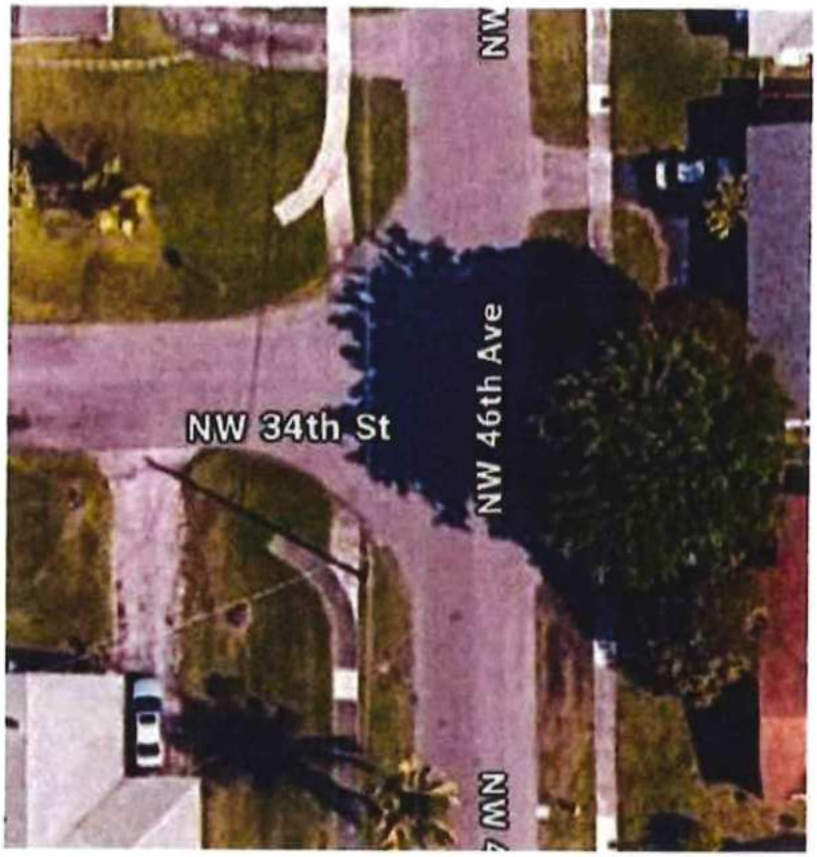
5. Location: NW 39 ST(East) (26.173945, -80.189812)

6. Location: NW 39 ST(East) (26.173597, -80.184310)

7. NW 43rd Ave and NW 43rd Ave (26.167257, -80.206532)

8. Location: NW 37 St and NW 44 Ave (26.172588, -80.207656)

9. Location: NW 46rd Ave and NW 34 st (26.168127, -80.210737)



10. Location: NW 34 St and NW 43rd Ave (26.167786, -80.208103)

11. Location: NW 24 St and NW 38 Ave (26.155713, -80.199702)

12. Location: NW 26 St and NW 5th Terr (26.157757, -80.195563)

13. Location: NW 27 St and NW 35th Terr (26.158818, -80.195641)

14. Location: NW 29 St

Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth.

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask that the Client recognize that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Additional requirements identified by the Client.
2. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "***Hourly Fee Schedule***" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

Hourly Fee Schedule

Civil Engineering Services

Principal Engineer	$300/Hour
Senior Supervising Engineer	$275/Hour
Senior Engineer	$200/Hour
Project Engineer	$170/Hour
Engineering Senior CADD Technician	$130/Hour

Land Surveying & Mapping Services

Principal Surveyor	$250/Hour
Professional Land Surveyor	$200/Hour
Project Surveyor	$170/Hour
Survey CADD / GIS Tech	$125/Hour
Survey Field Crew (1-Man Crew)	$130/Hour
Survey Field Crew (2-Man Crew)	$185/Hour
Survey Field Crew (3-Man Crew)	$250/Hour
Survey Crew with Laser Scan	$350/Hour

Landscape Architecture and Planning Services

Principal Landscape Architect / Principal Planner	$250/Hour
Senior Supervising Landscape Architect	$225/Hour
Senior Landscape Architect	$190/Hour
Senior Planner	$180/Hour
Landscape Architect	$175/Hour
Project Landscape Designer	$165/Hour
Land Planner	$165/Hour

Construction Administration Services

Director of Construction Management	$195/Hour
Construction Manager	$180/Hour
Senior Field Representative	$150/Hour
Field Representative	$125/Hour

Miscellaneous

Clerical	$95/Hour

Hourly Charges

Hourly work will be billed at our current prevailing rates; however, these are subject to change due to increasing labor and material costs. Hourly work performed outside of normal business hours will be billed at one and a half times the current rates for overtime. No notice of change in prevailing rates shall be required. The firm's normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. If the work is initiated but not concluded within said period, regardless of the reason therefore, the balance of the fee due shall be increased at the rate of one percent (1%) per month for each month the work continues until the work is complete. No prior notice of such adjustment shall be required.

Cost Estimates

In that our firm does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by our firm will be made on the basis of our experience and qualifications, but our firm does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. The firm recommends that you consult with the other professionals which you have employed in connection with the project.

Ownership of Documents

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product of the firm and a portion of the instruments of service with respect to the project. Such documents and/or specifications constitute a portion of the integral services provided by the firm and, as such, are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. The firm specifically disclaims any responsibility and/or liability for or in connection with the reuse of such documents and/or specifications or any use thereof beyond the scope of the Project as set forth herein. By your execution of this proposal, you agree to indemnify and hold the firm harmless from all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

Permits and Approvals

The permits and agency approvals mentioned above are those known to us to be required for projects of this kind, and we will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. The Client is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, we will notify you and respond promptly to the requirement.

Construction Requirements

At the time that the firm is authorized by you to perform professional engineering services involving design plans and permit requiring approval by governmental agencies, the firm will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for the firm to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be your responsibility to notify the firm of the commencement of any work so that the firm may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, the firm must also prepare and review the as-built drawings during and at the end of the construction period. All of the services described in this paragraph constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

The firm shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project or the maintenance thereof. The firm is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, the firm will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the firm by virtue of the undertakings or of its performance of the service hereunder. Absent bad faith in the performance of the work hereunder, the firm shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than

you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

The above stated services are the minimum level of services that the firm is obligated to perform. The firm currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

Permit Fees; Application Fees; Outside Consultant Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by the Client. Should our firm find it absolutely necessary to advance fees for the Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

Direct Charges

Unless otherwise specified, the above service fees do not include the following direct charges:

1. Blue prints, mylars and xeroxing will be billed at current price schedule per print copy. These prices are available upon request.
2. Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

LIABILITY

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Invoicing and Payment

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify firm within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which firm is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received within 45 days of the invoice date, Consultant may terminate this agreement or suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid. Client agrees to pay all costs of collection, including reasonable Attorney fees, should such action be required.

Client's Responsibilities

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

Acceptance

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time-period, we reserve the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with you, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.

RICHARD CRAWFORD, P.S.M.
Vice President, Surveying & GIS

RGC/tg

ACCEPTANCE OF PROPOSAL: The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

THIS PROPOSAL ACCEPTED BY:

_____
Name & Title

_____
Firm Name

_____
Date

_____
Telephone Number

_____
AP e-mail address for Invoices

LETTER OF TRANSMITTAL

Please Respond To:

☒ Craven Thompson & Associates, Inc.
3563 NW 53rd St.
Fort Lauderdale, FL 33309-6311
Phone: (954) 739-6400
Fax: (954) 739-6409

CRAVEN THOMPSON & ASSOCIATES, INC.
Engineers
Planners
Surveyors

Date: October 30, 2025

To: City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319

Re: Hard Copies of Agreement as Requested

Job # ----------

Attn Syed Zaman

We are sending you the following items

NO.	UNIT	DESCRIPTION
1	Copy	Signed Agreement

These are transmitted as checked below:

☐ For approval
☐ For your use
☒ As requested

☐ Sign & return
☐ For review & comment

VIA
☒ Hand deliver
☐ Pick up
☐ Regular mail

☐ Certified No_____
☐ FedEx

Remarks:

Copies to
Received by
Date

Signed: Richard G. Crawford Jr., RLS/PSM