

CRA RESOLUTION 2026-003

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A TASK ORDER WITH AE ENGINEERING, LLC TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH THE CONSTRUCTION OF A BUFFER WALL TO BE LOCATED ON THE EAST SIDE OF NW 31<sup>ST</sup> AVENUE BETWEEN NW 39<sup>TH</sup> STREET AND NW 43<sup>RD</sup> STREET FOR AN AMOUNT NOT TO EXCEED \$150,000,00; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lauderdale Lakes Community Redevelopment Agency (the "Agency") was established pursuant to Part III, Chapter 163, Florida Statutes, and the powers there under delegated by Broward County; and

WHEREAS, by Resolution No. 02-205, the City Commission of the City of Lauderdale Lakes adopted a community redevelopment plan as amended (the "Plan") for the community redevelopment area as fully described in that Resolution (the "Community Redevelopment Area"); and

WHEREAS, the Agency seeks to construct a buffer wall to be located on the East Side of NW 31<sup>st</sup> Avenue between NW 39<sup>h</sup> Street and NW 43<sup>rd</sup> Street ("Project"); and

WHEREAS, in accordance with the provisions of the Agency's procurement policies, and with the assistance of the City of Lauderdale Lakes Purchasing Division, staff solicited Requests for Qualifications for the provision of professional services for civil engineering services (the "Services") within the community redevelopment area and the City of Lauderdale Lakes; and

WHEREAS, AE Engineering, LLC, a Florida limited liability company was one of the firms that responded to the Request for Qualifications and was selected as a prequalified firm to provide services to both the City of Lauderdale Lakes and the CRA; and

WHEREAS, the Consultant submitted a Task Order to provide professional services for the proposed Project in an amount not to exceed \$150,000.00 ("Task Order");

and

WHEREAS, the Consultant desires to provide such services to the Agency and the Agency desires to engage the services of the Consultant as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION TO EXECUTE AGREEMENT: The Chairperson and Secretary are hereby authorized to execute the Task Order substantially within the form attached hereto as Exhibit "A" (the "Agreement") to provide engineering, construction drawings, and technical provisions as is more specifically set forth in the Agreement.

Section 3. AUTHORIZATION AND DIRECTION: The Chairperson, Secretary and the Executive Director of the CRA, on behalf of the Agency, are each hereby authorized to take such steps as shall be necessary and proper to carry out the purposes hereof.


Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

[Signatures are on following page]

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AT ITS REGULAR MEETING HELD FEBRUARY 17, 2026.

  
EASTON HARRISON, Chairperson

ATTEST:

  
PAVITRI BENASRIE-WATSON, CMC, Secretary



VOTE:

Chairperson Easton Harrison	<input checked="" type="checkbox"/>	(For)	<input type="checkbox"/>	(Against)	<input type="checkbox"/>	(Other)
Vice-Chairperson Sharon Thomas	<input checked="" type="checkbox"/>	(For)	<input type="checkbox"/>	(Against)	<input type="checkbox"/>	(Other)
Commissioner Tycie Causwell	<input checked="" type="checkbox"/>	(For)	<input type="checkbox"/>	(Against)	<input type="checkbox"/>	(Other)
Commissioner Veronica Edwards Phillips	<input type="checkbox"/>	(For)	<input type="checkbox"/>	(Against)	<input checked="" type="checkbox"/>	(Other)
Commissioner Karlene Maxwell-Williams	<input type="checkbox"/>	(For)	<input type="checkbox"/>	(Against)	<input checked="" type="checkbox"/>	(Other)



February 12, 2026

Ms. Celeste Dunmore  
CRA Executive Director  
Lauderdale Lakes CRA  
4300 NW 36<sup>th</sup> Street  
Lauderdale Lakes, FL 33319

Re: Proposal for the Lauderdale Lakes CRA NW 31<sup>st</sup> Avenue Buffer Wall Project

Dear Ms. Dunmore,

AE Engineering is pleased to submit this proposal for professional services to support the Lauderdale Lakes CRA Buffer Wall Project. Our team has recently coordinated with City and CRA representatives in the field and understands the importance of delivering a functional, durable, and aesthetically aligned buffer wall system that addresses community compatibility, right-of-way conditions, and long-term maintenance.

Based on the directions received during recent coordination meetings, AE is submitting a proposal to provide the following scope of services:

**Project Plans and Provisions** – including engineering services, construction drawings, and technical provisions. The precast wall manufacturer will provide the required engineering drawings.

We appreciate the opportunity to support the Lauderdale Lakes CRA on this important project and look forward to working collaboratively to advance it efficiently and successfully.

Our project understanding, project team, and scope of services are listed below. Estimated hours and fees are included within each description, and our total proposed lump sum fee and assumptions are listed after the scope.

### **PROJECT UNDERSTANDING**

Through recent discussions, field meetings, and review of conceptual materials, AE understands the following:

- Lauderdale Lakes CRA is pursuing a buffer wall to enhance privacy, security, and visual quality adjacent to a key corridor.
- Proposal to be submitted including:
  - Site plans and Design provisions (Contractor to provide wall manufacturer plans and specifications / AE to outline minimum provisions to be met by any provider)
- Local conditions include:

- Multiple existing utilities within the alignment
- Need for accurate legal descriptions, easements, and wall layout geometry
- Compatibility with local precast manufacturers, including vendors AE has used recently in the region
- Prior product examples (e.g., smooth precast panels, reinforced spread footers, column/panel reinforcement schedules) will serve as a conceptual baseline for the engineering approach.

The main challenges include utility conflicts, easement verification, and ensuring the design matches the capacities of available precast suppliers.

### **PROJECT TEAM**

AE, with Andres Atehortua, as the Project Manager, understands the importance of strong and sustained communication, particularly with an expedited schedule, tied to sound and quality design and engineering. Below is our proposed team for this project.

**Project Manager / Contract Administrator:** Andres Atehortua

**Lead Designer:** DJ Sosa

**Utility Coordinator:** Garrett Deick

**Structural Design Support:** Carl Osberg & Kate Jones

**Survey:** Lazaro E. Fleitas, P.S.M.

**Local Precast Vendor(s):** To be coordinated

#### **Subconsultants:**

CHP Engineers and Surveyors

### **SCOPE OF SERVICES**

#### **1.0 Project Management**

Andres Atehortua (AE Project Manager) will work closely with Ronald Desbrunes, PE (Public Works Director – City of Lauderdale Lakes) to ensure the project stays on time, remains within budget, and is delivered with high quality standards. Andres will also support coordination with other agencies as necessary. For project coordination, Andres will set up the bi-monthly progress meetings (assume 30-minute meetings). The progress meetings will include scope review, budget performance, and schedule updates.

#### **2.0 Topographic Survey**

AE will oversee subconsultant CHP Engineers in the performance of all the survey services required. CHP Engineers will complete a topographic survey to document existing conditions along the project corridor and provide the base mapping necessary for design.

Survey activities will include establishing horizontal and vertical control using GPS and total station methods, collecting field data on roadway features, drainage structures,

utilities, sidewalks, driveways, fences, landscaping limits, and trees within potential impact areas. Where appropriate, aerial LiDAR or drone data may be used and verified against surveyed control points.

AE will develop a CAD base map using standardized linework and symbology and incorporate available property boundary information to support easement evaluation. All survey data will be reviewed for accuracy and completeness, including verification of contours and utility information. The finalized topographic dataset will be used to support wall layout, structural design, and utility coordination.

### **3.0 Complete Design of Wall: Design Site and Structural Plan/Details/Calculations, Specifications, and Cost Estimate**

AE will serve as the Engineer of Record and lead the engineering effort to deliver a complete, permit-ready buffer wall design in compliance with FDOT standards, Florida Building Code requirements, and applicable municipal criteria. Design will begin with integration of refined topographic mapping and utility information to establish an accurate corridor model defining physical constraints, easement needs, and constructability considerations. Based on this framework, AE's structural and transportation engineers will develop a wall alignment that balances functionality, aesthetics, grading, drainage, and property impacts. Foundation options will be evaluated using site-specific geotechnical recommendations and design loading conditions typical of Florida soils and hydrologic environments.

As Engineer of Record, AE will prepare detailed wall sections, elevations, reinforcement schedules, foundation details, drainage features, and connection hardware consistent with the FDOT Design Manual, Structures Manual, and standard index criteria for precast wall systems. The design will incorporate Florida-approved precast components and be coordinated with local precast suppliers to ensure manufacturability and compliance with product control requirements. Engineering deliverables will include construction drawings at the 30%, 60%, 90%, and final stages, along with supporting calculations, specifications, and cost estimates. Required structural analyses will address wind loading, soil pressures, stability, and serviceability criteria. Coordination with utility owners, City and CRA staff will be maintained throughout design. At completion, AE will provide a fully coordinated, signed, and sealed plan set suitable for bidding and construction.

### **4.0 Utility Coordination**

Garrett Deick will lead utility coordination to ensure the proposed buffer wall and construction activities are compatible with existing utilities along the corridor. AE will review available utility records and survey data to identify facilities and potential conflicts early in the design process. Any discrepancies will be addressed through coordination with utility owners and, if necessary, additional field verification.

AE will maintain a utility coordination log, communicate design concepts and schedules, and coordinate directly with utility owners to resolve conflicts. Where issues arise, AE will evaluate practical design adjustments to minimize impacts or relocations. All coordination

efforts and decisions will be documented and communicated to the City and CRA to support a fully coordinated, constructible set of plans.

### **5.0 Bidding and Award**

AE will support the CRA and City throughout the bidding and award process by preparing clear and comprehensive bid documents and responding to contractor inquiries to ensure a thorough understanding of project requirements. Our team will assist with the preparation and issuance of addenda, provide clarifications of design intent, and coordinate any necessary updates to the plans or specifications during the advertisement period.

AE will participate in the pre-bid meeting, review bids for completeness and conformance with the contract documents, and provide the City with a written recommendation for award based on bidder responsiveness, responsibility, and overall value.

### **6.0 Public Information and Outreach Coordination**

AE will provide Public Information and Outreach coordination services to support resident communication related to easement access and survey activities. These services will include coordination with City, CRA staff and the survey subconsultant to facilitate property access, communicate survey schedules, and address resident questions or concerns. AE will assist with notifying affected residents of upcoming survey work, coordinating access for survey crews, and supporting the easement process as needed to minimize disruptions and ensure efficient completion of survey activities.

### **ASSUMPTIONS**

AE has based the scope of work and fee upon the following assumptions.

1. Notice to proceed begins March 2026
2. Final plans complete September 2026
3. City to provide available utility records, and easement documents.
4. ROW & Access – city to secure all necessary right-of-entry permissions for field work, including survey access to private properties
5. Public Engagement & Communication – city staff will serve as the primary contact for all stakeholder outreach and resident communications

### **PROPOSED FEE**

Our budget was developed based on our understanding of the scope and experience with past construction projects in the City of Lauderdale Lakes. We estimate a lump sum of **\$150,000.**

The proposed scope and fee presented herein represents our complete understanding of the project based on discussions with City staff. If you have any questions or concerns, please feel free to contact Andres Atehortua at [AndresA@AEeng.com](mailto:AndresA@AEeng.com) (786)236-0791.

Once again, we appreciate the opportunity to submit this proposal and look forward to working with you and your staff.

Sincerely,

AE Engineering

*Shandra Ganious*

Shandra Ganious  
Project Manager

**ACCEPTED BY:**

Lauderdale Lakes Community  
Redevelopment Agency

By: *Earlton Harris*

Date: 2/18/2026

Attest: \_\_\_\_\_



**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY  
AND  
AE ENGINEERING, LLC**

This Contract is made as of this 17<sup>th</sup> day of February, 2026 by and between the LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, referred to as "CRA", and AE ENGINEERING, LLC a Florida limited liability company, hereinafter referred to as the "CONSULTANT".

**WHEREAS**, The Agency is responsible for carrying out community redevelopment activities and projects in the community redevelopment area of the City of Lauderdale Lakes ("City"); and

**WHEREAS**, in accordance with the provisions of the Agency's procurement policies, and with the assistance of the City's Purchasing Division, staff solicited Requests for Qualifications for the provision of professional services in the areas of engineering services (the "Services") throughout the City and within the community redevelopment area; and

**WHEREAS**, CONSULTANT was one of the firms recommended to provide the services identified in the Request for Qualifications for both the City and CRA; and

**WHEREAS**, the Agency has entered into a continuing service agreement with CONSULTANT based upon the qualifications and price proposal submitted in response to a competitive Request for Qualifications process; and

**WHEREAS**, the CRA desires to construct a buffer wall to be located on the East Side of NW 31<sup>st</sup> Avenue between NW 39<sup>th</sup> Street and NW 43<sup>rd</sup> Street (the "Project"); and

**WHEREAS**, engineering services, construction drawings and technical provisions as is more specifically set forth in the Agreement set forth as Exhibit "A" attached hereto.; and

**WHEREAS**, the prequalified CONSULTANT submitted a Task Order to provide services for the Project in an amount not to exceed \$150,000.00; and

**WHEREAS**, the CONSULTANT desires to provide such services to the CRA and the CRA desires to engage the services of the CONSULTANT as set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the CRA and the CONSULTANT agree as follows:

**ARTICLE 1 – SERVICES AND FEES**

The CONSULTANT'S responsibility under this Contract is to provide the Services set forth in Exhibit A for an amount not to exceed \$150,000.00. The CONSULTANT shall be issued a

work order for all services required by the CRA. The CONSULTANT shall not undertake any services unless included in a work order.

The CRA'S representative/liaison during the performance of this Contract shall be Celeste Dunmore, CRA Executive Director. The Project Manager shall be Ronald Desbrunes, Director of Public Works.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services upon approval of the attached scope of services or any amendments.

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. Generally - The CRA agrees to compensate the CONSULTANT per the attached Scope of Services in Exhibit "A" or, including any approved pass-through costs provided in the attached Scope of Services.
- B. Payments – Invoices from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CRA within thirty days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CRA requires clarification or a correction of the invoice. The invoices will be sent to the CRA Office for payment approval. Invoices will normally be paid within thirty (30) days following CRA approval.
- C. Final Invoice - In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT'S final/last billing to the CRA. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CRA. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the CONSULTANT and the CRA shall have no obligations for any other costs or expenses thereafter.

**ARTICLE 4 – TERM OF CONTRACT**

The term of this agreement shall be 180 days or until the services are completed.

**ARTICLE 5 - TERMINATION**

This Contract may be canceled by the CONSULTANT upon thirty (30) days prior written notice to the CRA'S representative. In the event of substantial failure by the CRA to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the CRA fails to cure same within that thirty (30) day period. This Contract may also be terminated, in whole or in part, by the CRA Board of Commissioners, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CRA'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CRA, the CONSULTANT shall:

- A. Stop work on the date and 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 CRA.
- D. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 6 - PERSONNEL**

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

All of the services required hereunder shall be performed by the CONSULTANT 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 law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the CRA'S representative and written approval must be granted by the CRA'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in their respective field(s).

The CONSULTANT agrees that it is fully responsible to the CRA for the acts and omissions of sub-consultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any sub-consultant and the CRA.

All of the CONSULTANT'S personnel (and all sub-consultants) while on CRA premises will comply with all CRA requirements governing conduct, safety and security.

**ARTICLE 7 - SUBCONTRACTING**

The CRA reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities and approve all proposals of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the CRA.

If sub-consultant(s) are used, the CONSULTANT shall use only licensed and insured sub-

consultant(s). All sub-consultants shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract. The CONSULTANT shall be responsible for the performance of all sub-consultants.

**ARTICLE 8 - FEDERAL AND STATE TAX**

The CRA is exempt from payment of Florida State Sales and Use Taxes. The CRA will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CRA, nor is the CONSULTANT authorized to use the CRA'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**ARTICLE 9 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head 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 to the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CRA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The CRA shall exercise its rights under this Article 4 within three (3) years following final payment.

**ARTICLE 10 - INDEMNIFICATION**

To the extent allowed by law, the CONSULTANT shall indemnify and hold harmless the CRA, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify and hold harmless the CRA, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the CRA, its agents, officers, or employees are alleged to be liable.

CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the CRA to be

sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

**ARTICLE 11 - SUCCESSORS AND ASSIGNS**

The CRA and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the CRA nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the CONSULTANT.

**ARTICLE 12 – VENUE**

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all actions arising from and/or relating to the Contract shall be Broward County, Florida.

**ARTICLE 13-REMEDIES**

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 or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 14 - CONFLICT OF INTEREST**

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

The CONSULTANT shall promptly notify the CRA'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 CONSULTANT'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

CONSULTANT may undertake and request an opinion of the CRA as to whether the association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into by the CONSULTANT. The CRA agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CRA, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CRA shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CRA by the CONSULTANT under the terms of this Contract

#### **ARTICLE 15 – DELAYS AND EXTENSION OF TIME**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its sub-consultants and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the CRA shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its sub-consultants' fault or negligence, as determined by the CRA, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CRA'S rights to change, terminate, or stop any or all of the work at any time.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

#### **ARTICLE 16 - INDEBTEDNESS**

The CONSULTANT shall not pledge the CRA'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the CRA'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CRA 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 CRA or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CRA'S prior written consent unless required by a lawful order. All schedules drawings, maps, sketches, programs, data base, reports and other data developed, or

purchased, under this Contract for or at the CRA'S expense shall be and remain the CRA'S property and may be reproduced and reused at the discretion of the CRA.

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

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

#### **ARTICLE 18 - INDEPENDENT CONSULTANT RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work, services and activities under this Contract, an Independent CONSULTANT, and not an employee, agent, or servant of the CRA. 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 CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CRA shall be that of an Independent CONSULTANT and not as employees or agents of the CRA.

The CONSULTANT does not have the power or authority to bind the CRA in any promise, agreement or representation other than as specifically provided for in this Contract.

#### **ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract 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 the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT 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 CRA shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

#### **ARTICLE 21 - NONDISCRIMINATION**

The CONSULTANT 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT

shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

**ARTICLE 22 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged 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, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 23 - AUTHORITY TO PRACTICE**

The CONSULTANT 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 CRA'S representative upon request.

The CONSULTANT shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or CRA agency.

**ARTICLE 24 – 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 and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 25 - MODIFICATIONS OF WORK**

The CRA reserves the right to make both minor and substantial changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CRA'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CRA of any estimated change in the completion date; and (3) advise the CRA if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CRA so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CRA'S decision to proceed with

the change.

If the CRA elects to make a substantial change, the CRA shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the Board of Commissioners for the CRA of Lauderdale Lakes or its designated representative.

**ARTICLE 26 - NOTICE**

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

Celeste Dunmore  
Lauderdale Lakes CRA  
4300 Northwest 36 Street  
Lauderdale Lakes, FL 33319

With a copy to:

J. Michael Haygood  
J. MICHAEL HAYGOOD, PA  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407

and if sent to the CONSULTANT shall be mailed to:

Andres Atehortua  
Project Manager  
AE Engineering LLC  
3333 West Commercial Boulevard, Suite 106B  
Fort Lauderdale, FL 33309

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CRA and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. 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 25 - Modifications of Work.

**ARTICLE 28 - PROTECTION OF WORK AND PROPERTY**

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CRA'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CRA or employees of the CRA, the CONSULTANT shall adequately protect

adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until acceptance of the work by the CRA, the CRA'S property shall be under the charge and care of the CONSULTANT and the CONSULTANT shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the CONSULTANT shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the CRA.

#### **ARTICLE 29 – TIME**

Time is of the essence in all respects under this Contract.

#### **ARTICLE 30 - TERMINOLOGY AND CAPTIONS**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

#### **ARTICLE 31 - WAIVER**

Failure of the CRA to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of the CRA'S right to enforce or exercise said right(s) at any time thereafter.

#### **ARTICLE 32 - PREPARATION**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

#### **ARTICLE 33 - MATERIALITY**

All provisions of the Contract shall be deemed material. In the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CRA may at its option and without notice terminate this Contract.

#### **ARTICLE 34 - REPRESENTATIONS/BINDING AUTHORITY**

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, the CONSULTANT hereby represents to the CRA that he/she has the authority and full legal power to execute this

Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

**ARTICLE 35 - EXHIBITS**

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

**ARTICLE 36 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract and the Scope of Services. To the extent that there exists a conflict between this Contract and the Scope of Services, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**ARTICLE 37 - LEGAL EFFECT**

This Contract shall not become binding and effective until approved by the Chairperson of the Lauderdale Lakes Community Redevelopment Agency or its designated representative.

**ARTICLE 38 - NOTICE OF COMPLAINTS OR SUITS**

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**ARTICLE 39 – SURVIVABILITY**

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

**ARTICLE 40 - WAIVER OF SUBROGATION**

CONSULTANT hereby waives any and all rights to Subrogation against the CRA, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis.

**ARTICLE 41 - RIGHT TO REVIEW**

The CRA, by and through its Human Resources and Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CRA reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

**ARTICLE 42- FLORIDA PUBLIC RECORDS ACT**

The CONSULTANT shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records required by the CRA to perform the services under this Agreement.
- (b) Upon request from the CRA custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CRA.
- (d) Upon completion of the contract, transfer, at no cost, to the CRA all said public records in possession of the CONSULTANT or keep and maintain public records required by the CRA to perform the service. If the CONSULTANT transfers all public records to the CRA upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE CONSULTANT HAS A QUESTION REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, RELATING TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PAVITRI BENASRI WATSON, ACTING CITY CLERK.

**Section 42. Insurance**

A. Prior to execution of this Contract by the Agency the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies

shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the AGENCY'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including Contractual liability insurance in the amount of \$1,000,000.00 per occurrence to protect the CONSULTANT 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 CONSULTANT or by anyone directly or indirectly employed by or Contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT 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, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the Agency.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the Agency as an "Additional Insured"

**[Signature on following page]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**ATTEST:**

By: *Pavitra Benasri Watson*  
Name: Pavitri Benasri Watson  
Title: CRA Secretary



**Lauderdale Lakes Community  
Redevelopment Agency**

By: *Easton Harrison*  
Name: Easton Harrison  
Title: Chairperson

Approved as to form: *J. Michael Haygood*  
By: \_\_\_\_\_  
Name: J. Michael Haygood  
Title: Agency Attorney

**Consultant**

**AE Engineering, LLC**  
By: *Rod Myrick*  
Name: *Rod Myrick*  
Title: *President*

**Scope of Services**

See Exhibit A – Scope of Services