



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

**CONTRACT No. 22-3110-07Q  
LIBRARY OF PROFESSIONAL SERVICES CONSULTANTS**

This Contract is made as of the 1st day of April, 2023 by and between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("CITY"), and Calvin, Giordano & Associates, Inc., an individual,     a partnership, X a corporation authorized to do business in the State of Florida, ("CONSULTANT"), whose Federal I.D. number is 65-0013869.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the City of Lauderdale Lakes solicited proposals for non-exclusive Contracts to perform professional services for City of Lauderdale Lakes under solicitation titled Request For Qualifications (RFQ) No. 22-3110-07Q, and;

WHEREAS, at its meetings of May 9, 23 & June 13, 2023, by Resolution number(s) 2023-056, 2023-060, 2023-063, 2023-064, 2023-065, 2023-066, 2023-077, the CITY Commission authorized the proper CITY officials to execute this non-exclusive Contract hereinafter referred to as "Contract No. 22-3110-07Q" and;

WHEREAS, the CONSULTANT is willing and able to render professional services for various projects on an as-needed basis within the identified discipline in Article 1 below and for the compensation and on the terms hereinafter set forth.

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

**ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area(s) of Civil Engineering; General Planning; GIS; Land Survey; Mechanical, Electrical & Plumbing Engineering; Roadway Traffic Engineering; Stormwater & Drainage Engineering; and Landscape Services,

as more specifically set in the Scope of Services detailed in Exhibit "A".

The CITY'S Representative during the performance of this Contract shall be Ronald Desbrunes. He can be reached at 954-535-2815 or [ronaldd@lauderdalelakes.org](mailto:ronaldd@lauderdalelakes.org).

**ARTICLE 2 - TERM**

The initial term is four (4) years, beginning April 1, 2023, with an option to renew for four (4) additional years for a total of eight (8) years, with renewal options being exercised on a year-to-year basis after the initial period. The CITY may provide a minimum of ten (10) calendar days notice before the end of any effective Term, of its intent to renew the Term.

**Extension of Contract:**

The CITY reserves the right to automatically extend the Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONSULTANT in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONSULTANT are in mutual agreement of such extensions.

OR

The CONSULTANT shall be available to commence services on this Contract upon execution of said Contract by both parties, and to continue the same until notice of Contract termination is issued by the CITY to the CONSULTANT per Article 5 of this Contract, or until the contract is performed whichever occurs first.

Reports, responses, submittals, and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "B".

**Extension of Contract:**

~~The CITY reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONSULTANT in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONSULTANT are in mutual agreement of such extensions.~~

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

~~A. The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the unit price structure according to Exhibit "C", Pricing and Staffing Schedule. Optional \_\_\_\_\_ services will be provided at the sole option of the CITY per Exhibit "\_\_\_\_", Pricing and Staffing Schedule. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONSULTANT has performed the cleaning services and issued an invoice to the CITY's Accounts Payable Department.~~

~~The total amount to be paid by the CITY under this Contract for all services and materials including, if applicable, "out of pocket" expenses shall not exceed a total Contract amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).~~

~~B. The CONSULTANT shall notify the CITY's Representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the CITY on a monthly basis, or as otherwise provided at the amounts set forth in Exhibit \_\_\_\_ for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.~~

- C. CONSULTANT, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONSULTANT 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 CONSULTANT of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONSULTANT 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 CONSULTANT as to the disputed portions of the invoice.
- D. 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 CITY. 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 considered waived by the CONSULTANT.
- E. Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONSULTANT to stop work if funds are not appropriated and will pay CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. 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 CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 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 laws to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Task Order, 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 CONSULTANT 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 subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination as to the capability of the subconsultant to perform properly under this Contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any subconsultants on this Contract the following provisions of this Article shall apply:

If a subconsultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant 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 CONSULTANT, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subconsultant for work to be performed for the CITY the CONSULTANT must incorporate the terms of this contract.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The CITY is exempt from payment of Florida State Sales and Use Taxes.

The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'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 – INSURANCE**

- A. The CONSULTANT 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 CONSULTANT shall furnish Certificates of Insurance to the CITY'S Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT 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 CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
- D. The CONSULTANT shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 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 employed by or contracting with the CONSULTANT.
- E. The CONSULTANT 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 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 rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT 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. Required insurance shall support CONSULTANT's indemnity set forth in the Contract and shall unequivocally provide thirty (30) days written notice (except Professional Liability and Worker's Compensation) to the CITY prior to any adverse change, cancellation or non-renewal of coverage there under. Said liability insurance must be acceptable to and approved by the CITY as to form and types of coverage. In the event that the statutory liability of the CITY is amended during the term of this Contract to exceed the above limits,

the CONSULTANT shall be required, upon thirty (30) days written notice by the CITY, to provide coverage at least equal to the amended statutory limit of liability of the CITY.

- H. It shall be the responsibility of the CONSULTANT to insure that all subconsultants comply with the same insurance requirements referenced above.
- I. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.
- J. CONSULTANT 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 CONSULTANT 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 CONSULTANT.
- K. In the judgment of the CITY, prevailing conditions warrant the provision by CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT 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 CONSULTANT fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

#### **ARTICLE 10 - INDEMNIFICATION**

The CONSULTANT 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 CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of this Contract.

The parties agree that 1% of the total compensation paid to the CONSULTANT for performance of this Contract shall represent the specific consideration for the CONSULTANT's indemnification of the Owner. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The CONSULTANT, 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 CONSULTANT. Further, if such a claim is made, or is pending, the CONSULTANT 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 CONSULTANT and receive reimbursement. If the CONSULTANT 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 11- SUCCESSORS AND ASSIGNS**

The CITY and the CONSULTANT 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 CONSULTANT 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 CONSULTANT.

#### **ARTICLE 12 - 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 13 - CONFLICT OF INTEREST**

The CONSULTANT 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 CONSULTANT further represents that no person having such interest shall be employed in the performance hereof.

The CONSULTANT 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 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 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 CONSULTANT. The CITY 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 CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT 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 CONSULTANT under the terms of this Contract.

**ARTICLE 14 - EXCUSABLE DELAYS**

The CONSULTANT 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 CONSULTANT's control or by any other such causes which the CONSULTANT 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 15- PLEDGE OF CREDIT, ARREARS**

The CONSULTANT 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 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 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the CITY's Representative 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 CONSULTANT 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 CONSULTANT 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 17 - INDEPENDENT CONSULTANT RELATIONSHIP**

The CONSULTANT and all employees and/or agents of the CONSULTANT are, 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 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 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 CITY shall be that of an independent consultant and not as employees or agents of the CITY.

The CONSULTANT 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 CONSULTANT shall be responsible to the CITY for all work or services performed by the CONSULTANT or any person or entity on the CONSULTANT's behalf, in fulfillment of this Contract.

#### **ARTICLE 18 - 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 it's bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon resulting from the Award or making of this Contract.

#### **ARTICLE 19 - 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 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 CONSULTANT'S place of business.

#### **ARTICLE 20 - 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, marital status, or sexual orientation.

#### **ARTICLE 21 - 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 22 - 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 CITY's Representative on an annual basis.

**ARTICLE 23 - 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 24- ENTIRETY OF CONTRACTUAL CONTRACT**

The CITY and the CONSULTANT 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 25 - Modifications of Work.

**ARTICLE 25 - 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 CONSULTANT of the CITY'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 CITY of any estimated change in the completion date, and
- (3) Advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT 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 CONSULTANT 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 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested:

<b>FOR CITY: City Manager</b>	<b>FOR CITY: Financial Services Director</b>
City of <u>Lauderdale Lakes</u>	City of Lauderdale Lakes
4300 NW 36 <sup>th</sup> Street	4300 NW 36 <sup>th</sup> Street
Lauderdale Lakes, FL 33319-5599	Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700	Tel (954) 535-2700
Fax (954) 733-7325	Fax (954) 535-1892

and if sent to the **CONSULTANT** shall be mailed to:

Company:	Calvin, Giordano & Associates, Inc.
Attn:	Jenna Martinetti, PE
Address:	1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316
Tel:	954-921-7781
Email:	jmartinetti@cgasolutions.com

**ARTICLE 27 - 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 28 - 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 29 - 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 or approval of any act by CONSULTANT requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent act by CONSULTANT requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

**ARTICLE 30 - 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 31 - 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 32 - CONTRACT DOCUMENTS**

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

**ARTICLE 33 - DATES:** This Contract shall be effective beginning April 1, 2023 notwithstanding it or some of the Contract documents being signed on a different date.

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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 CONSULTANT on the 11<sup>th</sup> day of Sept, 2023

Calvin, Giordano & Associates, Inc.

Corporate Seal

Company

*[Handwritten Signature]*

Witness

*[Handwritten Signature]*

David Stambaugh, Vice President

Name, Title (Typed)

As to the CITY on the 12<sup>th</sup> day of Sept, 2023

SEAL OF THE CITY OF LAUDERDALE LAKES

Seal Of The City

*[Handwritten Signature]*

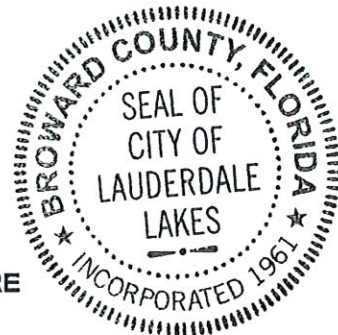
Venice Howard, City Clerk

*[Handwritten Signature]*

Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

*[Handwritten Signature]*  
City Attorney



ALL EXHIBITS WILL BE ATTACHED HERE