



SECOND AMENDMENT to AGREEMENT
to
UTILIZE LEAD AGENCY CONTRACT
for
UNDERGROUND UTILITY LOCATION SERVICES

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____, 20____, by and between:

CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 1100 Park Lane East, Oakland Park, Florida 33334 ("**City**"),
and

CRAIG A. SMITH & ASSOCIATES, LLC (CONTRACTOR) duly authorized to conduct business in the State of Florida, whose principal address is 1425 E. Newport Center Drive, Deerfield Beach, Florida 33442, hereinafter "CONTRACTOR,"

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide Underground Utility Location Services; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of Solicitation #22-04 between the **Town of Pembroke Park** (Lead Agency) and the CONTRACTOR for Underground Utility Location Services. The Lead Agency's contract is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this Agreement to the Lead Agency Contract as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the Lead Agency Contract; and

WHEREAS, the City desires to retain the services of CONTRACTOR by utilizing the Lead Agency Contract; and

WHEREAS, the City has reviewed the scope of services of the competitively bid Lead Agency Contract and has determined that it is a contract that can be used by the City; and,

WHEREAS, the initial contract term shall be for three (3) years for the period May 12, 2022, through May 11, 2025, thereafter, providing all terms and conditions remain the same. The contract may be renewed for two (2) consecutive one-year periods, subject to vendor acceptance, satisfactory performance, best interest of the Owner, and the annual escalation factor.

WHEREAS, on March 13, 2025, the Lead Agency renewed the contract for the first renewal period May 12, 2025, through May 11, 2026

WHEREAS, as permitted by the contract, Contractor requested and the Lead Agency approved a 2.83% increase at the time of renewal, in accordance with the annual CPI index. The Lead Agency's First Renewal with CPI Adjustment letter is attached hereto as **Exhibit "B"** and incorporated herein.

WHEREAS, on February 2, 2026, the Lead Agency renewed the contract for the second renewal period May 12, 2026, through April 30, 2027.

WHEREAS, as permitted by the contract, Contractor requested and the Lead Agency approved a 2.60% increase at the time of renewal, in accordance with the annual CPI index. The Lead Agency's First Renewal with CPI Adjustment letter is attached hereto as **Exhibit "C"** and incorporated herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the Lead Agency Contract shall govern the relationship between the City and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the Lead Agency Contract, except said Work shall be performed in and for the City.
- B. Estimates/proposals for Work shall be provided to and accepted by City prior to the commencement of Work.
- C. To the extent allowed by §725.08, Florida Statutes, the CONTRACTOR shall indemnify and hold harmless 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 the CONTRACTOR in the performance of the Agreement
- D. CONTRACTOR shall provide City with proof of insurance and bonding, when applicable, as required by the Lead Agency Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.
- E. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.
- F. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.
- G. The initial term of this Piggyback Agreement shall become effective upon the award by the City and shall terminate on April 30, 2027, after which time no renewal options will remain.
- H. In the event delivery is scheduled to end because of the expiration of this contract, CONTRACTOR shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not

exceed 90 days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the product/service at the rate in effect when the extension clause is invoked by the City.

Section 3. In all other respects, the terms and conditions of the Lead Agency Contract are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request by City's records custodian, provide City with a copy of 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.
3. 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 this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**RENEE SHROUT, CITY CLERK
CITY OF OAKLAND PARK
1100 PARK LANE EAST
OAKLAND PARK, FL 33334
RENEES@OAKLANDPARKFL.GOV
954-630-4298**

Section 5. Scrutinized Companies.

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: David Hebert, City Manager
City of Oakland Park
1100 Park Lane East
Oakland Park, Florida 33334

Copy to: Donald J. Doody, City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR: CRAIG A. SMITH & ASSOCIATES LLC.
1425 E. Newport Center Drive,
Deerfield Beach, Florida 33442

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Oakland Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 11. Public Entity Crimes. Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor further understands and agrees that it is required to inform City immediately upon any change of circumstances regarding this status.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

BY: _____
City Clerk

CITY OF OAKLAND PARK:

BY: _____
City Manager

APPROVED AS TO LEGAL FORM:

BY: _____
City Attorney

WITNESSED BY:

By: _____

CONTRACTOR:

CRAIG A. SMITH & ASSOCIATES, INC. LLC

By: _____

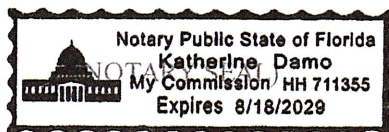
Title: President

STATE: Florida

COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 20th day of
April, 20 26, by: Stephen C. Smith, P.E.

Name of Person Making Statement



Katherine Damo

Signature of Notary Public

Katherine Damo

Name of Notary Public (Typed, Printed, Stamped)

Personally Known: X OR Identification Produced: _____

Type of Identification Produced: _____

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: April 20, 2026

Signed: 

Entity: Craig A. Smith & Associates LLC

Name: Stephen C. Smith, P.E.

Title: President

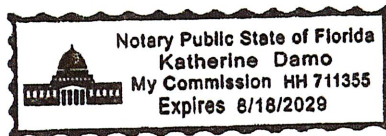
State of Florida
County of Broward

On this 20th day of April, 2026, before me, the undersigned Notary Public, personally appeared Stephen C. Smith, P.E. [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public, State of Florida
Katherine Damo
(Print Name of Notary)



Commission Number:

HH 711355

My Commission Expires:

8/18/2029

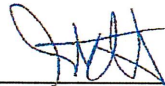
**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES,
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

BEFORE ME, the undersigned authority, personally appeared (**Name of affiant**) Stephen C. Smith, P.E., who, after being first duly sworn, deposes and states as follows:

1. **Affiant Identity:** Affiant is the (**Title**) President of (**Business Name**) Craig A. Smith & Associates LLC which does business in the State of Florida, hereinafter called the "Contractor."
2. **Contract Purpose:** This affidavit is submitted in connection with the contract titled Underground Utility Location Services, between the Contractor and the City of Oakland Park, Florida ("City"), and is intended to comply with the requirements of Section 287.138, Florida Statutes, as amended.
3. **Statutory Background:** Section 287.138, Florida Statutes, prohibits governmental entities from entering into, extending, or renewing certain contracts with entities of concern, including:
 - Entities owned or controlled by the government of a foreign country of concern,
 - Entities organized under the laws of a foreign country of concern, or
 - Entities that are subsidiaries or affiliates of such entities, where such contracts would provide access to personal identifying information (PII) of individuals.
4. **Certification of Compliance:**
 - a. Contractor is not owned or controlled by the government of a foreign country of concern, as defined in Section 287.138(1), Florida Statutes.
 - b. Contractor is not organized under the laws of a foreign country of concern.
 - c. Contractor is not a subsidiary or affiliate of an entity described in paragraphs (a) or (b) above.
 - d. Contractor will not subcontract with, delegate to, or otherwise provide access to any entity that would violate the restrictions set forth in Section 287.138(3), Florida Statutes, in connection with this contract.
5. **Accuracy and Updates:** Contractor affirms that the representations in this affidavit are true and accurate as of the date of execution. Contractor agrees to notify the City immediately in writing if any representation becomes inaccurate during the term of the contract.

Signed and Delivered on this 20th day of April, 2026.

BY:


Signature of Affiant

Stephen C. Smith, P.E.

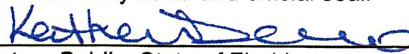
Printed Name

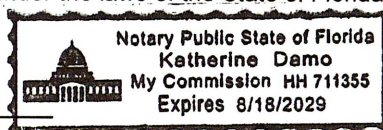
State of Florida
County of Broward

On this 20th day of April, 2026, before me, the undersigned Notary Public, personally appeared Stephen C. Smith, P.E. [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public, State of Florida
(Print Name of Notary)
Katherine Damo



Commission Number: HH 711355
My Commission Expires: 8/18/2029

"Exhibit B"



March 13, 2025

Mr. Stanley Merantus
Public Services Director
Town of Pembroke Park
3150 S.W. 52nd Ave.
Pembroke Park, FL 33023

RE: UTILITY LOCATING CONTRACT – TERM RENEWAL
PRICE INCREASE PER CONTRACT TERMS

Dear Mr. Merantus:

We are pleased to offer renewal our contract for Utility Location Services dated May 11, 2022, in accordance with the terms and provisions specified within the Contract Documents.

Per the terms of the contract for Utility Locate Services, upon renewal a price increase is calculated based on the formula stated in the Contract. The formula provides for such price increases to be based on the Consumer Price Index or a minimum of 2.0%, whichever is greater at the time of renewal. The current adjusted CPI is 2.83%, therefore, a contract adjustment of 2.83% should be applied. The new rates will be effective with the May 2025 billing cycle and will remain in effect through April 2026.

We appreciate your continued business and partnership with our firm and request that you contact me directly with any questions or comments.

Sincerely,

CRAIG A. SMITH & ASSOCIATES

Stephen C. Smith, P.E.
President

Cc: Liz Maxfield – CAS
Andrea Cole – CAS
Jim Driscoll – CAS
File

ACCEPTANCE

Signature

Stanley Merantus, Director
Name and Title



954.782.8222



1425 E. Newport Center Drive
Deerfield Beach, FL 33442



www.craigasmith.com



NOTICE TO PROCEED

TOWN OF PEMBROKE PARK
3150 SW 52 Ave.
Pembroke Park, FL 33023
(954) 966-4600

March 25, 2025

Stephen C. Smith, P.E.
Craig A Smith & Associates
1425 E. Newport Center Dr.
Deerfield Beach, FL 33442

Subject: Notice to Proceed – Utility Locates Agreement Renewal

Dear Mr. Smith,

The Town of Pembroke Park hereby issues this Notice to Proceed regarding the renewal of our Utility Locates Agreement, which is set to expire on **May 11, 2025**. Per the terms and conditions outlined in our existing agreement, you are authorized to continue providing utility locating services to the Town effective **May 12, 2025**.

Please ensure that all work performed aligns with the scope of services, safety regulations, and contractual obligations outlined in the renewed agreement. Additionally, all project documentation, reporting, and invoicing should be submitted as required.

We appreciate your continued partnership and look forward to a successful continuation of services.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stanley Merantus'.

Stanley Merantus
Public Services Director
Town of Pembroke Park

cc:

- Community Economic & Development Administrator
- Town Attorney
- Town Clerk
- Finance Director

"Exhibit C"

Docusign Envelope ID: 6888A82D-417E-8A33-818A-6EE01D89C154



February 2, 2026

Mr. Jeffrey Odoms, M.S.,CSSSBB
Director of Public Works
Town of Pembroke Park
3150 S.W. 52nd Ave.
Pembroke Park, FL 33023

RE: UTILITY LOCATING CONTRACT – TERM RENEWAL
PRICE INCREASE PER CONTRACT TERMS

Dear Mr. Odoms:

We are pleased to offer renewal our contract for Utility Location Services dated May 11, 2022, in accordance with the terms and provisions specified within the Contract Documents.

Per the terms of the contract for Utility Locate Services, upon renewal a price increase is calculated based on the formula stated in the Contract. The formula provides for such price increases to be based on the Consumer Price Index or a minimum of 2.0%, whichever is greater at the time of renewal. The current adjusted CPI for the Bureau of Labor Statistics, Southeast Florida Region, Ft. Lauderdale, is 2.60%; therefore, a contract adjustment of 2.60% should be applied. The new rates will be effective with the May 2026 billing cycle and will remain in effect through April 2027.

We appreciate your continued business and partnership with our firm and request that you contact me directly with any questions or comments.

Sincerely,

CRAIG A. SMITH & ASSOCIATES

Stephen C. Smith, P.E.
President

ACCEPTANCE

Signed by:

Signature

Cc: Liz Maxfield – CAS
Mayda Alfieri Cole - CAS
Jim Driscoll - CAS
File

David Lynch town mgr.
Name and Title