

RESOLUTION NO. 5-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE GOVERNOR DESIGNATING MAY 10-16, 2010 AS WATER REUSE WEEK IN FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, safe, clean, and sustainable water resources are essential to Florida's environment, economy, citizens and visitors; and

WHEREAS, Florida's water supplies are finite, while our population and our need for water resources continues to increase; and

WHEREAS, water reuse provides a means for conserving and augmenting Florida's precious water resources; and

WHEREAS, Florida has established the encouragement and promotion of water reuse as state objectives in Chapters 373 and 403, Florida Statutes, and

WHEREAS, Florida's permitted reuse capacity exceeds 1.4 billion gallons per day (over 58 percent of Florida's total permitted capacity for all domestic wastewater treatment facilities); and

WHEREAS, the State of Florida has declared the week of May 10 – 16, 2010 to be Water Reuse Week in Florida; and

WHEREAS, The City of Riviera Beach Utility Special District has joined with the State of Florida, the Florida Department of Environmental Protection, and the South Florida Water Management District in encouraging and promoting water reuse and conservation; and

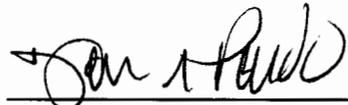
WHEREAS, The City of Riviera Beach Utility Special District has implemented a water reuse program and encourages efficient and effective use of reclaimed water; and

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Chairperson of City of Riviera Beach Utility Special District, do hereby proclaim the week of May 10 – 16, 2010 as Water Reuse Week.

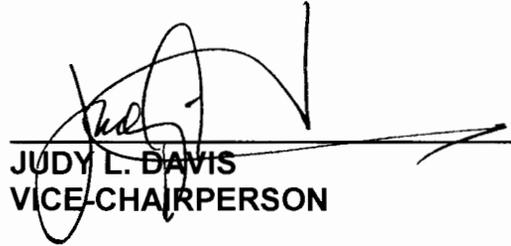
The City of Riviera Beach Utility Special District is calling upon each citizen and business to help protect our precious resource by practicing water conservation and to use reclaimed water in an efficient and effective means.

UTILITY SPECIAL DISTRICT BOARD OF DIRECTORS

APPROVED:



DAWN S. PARDO
CHAIRPERSON



JUDY L. DAVIS
VICE-CHAIRPERSON

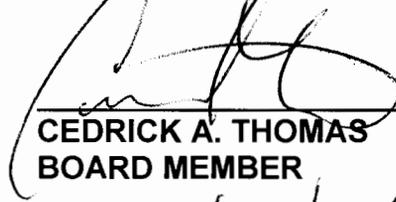
ATTEST:



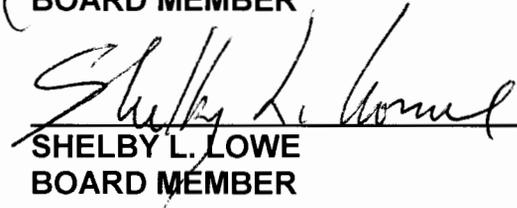
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: B. Brooks

SECONDED BY: J. Davis

D. PARDO Aye

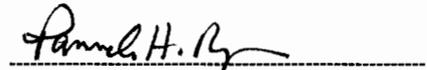
J. DAVIS Aye

B. BROOKS Aye

C. THOMAS absent

S. LOWE absent

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/14/10

RESOLUTION NO. 6-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF STAFF AND AUTHORIZING THE DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE A THREE YEAR CONTRACT WITH BARNES, FERLAND AND ASSOCIATES, INC., OF WEST PALM BEACH, FLORIDA, COMMENCING APRIL 20, 2010 THROUGH APRIL 20, 2013 WITH UP TO FOUR ONE YEAR RENEWALS TO PROVIDE GENERAL PROFESSIONAL ENGINEERING SERVICES FOR WATER TREATMENT, DISTRIBUTION, SEWER COLLECTION PLANNING AND DESIGN SERVICES; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 411-1417-536-0-3106; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff solicited Request for Qualifications for General Professional Consulting Engineering Services for Water Treatment, Distribution, Sewer Collection Planning and Design Services; and

WHEREAS, the selection committee short-listed four (4) firms in accordance with the State of Florida's "Consultants' Competitive Negotiation Act" (FS 287.066) namely: Barnes, Ferland & Associates, Chen & Associates, Montgomery Watson, and RCT Engineering Consulting; and

WHEREAS, Barnes, Ferland and Associates, Inc., of West Palm Beach, Florida was selected as the top ranked firm to provide the services identified in the City Request for Qualifications for the District; and

WHEREAS, on January 20, 2010, Resolution No. 01-10UD was submitted and approved by the District Board authorizing staff to negotiate a contract with Barnes, Ferland & Associates, Inc. This process has been completed by Purchasing and the District Staff; and it our recommendation, that the District Board approve and authorize the execution of this contract by the District Chairperson and District Clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the contract between the City of Riviera Beach Utility District and Barnes, Ferland and Associates, Inc. is approved.

SECTION 2: That the District Board Chairperson and District Clerk are authorized to execute the contract with Barnes, Ferland and Associates, Inc. to provide general professional consulting engineering services for water treatment, distribution, sewer collection planning and design services for the District.

SECTION 3: That a copy of the contract between Barnes, Ferland & Associates, Inc. and the City of Riviera Beach Utility Special District shall be attached hereto and made a part of this resolution.

SECTION 4: This Resolution shall take effect upon its passage and approval by the District Board.

PASSED AND APPROVED this 20TH day of APRIL, 2010.

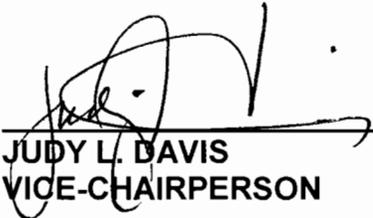
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UTILITY SPECIAL DISTRICT BOARD OF DIRECTORS

APPROVED:



DAWN S. PARDO
CHAIRPERSON



JUDY L. DAVIS
VICE-CHAIRPERSON

ATTEST:



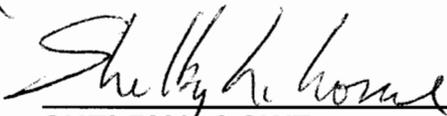
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: B. Brooks

SECONDED BY: J. Davis

D. PARDO Aye

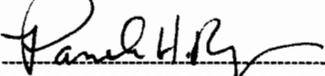
J. DAVIS Aye

B. BROOKS Aye

C. THOMAS Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/15/10

**CONTRACT BETWEEN
THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
AND
BARNES, FERLAND AND ASSOCIATES, INC.
FOR
CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS CONTINUING CONTRACT is entered into this 21 day of April, 2010, between the City of Riviera Beach Utility Special District, Florida, (hereinafter referred to as "DISTRICT") and BARNES, FERLAND AND ASSOCIATES, INC., a Florida Corporation whose office is in Orlando, Florida and whose Federal Identification number is 59-3237612 (hereinafter referred to as "ENGINEER").

WHEREAS, it has been determined that it is advisable and desirable to employ a regionally recognized firm of consulting engineers having special and broad experience in the desired fields for the purpose of providing professional engineering planning and design services required in conjunction with the development of utility infrastructure and improvements to the existing infrastructure, to perform investigations and office studies, preparing reports, preliminary drawings, design, detailed drawings and specifications, planning, professional, resident, service during construction and frequent consultation with DISTRICT'S personnel; and

WHEREAS, the DISTRICT, in accordance with the Consultant's Competitive Negotiation Act, has selected the ENGINEER to be one of the two most qualified firms; and

WHEREAS, the DISTRICT is now desirous of contracting with ENGINEER to provide continuing professional engineering services as set forth herein.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, Contracts, and benefits herein contained, the parties hereto mutually understand and agree as follows:

ARTICLE 1 – BASIC SERVICES OF ENGINEER

ENGINEER shall serve as DISTRICT'S professional engineer and planning representative in those phases of all projects to which this CONTRACT applies, and will give consultation and advice to the DISTRICT during the performance of its services.

- A. General Project Development - ENGINEER shall perform professional services as hereinafter provided which include general civil, structural, mechanical and electrical engineering, architectural and other services relating to projects as assigned by DISTRICT. Services include, but are not limited to: (1) the preparation of construction plans and specifications; (2) providing engineering services during construction (3) providing studies, investigations, and consultation as requested by staff; (4) the preparation of grant and permit applications and representation before all applicable governing and regulatory agencies; and (5) and providing monthly status reports for Projects.

In the event, that it is determined that a Work Order will be undertaken on a Lump Sum Basis, the ENGINEER shall submit to the DISTRICT, for its approval, a detailed Scope of Service with an hourly staff rate estimate for each portion of the scope. The ENGINEER'S Lump Sum Fee shall be determined based on the actual hourly labor rates of the ENGINEER'S employees as indicated in Exhibit "2".

B. Definitions Index - For the purpose of this CONTRACT, the following terms are defined as indicated in the sections below:

TERM	ARTICLE	SECTION	PARAGRAPH
Record Drawing	1	(G)	(9)
Project Representative	2	(B)	—
DISTRICT'S Representative	3	(H)	—
Payroll Costs	5	(D)	—
Reimbursable Expenses	5	(E)	—
Opinion of Probable Project Cost	45	—	—

C. Study and Report Phase - After written authorization to proceed, ENGINEER shall:

1. Consult with DISTRICT to determine its requirements for a Project and review available data.
2. Advise DISTRICT as to the necessity of the DISTRICT providing or obtaining from others data or services of the types described in Article 3(C) and act as DISTRICT'S representative in connection with any such services.
3. Provide special analyses of DISTRICT'S needs, planning surveys, site elevations and comparative studies of prospective sites and solutions.
4. Provide general economic analysis of DISTRICT'S requirements applicable to various alternatives.
5. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to DISTRICT, and setting forth ENGINEER'S findings and recommendations with opinions of probable costs.
6. Furnish seven (7) copies of the Report and present and review it, in person, with DISTRICT representatives.

D. Preliminary Design Phase - After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1. In consultation with DISTRICT and on the basis of the accepted Report, determine the Scope of a Project.
2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable cost for each Project including construction cost, contingencies, compensation for all professionals and engineers, cost of land, rights-of-way, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

4. Furnish seven (7) copies of the above preliminary design documents and present and review them in person with DISTRICT representatives.
5. Furnish copies and solicit review comments from interested governmental and regulatory agencies and utility companies.

E. Final Design Phase - After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1. On the basis of the accepted preliminary design documents prepare for incorporation in the Contract Documents, final drawings to show the character and scope of the work to be performed by Contractors on the Project (hereinafter called "Drawings"), and Specifications.
2. Furnish to DISTRICT such documents and design data as may be required for, and prepare the required documents so that DISTRICT may obtain approvals of such governmental authorities as having jurisdiction over design criteria applicable to each Project, and assume engineering responsibility in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Advise DISTRICT of any adjustments to its latest opinion of probable Project Cost caused by changes in scope, design requirements or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
4. Prepare bid forms, notice to bidders, instructions to bidders, general conditions and supplementary conditions, and assist in the preparation of the other related documents.
5. Prepare routine application for approvals and permits from all governmental authorities having jurisdiction over each project and from others as may be necessary for completion and operation of each project. However, ENGINEER upon certification to the DISTRICT that the application or permit is not routine, may have this service be considered as additional service. This shall include the furnishing of back-up data as required during the various permit application procedures.
6. Furnish seven (7) copies of the above mentioned documents and present and review them in person with DISTRICT representatives.

F. Bidding or Negotiating Phase - Obtain bids from each separate prime Contract for construction or equipment.

1. Consult with and advise DISTRICT as to the acceptability of subcontractors and other persons and organizations proposed by the prime Contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Contract Documents.
2. Consult with and advise DISTRICT as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the Contract Documents.
3. Evaluate bids and assemble Contract Documents and recommend to DISTRICT award of Contracts, and participate in presentation to DISTRICT Board and other appropriate authorities as necessary.

G. Engineering Services During Construction Phase

During Construction Phase, ENGINEER shall perform the following services by the ENGINEER'S design office staff and qualified design professionals:

1. Consult with and advise DISTRICT and act as its representative. All of DISTRICT'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of DISTRICT except as otherwise provided in writing.
2. Make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s) during such visits and keep DISTRICT informed of the progress of the work, shall endeavor to guard DISTRICT against defects and deficiencies in the work of Contractor(s), disapprove or reject work as failing to conform to the Contract Documents, and endeavor to achieve expeditious correction of such deficiencies.
3. Review and approve Shop Drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, for conformance with the design concept and operational requirements of each Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
4. Issue all instructions of DISTRICT to Contractor(s); prepare routine change orders as required; ENGINEER may, as DISTRICT'S representative, require special inspection or testing of the work; act as interpreter of the requirements of the Contract Documents and judge the performance thereunder by the parties thereto; make decisions on all claims of DISTRICT and Contractor(s) relating to the execution and progress of the work, and all other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him as a result of erroneous or incomplete information or data provided him by the DISTRICT.
5. Whenever the DISTRICT gives written notice of defects and deficiencies in any Project, as provided in Article 3-I, the ENGINEER shall endeavor to achieve expeditious correction of such defects and/or deficiencies.
6. Based on ENGINEER'S on-site observations as an experienced and qualified design professional, input from the Project Representative(s) and his review of Contractor(s)' application for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and approve in writing payments to Contractor(s) in such amounts; such approvals of payment to constitute a representation to DISTRICT, based on such observations and review, that the work has progressed to the point indicated and that, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation). By recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures or construction or safety precautions or programs incident thereto. Approving an application for payment ENGINEER will not be deemed to have represented that he has made any examination to determine how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or that title to any of the Contractor(s)' work, materials or equipment has passed to DISTRICT free and clear of any lien, claims, security interests or encumbrances.

7. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may approve, in writing, final payment to each Contractor.
8. ENGINEER shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except his own employees and agents) at the Project site or otherwise performing any of the work of the project.
9. ENGINEER shall provide, for each construction project, the set of original record Drawings, including capital asset listing, conforming to construction records, showing the significant changes made during the construction process, based upon the marked-up prints, Drawings and other data furnished to the ENGINEER by the Contractor(s) and/or by Designees of the DISTRICT.
10. Conduct an inspection sixty (60) days prior to the expiration of a guarantee period related to any Project designed by the ENGINEER and report to Contractor and DISTRICT discrepancies for correction under guarantees provided in the prime Contract for the Project.

ARTICLE 2 - ADDITIONAL SERVICES OF ENGINEER

- A. General - If authorized in writing by DISTRICT, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by DISTRICT as indicated in Article 5.
1. (1) Preparation of applications and supplemental project information for governmental grants, loans or advances in connection with a Project; (2) preparation of review of environmental assessments and impact statements; and (3) assume engineering responsibility in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of any Project.
 2. Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, DISTRICT'S schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.
 3. Proving renderings or models for DISTRICT'S use.
 4. Perform those functions required of the ENGINEER by bond resolutions, and as otherwise authorized by the DISTRICT.
 5. At request of DISTRICT, furnishing the services of special engineers for special civil, structural, mechanical, environmental and electrical engineering and normal architectural design incidental thereto, such as engineers for interior design, selection of furniture and furnishings, communications, acoustics and other specialties.
 6. Service resulting from the involvement of more separate prime Contracts for construction or for equipment not originally contemplated.
 7. Services in connection with change orders to reflect changes requested by DISTRICT if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered and services resulting from significant delays, changes in price increases occurring as a direct or indirect result of material, equipment or energy shortages.

8. Additional or extended services during construction made necessary by (1) work damaged by fire or other causes during construction; (2) prolongation of time of Contract on any prime Contract by more than sixty (60) days; (3) acceleration of the work schedule involving services beyond normal working hours; and (4) default by any CONTRACTOR. The DISTRICT will be reimbursed by the CONTRACTOR for these additional services, and the ENGINEER shall prepare the Contract Documents in such a way as to provide for reimbursement by the Contractor to the DISTRICT for the required additional services, including DISTRICT'S costs.
9. (1) Preparation of systems operating and maintenance manuals; (2) extensive assistance in the utilization of any equipment or system (except for initial start-up, testing, adjusting and balancing to demonstrate an operating facility as necessary to obtain the initial operating permit but in no case shall this exceed two weeks); and (3) training personnel for operation and maintenance.
10. Preparing to serve or serving as a witness for DISTRICT in any litigation, public hearing or other legal or administrative proceeding involving a Project.
11. Additional services in connection with a Project, including services normally furnished by DISTRICT and services not otherwise provided for in this CONTRACT.
12. Services to make measured drawings of or to investigate existing conditions of facilities or to verify the accuracy of drawings or other information furnished by DISTRICT.
13. Preparing documents for alternative bids requested by DISTRICT for work which is not executed or for out-of-sequence work.
14. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any Contract for the Project (except for the 60 day inspection).
15. Preparation of community planning, and utility studies, updating of DISTRICT'S maps, utility maps, utility ordinances, subdivision regulations, review of reports, drawings and plans of the type customarily required by the DISTRICT incident to its normal functions. Consult with and advise DISTRICT in regard to Federal and State utility requirements.
16. Provide a Registered Land Surveyor, directly or subconsultant, to assist in easement or utility location, description and stake-out.
17. Services in connection with laboratory or field investigations.
18. Inspect and review necessary test borings or other subsurface explorations not covered under professional services during construction. The cost of borings or other subsurface explorations will be paid by the DISTRICT.
19. Provide any services required in connection with re-advertisements for construction bids.

B. Project Representative(s) Service During Construction

1. The ENGINEER shall provide resident inspection services at the DISTRICT'S request. Project Representative(s) will act as requested by the DISTRICT in order to provide more extensive representation at the Project site during the Construction Phase.

2. The duties and responsibilities and the limitation on the authority of the Project Representative(s) is as set forth in Exhibit 1.
3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Project Representative(s) (if furnished) ENGINEER shall endeavor to provide further protection for DISTRICT against defects and deficiencies in the work, but the furnishing of such Project representation will not make ENGINEER or DISTRICT responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s) failure to perform the construction work in accordance with the Contract Documents.

ARTICLE 3 – DISTRICT RESPONSIBILITIES

DISTRICT SHALL:

- A. Provide complete and detailed information as to its requirements for a Project.
- B. Assist ENGINEER by placing at the company's disposal all available information pertinent to a project including previous reports and any other data relative to design and construction of a Project.
- C. Furnish to ENGINEER, as required by him for performance of his Basic Services, data prepared by or services of others, such as core borings, geophysical logs, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples; appropriate professional interpretations of all of the foregoing; photogram metric surveys, property, boundary, easement, right-of-way, and property descriptions; zoning and deed restrictions; and other special data or consultations not covered in Article 2-A; all of which ENGINEER may rely upon in performing his services.
- D. Make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other engineers as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- F. Pay all costs incidental to obtaining bids or proposals from Contractors. This includes advertising and mailing, but does not include reimbursement for ENGINEER'S time to discuss the Contract Documents with bidders or equipment suppliers.
- G. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for a Project, and such auditing service as DISTRICT may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction Contract.
- H. The City Manager or designee shall act as DISTRICT'S representative with respect to the work to be performed under this CONTRACT. Such person shall have complete authority to transmit instructions, receive information, interpret and define DISTRICT'S policies and decision with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- I. Give prompt written notice to ENGINEER whenever DISTRICT observes or otherwise becomes aware of any defect in a Project.

- J. Furnish, as required, support and fees necessary during the various permit application processes required from all governmental authorities having jurisdiction over the approval, construction and operation of a Project.
- K. Furnish or direct ENGINEER to provide necessary Additional Services as stipulated in Section 2 of this Contract or other services as required.
- L. Bear all costs incidental to compliance with the requirements of this Section

ARTICLE 4 – PERIOD OF SERVICE

It is mutually agreed by DISTRICT and ENGINEER that this Contract is of a continuing nature, subject to termination by either party as hereinafter provided. The period of service shall commence upon execution of this Contract and continue for a period of three (3) years unless otherwise terminated as provided herein or until completion of all outstanding Service authorizations issued within the period of the Contract, unless terminated as otherwise provided herein. At the option of the DISTRICT, the Contract may be renewed for up to four (4) additional twelve (12) month periods.

ARTICLE 5 – PAYMENTS TO ENGINEER

Method of Payment for Services and Expenses of Engineer - Basic Services. DISTRICT shall pay the ENGINEER for Basic Services rendered under Article 1 on one of the following bases, the choice to be mutually agreed upon at the time a Project is authorized.

- A. Per Hour, Per Assigned Employee Fee with a not to Exceed Maximum Price – DISTRICT will submit a series of individual tasks or projects as more particularly described herein. Each task to be performed under this Contract shall be assigned to the ENGINEER for accomplishment by separate written authorization. For each task, DISTRICT shall request ENGINEER to provide a scope of services and an estimate of cost, for the DISTRICT’S review, including MBE goal setting, as particularly set forth in Article 10.

Upon mutual agreement of the scope of services, ENGINEER shall develop an estimate of cost based upon a per hour, per assigned employee fee with a “not to exceed” maximum price as provided for herein in accordance with rates set forth in Exhibit 2.

1. The “Per Hour, Per Assigned Employee” fee, shall include all allowable and allocable costs that are incurred in the performance of the work, up to, but not exceeding a predetermined maximum price. Allowable and allocable cost shall include direct labor plus fringe benefits, overhead fee, and direct non-salary expenses. Pending establishment of final approved overhead rates for any period, the ENGINEER shall be reimbursed at provisional overhead rates subject to appropriate adjustment when the final overhead rates for the fiscal period are established. The overhead rates shall not change the predetermined cost ceiling.
2. For a project that utilizes the “Per Hour, Per Assigned Employee” method of compensation, it is anticipated that the total cost to the DISTRICT for the performance of the services will not exceed the estimated cost and that the ENGINEER agrees to use his good faith effort to perform his services within such estimated cost. If at any time, as the actual work progresses, the ENGINEER has reason to believe that the cost for the work will be greater than the estimated cost, the ENGINEER shall notify the DISTRICT in writing to that effect, giving the revised estimate of such cost for said work or a suggested revised scope of work which will remain within the original estimate of cost.
3. The DISTRICT shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the estimated cost set forth above, and the ENGINEER shall not be obligated to continue performance of said work or otherwise to incur cost in excess of the estimated cost set forth above, unless and until the

DISTRICT shall have notified the ENGINEER in writing that such estimated cost has been increased or that a modification of scope of work is acceptable and shall have specified in such notice a revised estimated cost which shall thereupon constitute the revised estimated cost of said work. When and to the extent that the estimated cost has been increased, any costs incurred by the ENGINEER in excess of the estimated cost prior to such increases shall be allowable to the same extent as if such cost had been incurred after the increase.

4. Except as otherwise provided, if the ENGINEER stops performance before completion of the work hereunder because it has incurred costs in the amount of or in excess of the estimated cost set, and the DISTRICT elects not to increase such estimated cost, then the DISTRICT shall pay to the ENGINEER the balance due on its cost and fee for said work. Both parties shall execute full and binding releases of the party from any and all obligations with regard to the work and the ENGINEER shall deliver to the DISTRICT copies of the ENGINEER'S work product subject to receipt of payment due.
5. The ENGINEER may elect to waive notifying the DISTRICT and agencies participating in the cost of the Project and is expected to do so whenever the work is close to completion and it is estimated that the cost increase will be small. In such event, if the cost subsequently exceeds that originally estimated by the ENGINEER, the ENGINEER may exercise his above obligation to notify the DISTRICT of the cost increase then estimated, but the DISTRICT shall not be obligated to pay for any overrun.
6. The term "Per Diem" shall mean a fixed hourly rate, which includes direct and indirect labor, overhead, fringe benefits and profit, for each category of personnel employed on the project, plus reimbursement for direct non-salary expenses.
7. In addition to the above methods, any other mutually agreed upon method of payment may be used.

B. Additional Service - DISTRICT shall pay ENGINEER for Additional Services rendered under Article 2 as follows:

1. General - For Additional Services rendered under Article 2, Section (A) paragraphs 1 through 19, on the basis of any method in Article 5(A).
2. Day-to-Day Consulting Services - For day-to-day Consulting Services not considered as being covered under Article 1, Basic Services of ENGINEER, on the basis of Payroll Costs Times a Factor of 2.4 for services rendered by principals and employees assigned to the Project.
3. Special Engineers - For services and reimbursable expenses of special engineers or surveyors (when included in special task authorization) employed by ENGINEER, the amount billed to ENGINEER therefore times a factor of 1.10.
4. Serving as a Witness - For the services for the principals and employees as engineers or witnesses in any litigation, hearing or proceeding, on the basis of payroll costs times a factor of 2.4.
5. Project Representative(s) Services - For Resident Project Representative(s) Services during construction, on any mutually agreed basis.
6. Reimbursable Expenses - In addition to payments provided for in Article 5 (A) and (B), DISTRICT shall pay ENGINEER the actual costs of all reimbursable expenses incurred in connection with all Basic and Additional Services.

C. Time of Payment

ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable expenses incurred. These monthly statements shall be based upon ENGINEER'S payroll cost times the appropriate factor. DISTRICT shall make monthly payments in response to ENGINEER'S monthly statements, and as further outlined in subsection (F) below.

D. Payroll Cost

The payroll costs used as a basis for payment mean the salaries and wages paid to all personnel engaged directly on the Project, including, but not limited to, engineers, surveyors, designers, drafters, specifications writers, estimators, other technical personnel, administrative personnel, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The amount of customary and statutory benefits of all personnel will be considered equal to 30% of salaries and wages.

E. Reimbursable Expenses

Reimbursable expenses shall mean the actual expense incurred directly or indirectly in connection with the Project to include but not be limited to: transportation and meals incidental thereto; obtaining bids or proposals from Contractor(s), furnishing and maintaining field office facilities; phone calls and faxes, excluding those to home office; reproduction of reports, Drawings and Specifications and similar Project related items in addition to those required under Article 1; and, if authorized in advance by DISTRICT, overtime work requiring higher than regular rates.

F. Provision for Prompt Payment

1. If DISTRICT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of a non-contested ENGINEER'S bill, the amounts due ENGINEER shall include a charge at the rate of 1% per month for any time in excess of thirty (30) days from the date of invoice and in addition ENGINEER may, after giving thirty (30) days written notice to DISTRICT, suspend services under this Contract until he has been paid in full all amounts due him for services and expenses.
2. If this Contract is terminated by DISTRICT during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of payroll costs times a factor of 2.4 for services rendered during that phase to date of termination by principals and employees assigned to Project, or the allocated percentage for that phase, whichever is less. In the event of any termination, ENGINEER will be paid for all unpaid Additional Services as provided in this paragraph.

ARTICLE 6 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the ENGINEER 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 ENGINEER'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 DISTRICT determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside engineers. The DISTRICT shall exercise its right under this Article within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be cancelled by the ENGINEER upon thirty (30) days prior written notice to the DISTRICT'S representative in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Contract through no fault of the ENGINEER; provided the DISTRICT fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the DISTRICT, with or without cause, immediately upon written notice to the ENGINEER. Unless the ENGINEER is in breach of this Contract, the ENGINEER shall be paid for services rendered to the DISTRICT'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the DISTRICT the ENGINEER 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 progress, completed work, and other materials related to the terminated work to the DISTRICT in the format acceptable to DISTRICT.
- D. Continue and complete all parts of the work that have not been terminated.

Prior to settlement upon termination of this Contract, the ENGINEER and the DISTRICT shall execute and deliver a mutual release by each party to the other of all claims and demands of any nature whatsoever arising under or by virtue of this Contract.

ARTICLE 8 - PERSONNEL

The ENGINEER 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 DISTRICT.

All of the services required hereunder shall be performed by the ENGINEER 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.

The ENGINEER shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind.

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

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

ARTICLE 9 - SUBCONTRACTING

The DISTRICT 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 of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The ENGINEER is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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 ENGINEER shall promptly do so, subject to acceptance of the new sub-consultant by the DISTRICT.

If sub-consultant(s) are used, the ENGINEER shall use only licensed and insured sub-consultant(s), and shall require any sub-consultant, as may be applicable, to provide a payment bond. 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 ENGINEER shall be responsible for the performance of all sub-consultants.

ARTICLE 10 - M/WBE PARTICIPATION

Minority/Women-Owned Business Enterprises (“M/WBE”) shall have the opportunity to participate in this project. ENGINEER is hereby informed that the DISTRICT has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the DISTRICT’S policy, the ENGINEER further agrees to hire minority sub-consultants to work on this project.

In accordance with the city’s M/WBE Ordinance #2412, as amended, the ENGINEER agrees to the M/WBE participation for this Contract and to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of Contract.

The ENGINEER agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the DISTRICT to inspect such records.

ARTICLE 11- FEDERAL AND STATE TAX

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

The ENGINEER 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 12- INSURANCE

- A. Prior to execution of this Contract by the DISTRICT, the ENGINEER 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 ENGINEER 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 DISTRICT’S representative. Compliance with the foregoing requirements shall not relieve the ENGINEER of its liability and obligations under this Contract.
- B. The ENGINEER 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 ENGINEER shall maintain, during the life of this Contract, commercial general liability, including Contractual liability insurance in the amount of \$500,000.00 per occurrence to protect the ENGINEER 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 ENGINEER or by anyone directly or indirectly employed by or Contracting with the ENGINEER.

- D. The ENGINEER shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the ENGINEER 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 ENGINEER or by anyone, directly or indirectly, employed by the ENGINEER.
- 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 DISTRICT.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the ENGINEER shall specifically include the DISTRICT as an "Additional Insured".

ARTICLE 13 - INDEMNIFICATION

The ENGINEER shall indemnify and save harmless and defend the DISTRICT, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the ENGINEER, its agents, servants, or employees in the performance of services under this Contract.

ENGINEER 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.

The ENGINEER shall defend all actions arising from ENGINEER'S negligent acts, in the name of the DISTRICT, when applicable, and all costs and fees associated therewith shall be the responsibility of the ENGINEER.

Nothing contained in this Article shall be construed or interpreted as consent by the DISTRICT to be sued, nor as a waiver of sovereign immunity beyond the limits provided in Section 768.28, Florida Statutes.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The DISTRICT and the ENGINEER 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. Except as above, neither the DISTRICT nor the ENGINEER 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 DISTRICT which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the DISTRICT and the ENGINEER.

ARTICLE 15 - 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 legal action necessary to enforce the Contract will be held in Palm Beach County, and if necessary be litigated by non-jury trial.

ARTICLE 16 - 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 17 - CONFLICT OF INTEREST

The ENGINEER 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 ENGINEER further represents that no person having any such conflicting interest shall be employed for said performance.

The ENGINEER shall promptly notify the DISTRICT'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 ENGINEER'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 ENGINEER may undertake and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the ENGINEER. The DISTRICT agrees to notify the ENGINEER of its opinion by certified mail within thirty (30) days of receipt of notification by the ENGINEER. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENGINEER, the DISTRICT shall so state in the notification and the ENGINEER 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 DISTRICT by the ENGINEER under the terms of this Contract.

ARTICLE 18 - DELAYS AND EXTENSION OF TIME

The ENGINEER 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 ENGINEER 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 ENGINEER'S request, the DISTRICT shall consider the facts and extent of any failure to perform the work and, if the ENGINEER'S failure to perform was without its or its sub-engineers fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the DISTRICT'S rights to change, terminate, or stop any or all of the work at any time.

If the ENGINEER is delayed at any time in the process of the work by any act or neglect of the DISTRICT or its employees, or by any other ENGINEER employed by the DISTRICT, or by changes ordered by the DISTRICT or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the ENGINEER'S control, or by delay authorized by the DISTRICT pending negotiation or by any cause which the DISTRICT shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the DISTRICT may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the DISTRICT. In the case of continuing cause of delay, only one (1) claim is necessary.

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

ARTICLE 19 - INDEBTEDNESS

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

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The ENGINEER shall deliver to the DISTRICT'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared for the DISTRICT 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 DISTRICT or at its expense will be kept confidential by the ENGINEER and will not be disclosed to any other party, directly or indirectly, without the DISTRICT'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, databases, reports and other data developed, or purchased, under this Contract for or at the DISTRICT'S expense shall be and remain the DISTRICT'S property and may be reproduced and reused at the discretion of the DISTRICT. The DISTRICT shall hold the ENGINEER harmless should the DISTRICT use any of the ENGINEER'S work products for a purpose other than that intended by the ENGINEER.

The DISTRICT and the ENGINEER shall comply with the 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 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 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 22 - CONTINGENT FEES

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

ARTICLE 23 - ACCESS AND AUDITS

The ENGINEER 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 DISTRICT 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 ENGINEER'S place of business.

ARTICLE 24 - NONDISCRIMINATION

The ENGINEER 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, ENGINEER 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 25 - ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration 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 26 - AUTHORITY TO PRACTICE

The ENGINEER 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 DISTRICT'S representative upon request.

The ENGINEER 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 DISTRICT agency.

ARTICLE 27 - 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 28 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the ENGINEER certifies that it, its affiliates, suppliers, sub-consultants and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 29 - MODIFICATIONS OF WORK

The DISTRICT reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the ENGINEER of the DISTRICT'S notification of a contemplated change, the ENGINEER shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated

change, (2) notify the DISTRICT of any estimated change in the completion date, and (3) advise the DISTRICT if the contemplated change shall affect the ENGINEER'S ability to meet the completion dates or schedules of this Contract.

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

If the DISTRICT elects to make the change, the DISTRICT shall initiate a Contract Amendment and the ENGINEER shall not commence work on any such change until such written amendment is signed by the ENGINEER and approved and executed by the DISTRICT BOARD FOR THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT or its designated representative.

ARTICLE 30 - NOTICE

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

**CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
c/o MARIO E. LOAIZA, P.E.
UTILITY ENGINEER & PROJECT MANAGER
600 W. BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404**

and if sent to the ENGINEER shall be mailed to:

**PATRICK A. BARNES, P.G., PRESIDENT/CEO
BARNES, FERLAND AND ASSOCIATES, INC.
1230 HILLCREST STREET
ORLANDO, FL 32803**

ARTICLE 31 - ENTIRETY OF CONTRACTUAL CONTRACT

The DISTRICT and the ENGINEER agree that this Contract and any attachments hereto or other documents as referenced in the 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 29- Modifications of Work.

ARTICLE 32 – WAIVER

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

ARTICLE 33 - PREPARATION

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

ARTICLE 34 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event ENGINEER 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 DISTRICT may at its option and without notice terminate this Contract.

ARTICLE 35 - REPRESENTATIONS/BINDING AUTHORITY

ENGINEER 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, Patrick A. Barnes, President/CEO, hereby represents to the DISTRICT that he 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 36 - 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 37 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the Contract, Exhibit "1", Exhibit "2" and RFQ No. 168-07. The ENGINEER agrees to be bound by all the terms and conditions set forth in this Contract and RFQ NO. 168-07. To the extent there exists a conflict between this Contract and RFQ NO. 168-07, 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 38 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by both parties.

ARTICLE 39 - 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 40 - 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 41 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material, men, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land

within the territorial boundaries of the DISTRICT which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the ENGINEER;

- B. The filing of any judgment lien against the assets of the ENGINEER related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the ENGINEER; or
- C. The filing of a petition by or against the ENGINEER for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the ENGINEER or the ENGINEER'S property; or an assignment by the ENGINEER for the benefit of creditors; or the taking possession of the property of the ENGINEER by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the ENGINEER; or if a temporary or permanent receiver or trustee shall be appointed for the ENGINEER or for the ENGINEER'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The ENGINEER shall provide written notice to the DISTRICT of the occurrence of any event of default within ten (10) days of the ENGINEER'S receipt of notice of any such default.

ARTICLE 42 - WAIVER OF SUBROGATION

The ENGINEER hereby waives any and all rights to Subrogation against the DISTRICT, 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 CONTRACT to waive subrogation without an endorsement, then the ENGINEER 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 ENGINEER enter into such a CONTRACT on a pre-loss basis.

ARTICLE 43 - RIGHT TO REVIEW

The DISTRICT, by and through its 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 DISTRICT 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 44 - REUSE OF DOCUMENTS

All documents including Drawings and Specifications furnished by ENGINEER pursuant to this Contract are instruments of his services in respect of a Project. They are not intended or represented to be suitable for reuse by DISTRICT or others on extensions of the Project or any other project. Any reuse of said documents will be at DISTRICT'S sole risk and without liability or legal exposure to ENGINEER, and DISTRICT shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. All preliminary and final design drawings and specification, and the drawings conforming to construction records become the property of the DISTRICT.

ARTICLE 45 - OPINION OF PROBABLE PROJECT COST

Since ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his

best judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase, DISTRICT wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator.

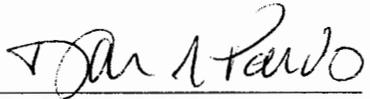
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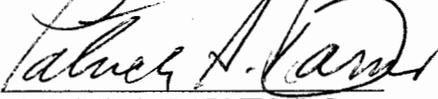
CONTRACT WITH THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

DISTRICT: CITY OF RIVIERA BEACH USD

ENGINEER: BARNES, FERLAND & ASSOCIATES, INC.

BY: 
DAWN S. PARDO
CHAIRPERSON

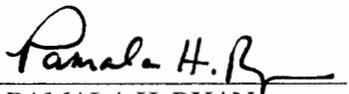
BY: 
PATRICK A. BARNES, P.G.
PRESIDENT/CEO

ATTEST:

BY: 
CARRIE E. WARD, MMC,
DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN
DISTRICT ATTORNEY

BY: 
GLORIA SHUTTLESWORTH
INTERIM DIRECTOR OF UTILITIES

DATE: 4/19/10

CONTRACT WITH THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

DISTRICT: CITY OF RIVIERA BEACH USD

ENGINEER: BARNES, FERLAND & ASSOCIATES, INC.

BY: _____
DAWN S. PARDO
CHAIRPERSON

BY: _____
PATRICK A. BARNES, P.G.
PRESIDENT/CEO

ATTEST:

BY: _____
CARRIE E. WARD, MMC,
DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: *Pamala H. Ryan*
PAMALA H. RYAN,
DISTRICT ATTORNEY

BY: _____
GLORIA SHUTTLESWORTH
INTERIM DIRECTOR OF UTILITIES

DATE: 4/15/10

EXHIBIT 1

Duties, Responsibilities and Limitations of the Authority of Resident Project Representative

GENERAL.

Resident Project Representative is ENGINEER'S Agent. His dealings in matters pertaining to the on-site work will in general be only with the DISTRICT, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

DUTIES AND RESPONSIBILITIES.

Resident Project Representative shall:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.
2. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences and notify in advance those expected to attend. Attend meetings and maintain and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as DISTRICT'S liaison with CONTRACTOR when Contractor's operations affect DISTRICT'S on-site operations.
 - b. Assist in obtaining from DISTRICT additional details or information, when required at the job site for proper execution of the Work.
 - c. In the interest of preserving the proper channels of communication, advise ENGINEER of any direct communication between DISTRICT and CONTRACTOR.
4. Shop Drawings and Samples:
 - a. Receive and record date of receipt of Shop Drawings and samples which has been furnished by CONTRACTOR.
 - b. Review the Shop Drawings for conformance with the information given in the Contract Documents.
 - d. Provide review and approval of Shop Drawings (as that term is defined in the General Conditions of the Project Contract Documents) and samples, the results of tests and inspections and other data which any CONTRACTOR is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR (S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by

EXHIBIT 1 (Cont'd.)

CONTRACTOR in accordance with the Contract Documents.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
 - b. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, test or approvals required to be made; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.
 - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and startups.
 - d. Accompany DISTRICT and visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections.
 - e. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, ENGINEER shall endeavor to provide further protection for DISTRICT against defects and deficiencies in the work, but the furnishing of such resident project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs.
6. Interpretation of Contract Documents:

Transmit to CONTRACTOR clarification and interpretation of the Contract Documents.
7. Modifications:
 - a. Consider and evaluate Contractor's suggestion for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
 - b. Prepare routine change orders as required; he may, as DISTRICT'S representative, require special inspection or testing of the work; he shall act as interpreter of the performance there under by the parties thereto and shall make decisions on all claims of DISTRICT and CONTRACTOR(S) relating to the execution and progress of the Work and all other matters and questions related thereto.
 - c. Process Contract change orders to reflect final measured Contract quantities and to reflect changes in the Contract Drawings and Specifications.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports and other Project-related documents.

EXHIBIT 1 (Cont'd.)

- b. Keep a diary or log book and Daily Construction Reports.
 - c. Advise ENGINEER whenever CONTRACTOR is not currently maintaining an up-to-date copy of Record Drawings at the site.
 - d. Prepare and maintain a set of marked prints for use in future comparison with the Contractor's record set.
9. Reports:
- a. Furnish ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the approved progress schedule, schedule of Shop Drawing submissions and other schedules.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Prepare and submit monthly reports, with the required number of copies for any participating Federal or State agency, concerning the general progress of the project.
 - d. Prepare monthly narrative report for submittal to DISTRICT on project progress.
10. Payment Requisitions:
- a. Based on his on-site observations as an experienced and qualified professional and on his review of CONTRACTOR(S) and approve in writing payments to CONTRACTOR(S) in such amounts; such approval of payment will constitute a representation to DISTRICT, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents , and to any qualifications stated in his approval), but by approving an application for payment ENGINEER will not be deemed to have represented that he has made any examination to determine how or for what purposes any CONTRACTOR has used the monies paid on account of the Contract Price, or that title to any of the CONTRACTOR(S)' work , materials, or equipment has passed to DISTRICT free and clear of any lien, claims, security interests or encumbrances.
 - b. Receive and check CONTRACTOR(S)' or subcontractor's payrolls for compliance with the provisions of the Contract.
11. Guarantees, Certificates, Maintenance and Operation Manuals:
During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver these data to ENGINEER for his review and forwarding to DISTRICT prior to final acceptance of the Project.

EXHIBIT 1 (Cont'd.)

12. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction.
- b. Conduct final inspection in the company of ENGINEER, DISTRICT, and CONTRACTOR and prepare a final list of items to be corrected.
- c. Verify that all items on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

LIMITATIONS OF AUTHORITY.

The Resident Project Representative:

1. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or Contractor's superintendent.
2. Shall not expedite Work of the CONTRACTOR.
3. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
4. Shall not assist CONTRACTOR in maintaining up-to-date copy of Record Drawings.

BFA Environmental Consultants
Barnes, Ferland and Associates, Inc.

March 29, 2010

Mario E. Loaiza, P.E.
 Utility Engineer
 City of Riviera Beach Utility District
 600 West Blue Heron Boulevard
 Riviera Beach, FL 33404

Re: City of Riviera Beach – General Professional Engineering Services for Water Treatment, Distribution and Sewer Collection Planning and Design Services

As requested, the following is information regarding our current overhead multiplier and personnel hourly rates for projects. BFA proposes to utilize these rates through the initial term of the Contract:

Base Rate:	100%
Overhead & Fringe Benefits:	166%
Subtotal:	266%
Profit (12%):	0.32
Overall Multiplier	<u>2.98</u>

Individual classification for personnel hourly rates are as follows:

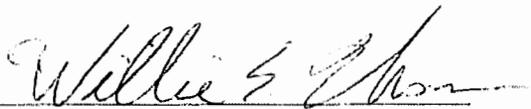
Classification	Hourly Rate	Overall Multiplier	Billable Rate
Principal Hydrogeologist	\$73.90	2.98	\$220.22
Principal Engineer	\$71.10	2.98	\$211.88
Senior Project Manager	\$65.20	2.98	\$194.30
Construction Manager	\$34.70	2.98	\$103.41
Project Manager	\$47.70	2.98	\$142.15
Assist. Project Manager	\$36.80	2.98	\$109.66
Engineer V	\$64.90	2.98	\$193.40
Engineer IV	\$46.20	2.98	\$137.68
Engineer III	\$39.00	2.98	\$116.22

Mario E. Loaiza, P.E.
City of Riviera Beach Utility District
March 29, 2010
Page 2

Classification	Hourly Rate	Overall Multiplier	Billable Rate
Engineer II	\$29.80	2.98	\$88.80
Engineer I	\$26.00	2.98	\$77.48
CAD IV (Designer)	\$39.10	2.98	\$116.52
CAD III	\$28.20	2.98	\$84.04
CAD II	\$20.10	2.98	\$59.90
CAD I	\$15.20	2.98	\$45.30
Hydrogeologist V	\$50.50	2.98	\$150.49
Hydrogeologist IV	\$41.70	2.98	\$124.27
Hydrogeologist III	\$35.70	2.98	\$106.39
Hydrogeologist II	\$29.30	2.98	\$87.31
Hydrogeologist I	\$22.80	2.98	\$67.94
Environmental Scientist IV	\$35.70	2.98	\$106.39
Environmental Scientist III	\$29.30	2.98	\$87.31
Environmental Scientist II	\$23.80	2.98	\$70.92
Environmental Scientist I	\$17.90	2.98	\$53.34
Administrative Support	\$14.90	2.98	\$44.40

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Sincerely,



Willie E. Thomas, PE
Vice President
Barnes, Ferland and Associates, Inc.





CITY OF RIVIERA BEACH UTILITY DISTRICT

600 W. BLUE HERON BLVD.
TELEPHONE (561) 845-4185

RIVIERA BEACH, FL 33404
FAX (561) 840-7292

March 29, 2010

Mr. Patrick A. Barnes, P.G., President/CEO
Barnes, Ferland and Associates, Inc.
1230 Hillcrest Street
Orlando, Florida 32803

Re: Notice of Offer to Negotiate Terms and Conditions for Engineering and Related Professional Design Services: Continuing Services Contract

Dear Patrick:

On behalf of the residents and administration of Riviera Beach, the selection committee for RFP No. 168-07 wishes to extend its congratulations to Barnes, Ferland and Associates, Inc. for being evaluated as one of two top ranked firms to provide Professional Engineering and Design Services for the Utility District's continuing services contract.

As you know, your firm has been selected as one of the top two ranked firms to provide the above referenced professional services. The selection committee for this service has requested and received authorization from the Riviera Beach Utility District Board to enter into "face to face" negotiations in accordance with the requirements of the "Consultants' Competitive Negotiation Act" (FS 287.055) and wish to proceed as expeditiously as possible to work out mutually agreeable terms.

As promised, we are forwarding for your consideration and purpose a copy of the District's standard contract for "**Professional Consulting Services**". We ask that you review the agreement and be prepared to discuss any questions or concerns during our negotiation session.

As previously agreed, initial negotiations are scheduled from 10:00 a.m. to 11:00 a.m., Thursday, April 1, 2010 and will be held in the Utility District's conference room at the municipal complex located at 600 West Blue Heron Blvd., Riviera Beach. The District negotiation team will include the Interim Executive Director of Utilities/Assistant City Manager, Gloria Shuttlesworth; Finance Director, Jeffrey Williams; Purchasing Director, Benjamin Guy and Utility Engineer, Mario E. Loaiza, P.E.

Finally, the committee wishes again to acknowledge the time invested in your response and to thank you for your efforts thus far. We ask for your continued patience and offer our commitment for an expeditious process moving forward.

Again, thank you so much for your cooperation and patience. If you have any questions regarding this correspondence or require additional information or clarification of any related matter, please contact us immediately at (561) 845-4185.

Sincerely,

A handwritten signature in black ink, appearing to read "Gloria Shuttlesworth". The signature is fluid and cursive, with a large initial "G" and "S".

Gloria Shuttlesworth
Interim Executive Director of Utilities

Attachments

cc: Ben Guy, Purchasing Director
Jeffrey Williams, Finance Director
Mario E. Loaiza, P.E., Utility Engineer
File

12. NAME Ronald P. Ferland, PE		13. ROLE IN THIS CONTRACT Senior Engineer/QA & QC		14. YEARS EXPERIENCE	
				A. TOTAL	b. WITH CURRENT FIRM
				32	16

15. FIRM NAME AND LOCATION (City and State)
Barnes, Ferland and Associates, Inc. (Orlando, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION) B.S., Environmental Engineering,	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer - FL 66465
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.):
Mr. Ferland is highly qualified in environmental engineering with special expertise in utility management, facility master planning, water and wastewater treatment design and process control, effluent disposal, sludge treatment and disposal, water distribution and wastewater collection system design and construction, water quality, water resources and hydrogeology, state and federal environmental regulations. Mr. Ferland is also experienced with all aspects of utility rates, charges, financing, and funding assistance programs including State Revolving Fund (SRF), USDA Rural Development loan/grant and EPA STAG grant programs.

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Continuing Engineering Consultant - Water Treatment Plants No. 2, 3 & 5 Altamonte Springs, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 1996	CONSTRUCTION (if applicable) 2006
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager - one ton cylinder chlorination facilities for the City's two largest water treatment plants; Water Plant #5 expansion consisting of 11.30 MGD variable speed high service pumping station, 1.6 MG concrete ground storage tank, controls, new building and related site improvements; Water Treatment Plant #3 chlorination and dechlorination facilities for reclaimed water system; feasibility analysis of increasing use of surface waters for augmenting reclaimed water demands; Water Treatment Plant #2 expansion of a potable water treatment plant from 3.5 to 8.0 MGD capacity design of a 0.75 million gallon ground storage tank, a high service pumping system and building, combination perimeter block wall and security fence, a paved access road, emergency power generator, and a well enclosure.	<input checked="" type="checkbox"/> Check if project performed with current firm	

b.	(1) TITLE AND LOCATION (City and State) Continuing Engineering & Hydrogeological Services, Ormond Beach, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 1997	CONSTRUCTION (if applicable) 2006
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Engineering Project Manager - Evaluation of the City's water supply and treatment facilities consisting of an 8 MGD lime softening treatment plant and five well fields. Evaluated three treatment process alternatives (ultrafiltration, nanofiltration and lime softening) with regard to the historical water supply quality characteristics and projected degradation; conducted hydraulic modeling and analysis of the manifolded raw water transmission system serving the five well fields; conducted physical inspection of supply wells; prepared report summarizing analyses conducted, cost estimates of the various alternatives, regulatory issues, and providing conclusions and recommendations.	<input checked="" type="checkbox"/> Check if project performed with current firm	

c.	(1) TITLE AND LOCATION (City and State) Continuing Consulting Engineering Services, Maitland, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 1989	CONSTRUCTION (if applicable) Present
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Project Manager - Development of a water supply, treatment and distribution system master plan; design and construction management of 4500 gpm, 1200 foot deep supply well; design and construction management of approximately 6 miles of transmission/distribution pipelines ranging 6" - 16" and Water Plant #4 improvements consisting of variable speed high service pumping, chlorination system, automated control system, MCC, auxiliary generator transfer and building; completed water system corrosion control evaluation resulting in recommendation of orthophosphate inhibitor addition for reduction of copper corrosion; Consumptive Use Permit application and related consulting, including development of water demand projections, water conservation program, surface water use program for irrigation and conservation rate design.	<input checked="" type="checkbox"/> Check if project performed with current firm	

d.	(1) TITLE AND LOCATION (City and State) Continuing Consulting Engineering Services, Orange County Utilities	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 1998	CONSTRUCTION (if applicable) 2002
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Project Manager - Sodium hydroxide chemical feed systems at eight (8) water treatment plants ranging from 1.4 to 6.0 MGD; water system master plans for North and Bithlo Service Areas; Water and Wastewater Master Plan development and application of non-cost factors to water and wastewater plan alternatives, development of wastewater transmission alternatives, including building and calibrating transmission system hydraulic model.	<input checked="" type="checkbox"/> Check if project performed with current firm	

e.	(1) TITLE AND LOCATION (City and State) City of Edgewater Water Improvement Program, Edgewater, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 1994	CONSTRUCTION (if applicable) 2001
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Project Manager for the planning, design and construction management a water system master plan consisting of hydraulic evaluation of distribution system and developed capital improvement program to improve system level of service and provide for service area expansion; 5.0 MGD water treatment facility expandable to 10 MGD consisting of aeration, lime softening, recarbonation, filtration, finished water storage, chloramine disinfection, variable speed high service pumping and SCADA; wellfield development impact analysis, permitting, mechanical outfitting and raw water main; 20 miles of 6" to 24" water transmission and distribution pipelines; and, water and wastewater rate and charge determination and engineers report in support of \$15 million bond issue.	<input checked="" type="checkbox"/> Check if project performed with current firm	

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
Willie E. Thomas, PE		Project Manager/Senior Engineer		A. TOTAL	b. WITH CURRENT FIRM
				17	10
15. FIRM NAME AND LOCATION (City and State) Barnes, Ferland and Associates, Inc. (Orlando, Florida)					
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S., Civil Engineering			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer – FL 57612		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.): Mr. Thomas is a civil engineer with 17 years of experience of providing planning, design, construction management, and engineering services for wastewater, potable water, water resources, and reclaimed water projects. He has been involved in various phases of master plan development for several projects. Mr. Thomas also has experience evaluating and designing wastewater, potable water, and reuse water conveyance systems using various hydraulic modeling platforms such as H2OMap and Watercad, integration with GIS Mapping.					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) St. Johns River/Taylor Creek Reservoir Water Supply Project, Orlando, Florida			(2) YEAR COMPLETED	
				PROFESSIONAL SERVICES 2008	CONSTRUCTION (If applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input checked="" type="checkbox"/> Check if project performed with current firm		
Senior Project Engineer: BFA, as part of CH2M/PB Water project team, provided engineering and hydrogeological services required to complete the evaluation and potential siting study for treatment plant facilities, Aquifer Storage and Recovery (ASR) wells, and Direct Recharge wells. Responsible for the WTP siting component, identified feasible sites based on environmental and technical criteria, as well as the relative location of the WTP site(s) in relation to other potential project components such as transmission corridors, reservoir sites, surface water intake locations, and finished water delivery points.					
b.	(1) TITLE AND LOCATION (City and State) Town of Eatonville Water Treatment Plant Upgrade, Eatonville, Florida			(2) YEAR COMPLETED	
				PROFESSIONAL SERVICES 2005	CONSTRUCTION (If applicable) 2006
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input checked="" type="checkbox"/> Check if project performed with current firm		
Project Manager responsible for preliminary design, final design, permitting, and construction management for upgrade of the high service pump station, new finished water flow meter, yard piping modifications, new perimeter security fence at the WTP, abandonment of two (2) existing potable water supply wells, construction of two (2) new 990 gpm potable water supply wells, 1,900-LF 10" raw water pipeline, and new emergency power generator for backup power supply at the well site.					
c.	(1) TITLE AND LOCATION (City and State) Continuing Consulting Engineering Consultant, Altamonte Springs, Florida			(2) YEAR COMPLETED	
				PROFESSIONAL SERVICES 2002 to Present	CONSTRUCTION (If applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input checked="" type="checkbox"/> Check if project performed with current firm		
Senior Project Engineer assisted with the preparation of the City's Water Supply Plan that developed an integrated water resource management plan using potable, reclaimed and surface water/stormwater resources to meet the City's potable and non-potable demands; development of potable and reclaimed water distribution hydraulic models; 20 year CUP renewal fully providing projected demands; water system vulnerability assessment; potable water system capacity analysis; Altamonte Springs to Apopka reclaimed water main routing evaluation; and miscellaneous tasks related to the City's potable and reclaimed water systems.					
d.	(1) TITLE AND LOCATION (City and State) Altamonte Springs Water Treatment Plant No. 2 Expansion Altamonte Springs, Florida			(2) YEAR COMPLETED	
				PROFESSIONAL SERVICES 2003	CONSTRUCTION (If applicable) 2006
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input checked="" type="checkbox"/> Check if project performed with current firm		
Senior Project Engineer assisted in the preliminary design, final design, permitting, bidding, award, and construction management services for the expansion of a potable water treatment plant from 3.5 to 8.0 MGD capacity. Design included a 0.75 million gallon ground storage tank, a high service pumping system and building, combination perimeter block wall and security fence, a paved access road, emergency power generator, and a well enclosure at Water Treatment Plant No. 2, demolition of existing high service pump building, preparation of design drawings and specifications, permitting, and construction management services.					
e.	(1) TITLE AND LOCATION (City and State) City of Wildwood Water and Wastewater Master Plan Wildwood, Florida			(2) YEAR COMPLETED	
				PROFESSIONAL SERVICES 2005	CONSTRUCTION (If applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input checked="" type="checkbox"/> Check if project performed with current firm		
Senior Project Engineer assisted in the preparation of the City of Wildwood Water and Wastewater System Master Plan in support of permit applications for expanded reuse disposal sites. Tasks performed include identification of future growth and associated water demand and wastewater flows; water and wastewater treatment capacity requirements; potable and reclaimed water supply; identification of effluent disposal/reuse sites; and hydraulic modeling of the potable and wastewater transmission systems.					

12. NAME Daniel L. Allen, PE	13. ROLE IN THIS CONTRACT Principal-in-Charge – QA / QC	14. YEARS EXPERIENCE	
		A. TOTAL	b. WITH CURRENT FIRM
		28	3

15. FIRM NAME AND LOCATION (City and State)
Barnes, Ferland and Associates, Inc. (Orlando, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION) B.S., Civil Engineering,	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer—FL # 37801
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.):
Mr. Allen is an experienced environmental engineer with 27 years experience in utility management, facility master planning, water resources and treatment design and construction management. Prior to joining BFA, Mr. Allen directed Orange County's Utilities Engineering and Construction Divisions with a combined annual operating budget of \$5.1 million. Mr. Allen supervised the development and implementation of the Utilities Department's \$570 million 5-year Capital Improvements Program and assisted in management of the Utilities Department with an annual budget of \$210 Million. Mr. Allen was Orange County's representative for the St. John River/Taylor Creek Reservoir (SJR/TCR) Regional Water Supply Project.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Morris Bridge Water Treatment Plant Process Improvements (Tampa, Florida)	1998	1998
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manger - The project included process improvements at the City of Tampa's 50 MGD Morris Bridge Water Treatment Plant. The process improvements included upgrades to all chemical feed systems, improvements to enhance the process hydraulics, replacement of filter valves and operators, and improvements to the instrumentation and control systems. The project also included the addition of a new high service pumping building with 200 HP and 350 HP vertical turbine pumps. (Construction cost - \$8,960,000)		
	<input type="checkbox"/> Check if project performed with current firm		
b.	SJRWMD/Orange County Eastern Aquifer Storage And Recovery System (Orlando, Florida)	2010	2010
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager - The Orange County Utilities' ASR well is sized for 3 MGD and is located at the County's Eastern Regional Water Reclamation Facility. The well includes a 24-inch diameter outer steel casing installed to 220 feet into the top of the Upper Floridan aquifer, an 18-inch steel casing installed to a depth of 1,045 feet and a 17 bore hole through the storage interval from 1,045 to 1,190 feet bls. The surface facilities include a 150 hp vertical turbine well pump, recharge/recovery piping, control valves, disinfection facilities, instrumentation and controls and SCADA system for remote monitoring and operation from the Eastern Regional Water Supply Facility. Permits included a FDEP UIC for the well, three FDEP Water System Permits for the Surface Facilities (well pump, disinfection system and recharge/recovery piping), and FDEP Wastewater Permit for reclaimed water augmentation during cycle testing. (Construction costs for surface facilities - \$1,175,000)		
	<input checked="" type="checkbox"/> Check if project performed with current firm		
c.	St. Johns River/Taylor Creek Reservoir Water Supply Project (Orlando, Florida)	2008	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE BFA Principal In Charge - BFA, as part of CH2M/PB Water project team, provided engineering and hydrogeological services required to complete the evaluation and potential siting study for treatment plant facilities, Aquifer Storage and Recovery systems, and Direct Recharge wells. Responsible for the WTP siting component, identified feasible sites based on environmental and technical criteria, as well as the relative location of the WTP sites to other potential project components such as transmission corridors, reservoir sites, surface water intake locations, and finished water delivery points.		
	<input checked="" type="checkbox"/> Check if project performed with current firm		
d.	Titusville 1.5 Million Gallon finished Water Storage (Titusville, Florida)	1993	1993
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager - Provided engineering design and construction services for a 1.5 million gallon finished water storage tank at the City of Titusville's Water Treatment Plant. The project also included miscellaneous yard piping improvements. (Construction cost - \$498,000)		
	<input type="checkbox"/> Check if project performed with current firm		
e.	Bushnell Water and Wastewater Master Plan (Bushnell, Florida)	2009	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager - The water treatment plant portion of this project included evaluation of each of the City's water treatment plants and determination of overall system improvements to meet the City's 20 year growth projections. System processes were review and sized based on the projected growth. Preliminary costs were developed for inclusion in the City's Capital Improvement Projects. The results of the Master Plan were presented at a workshop with the City Council and also at a regular City Council public meeting for final adoption.		
	<input checked="" type="checkbox"/> Check if project performed with current firm		

12. NAME Samuel J. Roberts	13. ROLE IN THIS CONTRACT Construction Management	14. YEARS EXPERIENCE	
		A. TOTAL 17	b. WITH CURRENT FIRM 10

15. FIRM NAME AND LOCATION (City and State)
Barnes, Ferland and Associates, Inc. (Orlando, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. Civil	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) N/A
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18. Mr. Roberts is an experienced project engineer and project manager with over 15 years experience in Project management, Utility Engineering Design, and Construction Management. Mr. Roberts has a strong back ground in land development and land use planning, and has worked on the design and construction management of large scale residential, commercial and utility development and re-development projects with contract values in excess of \$15M.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) City of Altamonte Springs Elevated Storage Tank Rehabilitation Altamonte Springs, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2003	CONSTRUCTION (if applicable) 2003

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm
Project engineer and construction management duties for final design and construction associated with the conversion of the City's west elevated storage tank (500,000 gallons) from reclaimed water service to potable water service. Responsibilities included completing all permit requirements, FDEP certifications and clearances, daily construction monitoring, shop drawings and submittals review, coordination of pre-construction and progress meetings.

(1) TITLE AND LOCATION (City and State) SJRWMD Aquifer Storage and Recovery Construction and Testing Program Orlando, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2010	CONSTRUCTION (if applicable) 2010

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm
Project engineer and construction management responsibilities included assisting with final design, permitting, and construction management for the surface facilities including a 150 hp vertical turbine well pump, recharge/recovery piping, control valves, disinfection facilities (hypochlorite storage and pumping), instrumentation and controls and SCADA system for remote monitoring and operation from the Eastern Regional Water Supply Facility.

(1) TITLE AND LOCATION (City and State) Town of Eatonville Water Treatment Plant Upgrade Eatonville, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2005	CONSTRUCTION (if applicable) 2006

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm
Project engineer and construction manager assisted with final design, permitting, and construction management for upgrade of the high service pump station, new finished water flow meter, yard piping modifications, new perimeter security fence at the WTP, abandonment of two (2) existing potable water supply wells, construction of two (2) new 990 gpm potable water supply wells, 1,900-LF 10" raw water pipeline, and new emergency power generator for backup power supply at the well site.

(1) TITLE AND LOCATION (City and State) Hurricanes Gustav and Ike Quality Assurance Services for Debris Removal Houston and Galveston, Texas	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2008 and 2009	CONSTRUCTION (if applicable) N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm
Project Manager for 15 field sites and more than 220 BFA employees covering southwest Louisiana and Texas. Mr. Roberts was the point of contact between the local City Government, EOC operations, prime contractor, site project managers, field supervisors, and monitors. He was the project representative to six local municipalities in Texas providing daily reports on the project progress, statistics on cubic yards of debris removed, planned project closeout, and developing reports for reimbursements from FEMA, and negotiated with governing authorities for additional site locations. For Chambers County, Texas, Mr. Roberts staffed and managed the entire site from startup operations.

(1) TITLE AND LOCATION (City and State) Hurricanes Katrina and Rita Quality Assurance Services for Debris Removal New Orleans, Louisiana	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2005 and 2006	CONSTRUCTION (if applicable) N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm
Mr. Roberts provided logistical support for the Debris Removal Monitoring and Quality Assurance contract. Responsibilities included securing field equipment and supplies for the operation; and provided on-site management of disaster response and logistics recovery for the BFA operations, including staff selection, management, and training.

12. NAME Erin J. Giblin, PE	13. ROLE IN THIS CONTRACT Project Engineer	14. YEARS EXPERIENCE	
		A. TOTAL	b. WITH CURRENT FIRM
		8	6

15. FIRM NAME AND LOCATION (City and State)
Barnes, Ferland and Associates, Inc. (Orlando, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION) B.S., Environmental Engineering,	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer - FL 66465
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.):
Ms. Giblin is an environmental engineer with six years of experience of providing planning; design, permitting assistance and engineering services for wastewater, potable water, water resources, and reclaimed water projects. She has been involved in various phases of master plan development for several projects. Ms. Giblin also has experience evaluating and designing wastewater, potable water, and reuse water conveyance systems using various hydraulic modeling platforms and graphical information systems such as H₂O_{Net}, Cybernet/Watercad and ArcGIS.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	City of Altamonte Springs Potable Water System Hydraulic Model Altamonte Springs, Florida	2006	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer assisted with conversion of the existing potable water system hydraulic model to H ₂ O Map utilizing the City's GIS database, model development, model calibration, and hydraulic analysis. Results of the modeling were utilized for the development of the 10-year water supplies facility work plan which included recommended system improvements to the storage, high service pumping, and distribution systems.		
b.	SJRWMD Aquifer Storage and Recovery Construction and Testing Program Orlando Florida	2010	On-going
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer responsibilities included preliminary design, final design, permitting, and construction management for the surface facilities including a 150 hp vertical turbine well pump, recharge/recovery piping, control valves, disinfection facilities (hypochlorite storage and pumping), instrumentation and controls and SCADA system for remote monitoring and operation from the Eastern Regional Water Supply Facility.		
c.	City of Altamonte Springs Continuing Engineering Consultant Altamonte Springs Florida	2002 to Present	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer assisted with the preparation of the City's Water Supply Plan that developed an integrated water resource management plan using potable, reclaimed and surface water/stormwater resources to meet the City's potable and non-potable demands; development of potable and reclaimed water distribution hydraulic models; 20 year CUP renewal fully providing projected demands; water system vulnerability assessment; potable water system capacity analysis; Altamonte Springs to Apopka reclaimed water main routing evaluation; and miscellaneous tasks related to the City's potable and reclaimed water systems.		
d.	City of Altamonte Springs Water Treatment Plant No. 2 Expansion Altamonte Springs, Florida	2005	2006
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer assisted in the preliminary design, final design, permitting, bidding, award, and construction management services for the expansion of a potable water treatment plant from 3.5 to 8.0 MGD capacity. Design included a 0.75 million gallon ground storage tank, a high service pumping system and building, combination perimeter block wall and security fence, a paved access road, emergency power generator, and a well enclosure at Water Treatment Plant No. 2, demolition of existing high service pump building, preparation of design drawings and specifications, permitting, and construction management services.		
e.	City of Wildwood Water and Wastewater Master Plan Wildwood, Florida	2005	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer assisted in the preparation of the City of Wildwood Water and Wastewater System Master Plan in support of permit applications for expanded reuse disposal sites. Tasks performed include identification of future growth and associated water demand and wastewater flows; water and wastewater treatment capacity requirements; potable and reclaimed water supply; identification of effluent disposal/reuse sites; and hydraulic modeling of the potable and wastewater transmission systems.		

Project Team Member	Project Role	Current Workload	Availability for this Contract
Prime Consultant			
Daniel Allen, P.E.	Principal In Charge	60%	40%
Willie Thomas, P.E.	Project Manager	55%	45%
Geoff Hennessy, P.E.	Senior Engineer	25%	75%
Cynthia Malone, P.E.	Senior Engineer	25%	75%
Ron Ferland, P.E.	Quality Assurance/Quality Control	50%	50%
Erin Giblin, P.E.	Staff Engineer	60%	40%
Larry Li, PhD, P.E.	Staff Engineer	55%	45%
Lillian Pierson, E.I.	Staff Engineer	60%	40%
Paul Neilsen, E.I.	Staff Engineer	60%	40%
Samuel Roberts	Construction Management	60%	40%
Don Krzeminski	Senior Designer	50%	50%
Patrick Barnes, P.G.	Water Resources	50%	50%
John Watson, P.H.	Water Resources	70%	30%
Joel Kimrey, P.G.	Water Resources	65%	35%



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

1

1. TITLE AND LOCATION *(City and State)*

22. YEAR COMPLETED

Water Treatment Plant No.2 and No. 5 Expansions

PROFESSIONAL SERVICES
2006

CONSTRUCTION (if Applicable)
January, 2007

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Altamonte Springs, Florida

b. POINT OF CONTACT NAME

Mr. Larry Dolamore

c. POINT OF CONTACT TELEPHONE NUMBER

(407) 571-8712

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The City of Altamonte Springs has three potable water treatment plants in service which include Water Treatment Plants No 2, No. 4, and No. 5. The City completed expansion to WTP No. 5 in 2001 and final construction of WTP# 2 in June 2006. Expansion to both facilities will meet peak water demands until the year 2025.

BFA provided construction management and periodic construction inspection services during construction of the water treatment plant expansions and water supply wells. Construction management services included the assembly of "Conformed" Contract Documents, conducted a pre-construction conference, shop drawing review for conformance with Contract Documents, attended monthly construction progress meetings, periodic observation of construction activities during critical project procedures, provided clarification and interpretation of Contract Documents, evaluation of change order requests and recommendations to the Owner, conducted substantial and final completion inspections of the project and prepared "punch lists" of deficient work to be corrected by the Contractor, preparation of project "Record Drawings", and preparation of certification of completion packages for FDEP clearance.

Construction inspection services included observation of critical construction activities including re-bar installation, concrete placement, piping penetrations (prior to floor slab pour), placement of roof and openings, piping connections to existing facilities, pressure tests, pump and control equipment installation, pump building walls, floor slab and bar joist system, concrete deck pour and roofing system construction, electrical equipment installation and associated controls, installation and connection of the high service pumps, piping connections with the existing yard piping, grading, site drainage, and miscellaneous key items which influence the ability for the project to properly function as intended in the design documents.

WTP #2

The improvements designed included a new high service pump and electrical building, high service pumps, 0.75 MG ground storage tank, additional yard piping, emergency power generation facilities and all associated improvements for proper disinfection, corrosion control and fluoridation of the finished water. This scope included coordination with existing equipment such as electrical components or high service pumps.

WTP #5

Services provided includes planning, design, permitting and construction management of the Water Plant #5 high service pumping and storage facilities, which consists of 1.6 million gallon ground storage tank with 6400 gpm cascade tray aeration; 3—3600 gpm, 200 HP high service pumps with piping and pedestal for a fourth pump in the future. System has 2 variable speed drives and one fixed speed drive; 900 KW auxiliary generator with automatic transfer switch (ATS); New motor control center and electrical switchgear; yard piping and interconnection with existing GST, chlorination and chemical feed facilities and transmission system; 2270 ft.2 building to house control, electrical/MCC and pumping facilities.

Client Reference

Mr. Larry Dolamore
Division Director – Water/
Wastewater/ Reuse
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701
Phone: (407) 571-8712

Engineering Fees: \$432,900

Construction Costs:

\$2,887,000 for WTP #2

\$1,994,000 for WTP #5

Project Manager:

Ronald P. Ferland, P.E.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Barnes, Ferland and Associates, Inc.	Orlando, FL	Prime
b.			



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

2

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Wildwood, Florida	b. POINT OF CONTACT NAME Mr. Robert Smith City Manager	c. POINT OF CONTACT TELEPHONE NUMBER 352-330-1330
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The City of Wildwood, located in central Sumter County, is a regional provider of water and wastewater services. Growth in the area was occurring at a rapid pace that impacted water, wastewater and effluent reuse/disposal system capacities. To provide capacity for the growth, the City initiated a master planning effort. The plan included identification of future growth associated with water demand and wastewater flows; water and wastewater treatment capacity requirements; potable and reclaimed water supply; and identification of effluent disposal/reuse sites.

BFA developed a comprehensive Water, Wastewater and Effluent Reuse/Disposal Master Plan to address the above requirements. Preparation of water transmission, wastewater collection system, and reclaimed water system master plans in response to significant development growth being experienced in the City's utility service area. The master plans included development of hydraulic models, Capital Improvement Plan (CIP) with implementation schedule, and implementation of a transmission facility impact fee.

The primary scope of services for the Master Plan is as follows:

- Review and evaluate existing conditions for water, wastewater and reuse;
- Develop facility and service area maps for water, wastewater and reuse;
- Develop future population projections and water demands for the potable water system service area;
- Develop future wastewater flow based on population projections for the wastewater service area;
- Develop and perform wastewater collection and effluent transmission system hydraulic modeling to identify necessary system improvements to meet existing and future capacity requirements;
- Determine need and timing for new wastewater collection and treatment facilities, including capacity expansions at the existing WWTP and/or a new Wastewater Treatment Plant.
- Identification of future effluent disposal and reuse sites and expansion of the existing reuse distribution system.
- Potable Water System and Wastewater Collection and Transmission System Hydraulic Model
- CIP for Water System and Wastewater and Effluent Disposal/Reuse System.
- Facilities Plan for Water and Wastewater Systems

Client Reference

Mr. Robert Smith
City Manager
City of Wildwood
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330

Project End: 2007
Engineering Fee: \$89,030

Project Manager:
Ronald P. Ferland, P.E.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Barnes, Ferland and Associates, Inc.	Orlando, Florida	Prime
b.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

3



23. PROJECT OWNER'S INFORMATION

<p>a. PROJECT OWNER City of Maitland</p>	<p>b. POINT OF CONTACT NAME Mr. Tim Rodgers Asst. Public Works Director</p>	<p>c. POINT OF CONTACT TELEPHONE NUMBER 407 660-8187</p>
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Barnes, Ferland and Associates has been the City of Maitland's General Water Consultant since 1994. Since that time, we have provided the City with numerous professional services on an as-needed basis. Some specific projects we have completed include.

- Preparation of a cross connection program
- Preparation of a confined space entry and procedures program
- Preparation of a corrosion control evaluation report
- Water distribution system hydraulic analysis and identification of improvements required to connect the existing private water utility systems to the City's water system. This assignment included participation at a public workshop for affected residences.
- Design, permitting and construction management of a 4,500 gpm lower Floridian Aquifer well
- Consumptive Use Permit application and response to Water Management District request for additional information (1997 and 2004 – 10 year)
- Design, permitting and construction management of approximately five (5) miles of water distribution mains throughout the City
- Supply well design and construction management
- Distribution system improvements throughout the City as part of our on-going R&R program
- Rate design assistance
- Vulnerability assessment
- Capacity Analysis Report
- 10-year Water Supply Work Plan in accordance with Senate Bill 1214er
- 2005 Public Works Supplemental Site Assessment Report – FDEP Facility ID #488521776
- Sulfide emissions

Client Reference

Mr. Tim Rodgers,
 Asst. Public Works Director
 City of Maitland
 1776 Independence Lane.
 Maitland, FL 32751
 Phone: (407) 660-8187

Engineering Fees: \$177,995

Project Manager:
Ronald P. Ferland, P.E.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Barnes, Ferland and Associates, Inc.	Orlando, Florida	Prime
b.	EMI Consulting Specialties	Groveland, FL	Electrical / Instrumentation
c.			



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

4

21. TITLE AND LOCATION (City and State)

Altamonte Springs Water Supply Plan

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2004

CONSTRUCTION (if Applicable)

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Altamonte Springs, Florida

b. POINT OF CONTACT NAME

Mr. Larry Dolamore

c. POINT OF CONTACT TELEPHONE NUMBER

(407) 571-8712

25. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The 2002 Florida Legislature expanded the local government comprehensive plan requirements to strengthen the coordination of water supply planning and local land use planning. One of the most significant new requirements was a Long Range Water Supply Facilities Work Plan (Work Plan) identifying the needed water supply facilities for at least a 10-year planning period. A Water Supply Work Plan is intended to ensure that sufficient water supply sources and infrastructure are available to support the projected water demands for Altamonte Springs through efficient use of all available water resources. In accordance with DCA requirements, the Work Plan shall be required to: Identify the sources of water for at least a 10-year planning period considering supply alternatives described in SJRWMD's District Water Supply Plan; Identify water conservation practices; Include at least a 10-year schedule for permitting, construction and operation of water supply facilities needed to serve existing and new development; Prioritize projects to be included in the five-year schedule of capital improvements.

Barnes, Ferland and Associates was retained to develop the City of Altamonte Spring's Potable Water Supply Model. BFA prepared a description of each component of the City's water supply systems: Water supply wells, Water treatment plants/high service pumping, Storage facilities, and finished water transmission and distribution system. BFA input the base data of the City's system used in the 1996 Master Plan into a H₂O Map hydraulic model; updated the model with transmission and distribution and water plant high service pumping improvements completed by the City since 1996. BFA performed multiple model runs to determine the effectiveness of the system improvements to meet the City's goal of water plant reliability to meet total system demands with any two water plants operating and the third plant out of service. Modeling results were used to determine projects to be included in the City's Capital Improvement Plan. BFA completed hydraulic model updates in accordance with the following scope of services: Hydraulic Model included the following elements: Pipelines 6" and larger for model scenarios (smaller pipelines were overlayed into the model for visual and connectivity evaluation, but were not included in the hydraulic analysis); High service pump stations, GST's and Elevated Storage Tanks; System control valves for pipelines 6" and larger were overlayed into the model, but not utilized for analysis; Nodes/Junctions representing commercial, residential and fire flow demands; Fire hydrants located on pipelines 6" and larger were overlayed into the model, but not utilized for analysis.

Client Reference

Mr. Larry Dolamore
Division Director – Water/
Wastewater/ Reuse
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701
Phone: (407) 571-8712

Engineering Fees: \$99,612

**Project Manager:
Ronald P. Ferland, P.E.**

BFA conducted a Supply and Demand Projections and Analysis and compiled and compared population project data for the City's service area from the following sources: St. Johns River Water Management District Water Supply Assessment, 2003; City of Altamonte Springs Growth Management Department; and East Central Florida Regional Planning Council/Metroplan. BFA reviewed the population projections provided from the sources noted above on a traffic area zone (TAZ) basis and made a recommendation to the City as to the most appropriate projection to use in the Work Plan.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Barnes, Ferland and Associates, Inc.	Orlando, FL	Prime
b.	EMI Consulting Specialties, Inc.	Groveland, FL	Electrical/ Instrumentation



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
5

21. TITLE AND LOCATION <i>(City and State)</i> Aquifer Storage and Recovery Construction and Testing Program Orlando, Florida	PROFESSIONAL SERVICES April, 2007	22. YEAR COMPLETED CONSTRUCTION (if Applicable) On-going
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23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER St. Johns River Water Management District	b. POINT OF CONTACT NAME Mr. Glenn Forrest, P.E. Project Manager	c. POINT OF CONTACT TELEPHONE NUMBER 407-951-7959
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The St. Johns River Water Management District (SJRWMD) wanted to investigate several alternative water supply strategies to optimize potable water supply needs of water suppliers while reducing the effects of groundwater withdrawals. Aquifer Storage and Recovery (ASR) can potentially provide very large volumes of seasonal storage of water, such as for excess wet-season surface water flows. The goal of the SJRWMD Program was to examine the appropriateness of integrating ASR technology into regional water resource and water supply development projects.

Barnes Ferland and Associates was selected by the St. Johns River Water Management District (SJRWMD) to provide engineering and hydrogeological services to determine the ASR feasibility for two cooperative municipal partners; Orange County Utilities and the City of Ormond Beach. The BFA Project team also included ASR Systems, Inc. and CH2MHill.

BFA completed an extensive well drilling and testing program at each site that involved; rock coring, packer and specific capacity testing, geophysical logging and groundwater sampling/testing. The City of Ormond Beach project was not continued primarily due to unfavorable hydrogeologic conditions. Based on favorable hydrogeological results, the Orange County project proceeded with ASR system design, permitting and construction. BFA's scope of services included the following tasks:

- Develop ASR Construction and Testing Plan
- Preliminary evaluation and site selection
- Site specific data collection and preliminary design
- ASR Pilot Project design
- Regulatory permitting
- ASR Facility construction, monitoring and testing
- Start-up and training
- Large cycle operational monitoring and evaluation

Client Reference

Mr. Glenn Forrest, P.E.
Project Manager
St. Johns River Water Management District (SJRWMD)
3735 Capetown Drive
Orlando, FL 32817
Phone: (407) 951-7959

Engineering and Construction Cost:
\$6,171,000

Engineering Project Manager:
Daniel L. Allen, PE

The Orange County Utilities' ASR Facility was constructed at the County's Eastern Regional Water Reclamation Facility. The ASR well is sized for 3.0 MGD and includes a 24-inch diameter outer steel casing installed to 220 feet into the top of the Upper Floridian Aquifer, an 18-inch steel casing installed to a depth of 1,045 feet and a 17 bore hole through the storage interval from 1,045 to 1,190 feet below the land surface.

The ASR System surface facilities include a 150 hp vertical turbine well pump, recharge/ recovery piping, control valves, disinfection facilities (hypochlorite storage and pumping), instrumentation and controls and SCADA system for remote monitoring and operation of the system from the Eastern Regional Water Supply Facility. Permits included an FDEP UIC for the well, three FDEP Water System Permits for the Surface Facilities (well pump, disinfection system and recharge/ recovery distribution system piping), and FDEP Wastewater Permit for reclaimed water augmentation during cycle testing.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Barnes, Ferland and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Prime
b.	(1) FIRM NAME EMI Consulting Specialties, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Groveland, FL	(3) ROLE Electrical / Instrumentation

BFA Key Technical Staff

Name	Position	Registrations/Certifications	Area of Specialization
Patrick A. Barnes, P.G.	President/Project Manager	Professional Geologist	<ul style="list-style-type: none"> ▪ 27 years Experience ▪ B.S., Geology ▪ Business Development
Daniel L. Allen, P.E.	Senior Vice President/ Sr. Engineer	Professional Engineer	<ul style="list-style-type: none"> ▪ 30 years Experience ▪ B.S., Civil Engineering ▪ Program Management
Ronald P. Ferland, P.E.	Sr. Vice President/Project Manager	Professional Engineer	<ul style="list-style-type: none"> ▪ 33 years Experience ▪ B.S., Environmental Engineering ▪ Financial Management
John D. Watson, PH	Vice President/Project Manager	Professional Hydrologist	<ul style="list-style-type: none"> ▪ 28 years Experience ▪ B.S., Hydrology ▪ Wellfield Development
Willie E. Thomas, P.E.	Vice President/ Senior Project Manager	Professional Engineer	<ul style="list-style-type: none"> ▪ 16 years Experience ▪ B.S., Civil ▪ Water/Wastewater Utilities
Geoff Hennessy, P.E.	Senior Project Manager	Professional Engineer	<ul style="list-style-type: none"> ▪ 31 years Experience ▪ B.S., Environmental ▪ Water/Wastewater Utilities
Cynthia Malone, P.E.	Project Manager	Professional Engineer	<ul style="list-style-type: none"> ▪ 16 years Experience ▪ B.S., Environmental ▪ Water/Wastewater Utilities
Joel O. Kimrey, P.G.	Sr. Hydrogeologist	Professional Geologist	<ul style="list-style-type: none"> ▪ 50 years Experience ▪ B.S., Geological Engineering
John W. Willis, P.G.	Sr. Environmental Geologist/Project Manger	Professional Geologist	<ul style="list-style-type: none"> ▪ 34 years Experience ▪ B.S., Geology ▪ Project Geologist
Samuel J. Roberts	Construction Manager/ Project Engineer	Construction Inspection	<ul style="list-style-type: none"> ▪ 16 years Experience ▪ B.S., Civil ▪ Project/Construction Manager
Darren Miller	Senior Environmental Technician	Indoor Air Quality	<ul style="list-style-type: none"> ▪ 21 years Experience ▪ Asbestos Building Inspector
Erin J. Giblin, P.E.	Project Engineer/ Project Manager	Professional Engineer	<ul style="list-style-type: none"> ▪ 9 years Experience ▪ B.S., Environmental ▪ Water/Wastewater Utilities
Hau "Larry" Li, Ph.D., P.E.	Project Engineer	Professional Engineer	<ul style="list-style-type: none"> ▪ 9 years Experience ▪ M.S., Environmental ▪ Hydraulics & Hydrology
Claudia Manriquez-Munoz	Project Engineer	Engineer-in-Training	<ul style="list-style-type: none"> ▪ 13 years Experience ▪ M.S., Civil ▪ Hydraulics & Hydrology
Eka Febrina, E.I.	Project Engineer	Engineer-in-Training	<ul style="list-style-type: none"> ▪ 8 years Experience ▪ M.S., Environmental
Lillian L. Pierson, E.I.	Project Engineer	Engineer-in-Training	<ul style="list-style-type: none"> ▪ 4 years Experience ▪ B.S., Environmental ▪ GIS

27 Employees

Barnes, Ferland and Associates (BFA)
Other Direct Costs Table
2010

Description	Units	Unit Costs¹
Reproduction		
B&W Copy (8.5" x 11")	Each	\$ 0.05
B&W Copy (11" x 17")	Each	\$ 0.10
Blackline Copy (24"x 36" or 22"x 34")	Each	\$ 0.42
Color Copy (8.5" x 11")	Each	\$ 0.39
Color Copy (11" x 17")	Each	\$ 0.79
Color Copy (24"x 36" or 22"x 34")	Each	\$ 12.00
Lamination (8.5" x 11")	Each	\$ 1.25
Scan to TIF file	Each	\$ 1.00
Materials		
Bond Plots (24"x 36" or 22"x 34")	Each	\$ 0.42
Communications		
Facsimile (Long Distance)	Each	\$ 0.30
Phone Calls (Long Distance)	Minute	At Cost
Mail		
Courier	Each	\$15.00
Express Delivery	Each	At Cost
US Mail	Each	At Cost
Out-of-Town Travel²		
Hotel	Day	At Cost
Mileage ³	Mile	\$ 0.445
Per Diem	Day	\$ 80
Rental Car	Day	At Cost
Tolls	Each	At Cost
Computer		
Specialty Software	Each	At Cost
Electronic Media		
Compact Disc	Each	\$ 1.00
DVD	Each	\$ 2.00

1 At Cost" Items will be billed without markup.

2 Travel Costs in accordance with City Travel Policy guidelines.

3 Mileage costs will be billed at City maximum limit at time of billing.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2010

PRODUCER Suncoast Insurance Assoc J. Box 22668 Tampa, FL 33622-2668 813 289-5200	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Barnes, Ferland & Associates, Inc 1230 Hillcrest Street Orlando, FL 32803	INSURER A: Travelers Indemnity Company	25658
	INSURER B: Travelers Casualty and Surety C	19038
	INSURER C: Hudson Insurance Company	25054
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

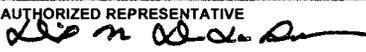
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3033L951	08/01/09	08/01/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA3042L622	08/01/09	08/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 5000	CUP6869Y349	08/01/09	08/01/10	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	7086Y746	09/01/09	09/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	
						<input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
C		OTHER Professional Liability	AEE7132804	05/04/09	05/04/10	\$1,000,000 per claim \$1,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Professional Liability is written on a claims made and reported basis.
 The City of Riviera Beach Utility District is listed as Additional Insured as respects to General Liability and Auto Liability policies.

CERTIFICATE HOLDER

CANCELLATION 10 Days for Non-Payment

City of Riviera Beach Attn: Pierre Wilson Purchasing Department 2391 Avenue "L" Riviera Beach, FL 33404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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RESOLUTION NO. 7-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF STAFF AND AUTHORIZING THE DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE A THREE YEAR CONTRACT WITH CHEN AND ASSOCIATES, INC., OF FORT LAUDERDALE, FLORIDA, COMMENCING APRIL 20, 2010 THROUGH APRIL 20, 2013 WITH UP TO FOUR ONE YEAR RENEWALS TO PROVIDE GENERAL PROFESSIONAL ENGINEERING SERVICES FOR WATER TREATMENT, DISTRIBUTION, SEWER COLLECTION PLANNING AND DESIGN SERVICES; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 411-1417-536-0-3106; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff solicited Request for Qualifications for General Professional Consulting Engineering Services for Water Treatment, Distribution, Sewer Collection Planning and Design Services; and

WHEREAS, the selection committee short-listed four (4) firms in accordance with the State of Florida's "Consultants' Competitive Negotiation Act" (FS 287.066) namely: Barnes, Ferland & Associates, Chen & Associates, Montgomery Watson, and RCT Engineering Consulting; and

WHEREAS, Chen and Associates, Inc., of Fort Lauderdale, Florida was selected as the top ranked firm to provide the services identified in the City Request for Qualifications for the District; and

WHEREAS, on January 20, 2010, Resolution No. 01-10UD was submitted and approved by the District Board authorizing staff to negotiate a contract with Chen & Associates, Inc. This process has been completed by Purchasing and the District Staff; and it our recommendation, that the District Board approve and authorize the execution of this contract by the District Chairperson and District Clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the contract between the City of Riviera Beach Utility District and Chen and Associates, Inc. is approved.

SECTION 2: That the District Board Chairperson and District Clerk are authorized to execute the contract with Chen & Associates, Inc. to provide general professional consulting engineering services for water treatment, distribution, sewer collection planning and design services for the District.

RESOLUTION NO. 7-10UD
PAGE 2

SECTION 3: That a copy of the contract between Chen & Associates, Inc. and the City of Riviera Beach Utility Special District shall be attached hereto and made a part of this resolution.

SECTION 4: This Resolution shall take effect upon its passage and approval by the District Board.

PASSED AND APPROVED this 20TH day of APRIL, 2010.

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UTILITY SPECIAL DISTRICT BOARD OF DIRECTORS

APPROVED:



DAWN S. PARDO
CHAIRPERSON



JUDY L. DAVIS
VICE-CHAIRPERSON

ATTEST:



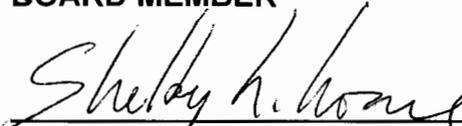
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: Davis

SECONDED BY: Lowe

D. PARDO Aye

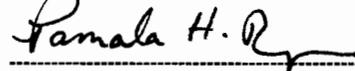
J. DAVIS Aye

B. BROOKS Aye

C. THOMAS Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/15/10

**CONTRACT BETWEEN
THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
AND
CHEN AND ASSOCIATES, INC.
FOR
CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS CONTINUING CONTRACT is entered into this _____ day of _____, 2010, between the City of Riviera Beach Utility Special District, Florida, (hereinafter referred to as "DISTRICT") and CHEN AND ASSOCIATES, INC., a Florida Corporation whose office is in Fort Lauderdale, Florida and whose Federal Identification number is 59-2739866 (hereinafter referred to as "ENGINEER").

WHEREAS, it has been determined that it is advisable and desirable to employ a regionally recognized firm of consulting engineers having special and broad experience in the desired fields for the purpose of providing professional engineering planning and design services required in conjunction with the development of utility infrastructure and improvements to the existing infrastructure, to perform investigations and office studies, preparing reports, preliminary drawings, design, detailed drawings and specifications, planning, professional, resident, service during construction and frequent consultation with DISTRICT'S personnel; and

WHEREAS, the DISTRICT, in accordance with the Consultant's Competitive Negotiation Act, has selected the ENGINEER to be one of the two most qualified firms; and

WHEREAS, the DISTRICT is now desirous of contracting with ENGINEER to provide continuing professional engineering services as set forth herein.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, Contracts, and benefits herein contained, the parties hereto mutually understand and agree as follows:

ARTICLE 1 – BASIC SERVICES OF ENGINEER

ENGINEER shall serve as DISTRICT'S professional engineer and planning representative in those phases of all projects to which this CONTRACT applies, and will give consultation and advice to the DISTRICT during the performance of its services.

- A. General Project Development - ENGINEER shall perform professional services as hereinafter provided which include general civil, structural, mechanical and electrical engineering, architectural and other services relating to projects as assigned by DISTRICT. Services include, but are not limited to: (1) the preparation of construction plans and specifications; (2) providing engineering services during construction (3) providing studies, investigations, and consultation as requested by staff; (4) the preparation of grant and permit applications and representation before all applicable governing and regulatory agencies; and (5) and providing monthly status reports for Projects.

In the event, that it is determined that a Work Order will be undertaken on a Lump Sum Basis, the ENGINEER shall submit to the DISTRICT, for its approval, a detailed Scope of Service with an hourly staff rate estimate for each portion of the scope. The ENGINEER'S Lump Sum Fee shall be determined based on the actual hourly labor rates of the ENGINEER'S employees as indicated in Exhibit "2".

J. Definitions Index - For the purpose of this CONTRACT, the following terms are defined as indicated in the sections below:

TERM	ARTICLE	SECTION	PARAGRAPH
Record Drawing	1	(G)	(9)
Project Representative	2	(B)	—
DISTRICT'S Representative	3	(H)	—
Payroll Costs	5	(D)	—
Reimbursable Expenses	5	(E)	—
Opinion of Probable Project Cost	45	—	—

C. Study and Report Phase - After written authorization to proceed, ENGINEER shall:

1. Consult with DISTRICT to determine its requirements for a Project and review available data.
2. Advise DISTRICT as to the necessity of the DISTRICT providing or obtaining from others data or services of the types described in Article 3(C) and act as DISTRICT'S representative in connection with any such services.
3. Provide special analyses of DISTRICT'S needs, planning surveys, site elevations and comparative studies of prospective sites and solutions.
4. Provide general economic analysis of DISTRICT'S requirements applicable to various alternatives.
5. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to DISTRICT, and setting forth ENGINEER'S findings and recommendations with opinions of probable costs.
6. Furnish seven (7) copies of the Report and present and review it, in person, with DISTRICT representatives.

D. Preliminary Design Phase - After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1. In consultation with DISTRICT and on the basis of the accepted Report, determine the Scope of a Project.
2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable cost for each Project including construction cost, contingencies, compensation for all professionals and engineers, cost of land, rights-of-way, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

4. Furnish seven (7) copies of the above preliminary design documents and present and review them in person with DISTRICT representatives.
5. Furnish copies and solicit review comments from interested governmental and regulatory agencies and utility companies.

E. Final Design Phase - After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1. On the basis of the accepted preliminary design documents prepare for incorporation in the Contract Documents, final drawings to show the character and scope of the work to be performed by Contractors on the Project (hereinafter called "Drawings"), and Specifications.
2. Furnish to DISTRICT such documents and design data as may be required for, and prepare the required documents so that DISTRICT may obtain approvals of such governmental authorities as having jurisdiction over design criteria applicable to each Project, and assume engineering responsibility in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Advise DISTRICT of any adjustments to its latest opinion of probable Project Cost caused by changes in scope, design requirements or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
4. Prepare bid forms, notice to bidders, instructions to bidders, general conditions and supplementary conditions, and assist in the preparation of the other related documents.
5. Prepare routine application for approvals and permits from all governmental authorities having jurisdiction over each project and from others as may be necessary for completion and operation of each project. However, ENGINEER upon certification to the DISTRICT that the application or permit is not routine, may have this service be considered as additional service. This shall include the furnishing of back-up data as required during the various permit application procedures.
6. Furnish seven (7) copies of the above mentioned documents and present and review them in person with DISTRICT representatives.

F. Bidding or Negotiating Phase - Obtain bids from each separate prime Contract for construction or equipment.

1. Consult with and advise DISTRICT as to the acceptability of subcontractors and other persons and organizations proposed by the prime Contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Contract Documents.
2. Consult with and advise DISTRICT as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the Contract Documents.
3. Evaluate bids and assemble Contract Documents and recommend to DISTRICT award of Contracts, and participate in presentation to DISTRICT Board and other appropriate authorities as necessary.

G. Engineering Services During Construction Phase

During Construction Phase, ENGINEER shall perform the following services by the ENGINEER'S design office staff and qualified design professionals:

1. Consult with and advise DISTRICT and act as its representative. All of DISTRICT'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of DISTRICT except as otherwise provided in writing.
2. Make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s) during such visits and keep DISTRICT informed of the progress of the work, shall endeavor to guard DISTRICT against defects and deficiencies in the work of Contractor(s), disapprove or reject work as failing to conform to the Contract Documents, and endeavor to achieve expeditious correction of such deficiencies.
3. Review and approve Shop Drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, for conformance with the design concept and operational requirements of each Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
4. Issue all instructions of DISTRICT to Contractor(s); prepare routine change orders as required; ENGINEER may, as DISTRICT'S representative, require special inspection or testing of the work; act as interpreter of the requirements of the Contract Documents and judge the performance thereunder by the parties thereto; make decisions on all claims of DISTRICT and Contractor(s) relating to the execution and progress of the work, and all other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him as a result of erroneous or incomplete information or data provided him by the DISTRICT.
5. Whenever the DISTRICT gives written notice of defects and deficiencies in any Project, as provided in Article 3-I, the ENGINEER shall endeavor to achieve expeditious correction of such defects and/or deficiencies.
6. Based on ENGINEER'S on-site observations as an experienced and qualified design professional, input from the Project Representative(s) and his review of Contractor(s)' application for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and approve in writing payments to Contractor(s) in such amounts; such approvals of payment to constitute a representation to DISTRICT, based on such observations and review, that the work has progressed to the point indicated and that, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation). By recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto. Approving an application for payment ENGINEER will not be deemed to have represented that he has made any examination to determine how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or that title to any of the Contractor(s)' work, materials or equipment has passed to DISTRICT free and clear of any lien, claims, security interests or encumbrances.

7. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may approve, in writing, final payment to each Contractor.
8. ENGINEER shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except his own employees and agents) at the Project site or otherwise performing any of the work of the project.
9. ENGINEER shall provide, for each construction project, the set of original record Drawings, including capital asset listing, conforming to construction records, showing the significant changes made during the construction process, based upon the marked-up prints, Drawings and other data furnished to the ENGINEER by the Contractor(s) and/or by Designees of the DISTRICT.
10. Conduct an inspection sixty (60) days prior to the expiration of a guarantee period related to any Project designed by the ENGINEER and report to Contractor and DISTRICT discrepancies for correction under guarantees provided in the prime Contract for the Project.

ARTICLE 2 - ADDITIONAL SERVICES OF ENGINEER

- A. General - If authorized in writing by DISTRICT, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by DISTRICT as indicated in Article 5.
 1. (1) Preparation of applications and supplemental project information for governmental grants, loans or advances in connection with a Project; (2) preparation of review of environmental assessments and impact statements; and (3) assume engineering responsibility in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of any Project.
 2. Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, DISTRICT'S schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.
 3. Proving renderings or models for DISTRICT'S use.
 4. Perform those functions required of the ENGINEER by bond resolutions, and as otherwise authorized by the DISTRICT.
 5. At request of DISTRICT, furnishing the services of special engineers for special civil, structural, mechanical, environmental and electrical engineering and normal architectural design incidental thereto, such as engineers for interior design, selection of furniture and furnishings, communications, acoustics and other specialties.
 6. Service resulting from the involvement of more separate prime Contracts for construction or for equipment not originally contemplated.
 7. Services in connection with change orders to reflect changes requested by DISTRICT if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered and services resulting from significant delays, changes in price increases occurring as a direct or indirect result of material, equipment or energy shortages.

8. Additional or extended services during construction made necessary by (1) work damaged by fire or other causes during construction; (2) prolongation of time of Contract on any prime Contract by more than sixty (60) days; (3) acceleration of the work schedule involving services beyond normal working hours; and (4) default by any CONTRACTOR. The DISTRICT will be reimbursed by the CONTRACTOR for these additional services, and the ENGINEER shall prepare the Contract Documents in such a way as to provide for reimbursement by the Contractor to the DISTRICT for the required additional services, including DISTRICT'S costs.
9. (1) Preparation of systems operating and maintenance manuals; (2) extensive assistance in the utilization of any equipment or system (except for initial start-up, testing, adjusting and balancing to demonstrate an operating facility as necessary to obtain the initial operating permit but in no case shall this exceed two weeks); and (3) training personnel for operation and maintenance.
10. Preparing to serve or serving as a witness for DISTRICT in any litigation, public hearing or other legal or administrative proceeding involving a Project.
11. Additional services in connection with a Project, including services normally furnished by DISTRICT and services not otherwise provided for in this CONTRACT.
12. Services to make measured drawings of or to investigate existing conditions of facilities or to verify the accuracy of drawings or other information furnished by DISTRICT.
13. Preparing documents for alternative bids requested by DISTRICT for work which is not executed or for out-of-sequence work.
14. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any Contract for the Project (except for the 60 day inspection).
15. Preparation of community planning, and utility studies, updating of DISTRICT'S maps, utility maps, utility ordinances, subdivision regulations, review of reports, drawings and plans of the type customarily required by the DISTRICT incident to its normal functions. Consult with and advise DISTRICT in regard to Federal and State utility requirements.
16. Provide a Registered Land Surveyor, directly or subconsultant, to assist in easement or utility location, description and stake-out.
17. Services in connection with laboratory or field investigations.
18. Inspect and review necessary test borings or other subsurface explorations not covered under professional services during construction. The cost of borings or other subsurface explorations will be paid by the DISTRICT.
19. Provide any services required in connection with re-advertisements for construction bids.

B. Project Representative(s) Service During Construction

1. The ENGINEER shall provide resident inspection services at the DISTRICT'S request. Project Representative(s) will act as requested by the DISTRICT in order to provide more extensive representation at the Project site during the Construction Phase.

2. The duties and responsibilities and the limitation on the authority of the Project Representative(s) is as set forth in Exhibit 1.
3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Project Representative(s) (if furnished) ENGINEER shall endeavor to provide further protection for DISTRICT against defects and deficiencies in the work, but the furnishing of such Project representation will not make ENGINEER or DISTRICT responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s) failure to perform the construction work in accordance with the Contract Documents.

ARTICLE 3 – DISTRICT RESPONSIBILITIES

DISTRICT SHALL:

- A. Provide complete and detailed information as to its requirements for a Project.
- B. Assist ENGINEER by placing at the company's disposal all available information pertinent to a project including previous reports and any other data relative to design and construction of a Project.
- C. Furnish to ENGINEER, as required by him for performance of his Basic Services, data prepared by or services of others, such as core borings, geophysical logs, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples; appropriate professional interpretations of all of the foregoing; photogram metric surveys, property, boundary, easement, right-of-way, and property descriptions; zoning and deed restrictions; and other special data or consultations not covered in Article 2-A; all of which ENGINEER may rely upon in performing his services.
- D. Make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other engineers as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- F. Pay all costs incidental to obtaining bids or proposals from Contractors. This includes advertising and mailing, but does not include reimbursement for ENGINEER'S time to discuss the Contract Documents with bidders or equipment suppliers.
- G. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for a Project, and such auditing service as DISTRICT may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction Contract.
- H. The City Manager or designee shall act as DISTRICT'S representative with respect to the work to be performed under this CONTRACT. Such person shall have complete authority to transmit instructions, receive information, interpret and define DISTRICT'S policies and decision with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- I. Give prompt written notice to ENGINEER whenever DISTRICT observes or otherwise becomes aware of any defect in a Project.

- I. Furnish, as required, support and fees necessary during the various permit application processes required from all governmental authorities having jurisdiction over the approval, construction and operation of a Project.
- K. Furnish or direct ENGINEER to provide necessary Additional Services as stipulated in Section 2 of this Contract or other services as required.
- L. Bear all costs incidental to compliance with the requirements of this Section

ARTICLE 4 – PERIOD OF SERVICE

It is mutually agreed by DISTRICT and ENGINEER that this Contract is of a continuing nature, subject to termination by either party as hereinafter provided. The period of service shall commence upon execution of this Contract and continue for a period of three (3) years unless otherwise terminated as provided herein or until completion of all outstanding Service authorizations issued within the period of the Contract, unless terminated as otherwise provided herein. At the option of the DISTRICT, the Contract may be renewed for up to four (4) additional twelve (12) month periods.

ARTICLE 5 – PAYMENTS TO ENGINEER

Method of Payment for Services and Expenses of Engineer - Basic Services. DISTRICT shall pay the ENGINEER for Basic Services rendered under Article 1 on one of the following bases, the choice to be mutually agreed upon at the time a Project is authorized.

- A. Per Hour, Per Assigned Employee Fee with a not to Exceed Maximum Price – DISTRICT will submit a series of individual tasks or projects as more particularly described herein. Each task to be performed under this Contract shall be assigned to the ENGINEER for accomplishment by separate written authorization. For each task, DISTRICT shall request ENGINEER to provide a scope of services and an estimate of cost, for the DISTRICT’S review, including MBE goal setting, as particularly set forth in Article 10.

Upon mutual agreement of the scope of services, ENGINEER shall develop an estimate of cost based upon a per hour, per assigned employee fee with a “not to exceed” maximum price as provided for herein in accordance with rates set forth in Exhibit 2.

1. The “Per Hour, Per Assigned Employee” fee, shall include all allowable and allocable costs that are incurred in the performance of the work, up to, but not exceeding a predetermined maximum price. Allowable and allocable cost shall include direct labor plus fringe benefits, overhead fee, and direct non-salary expenses. Pending establishment of final approved overhead rates for any period, the ENGINEER shall be reimbursed at provisional overhead rates subject to appropriate adjustment when the final overhead rates for the fiscal period are established. The overhead rates shall not change the predetermined cost ceiling.
2. For a project that utilizes the “Per Hour, Per Assigned Employee” method of compensation, it is anticipated that the total cost to the DISTRICT for the performance of the services will not exceed the estimated cost and that the ENGINEER agrees to use his good faith effort to perform his services within such estimated cost. If at any time, as the actual work progresses, the ENGINEER has reason to believe that the cost for the work will be greater than the estimated cost, the ENGINEER shall notify the DISTRICT in writing to that effect, giving the revised estimate of such cost for said work or a suggested revised scope of work which will remain within the original estimate of cost.
3. The DISTRICT shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the estimated cost set forth above, and the ENGINEER shall not be obligated to continue performance of said work or otherwise to incur cost in excess of the estimated cost set forth above, unless and until the

DISTRICT shall have notified the ENGINEER in writing that such estimated cost has been increased or that a modification of scope of work is acceptable and shall have specified in such notice a revised estimated cost which shall thereupon constitute the revised estimated cost of said work. When and to the extent that the estimated cost has been increased, any costs incurred by the ENGINEER in excess of the estimated cost prior to such increases shall be allowable to the same extent as if such cost had been incurred after the increase.

4. Except as otherwise provided, if the ENGINEER stops performance before completion of the work hereunder because it has incurred costs in the amount of or in excess of the estimated cost set, and the DISTRICT elects not to increase such estimated cost, then the DISTRICT shall pay to the ENGINEER the balance due on its cost and fee for said work. Both parties shall execute full and binding releases of the party from any and all obligations with regard to the work and the ENGINEER shall deliver to the DISTRICT copies of the ENGINEER'S work product subject to receipt of payment due.
5. The ENGINEER may elect to waive notifying the DISTRICT and agencies participating in the cost of the Project and is expected to do so whenever the work is close to completion and it is estimated that the cost increase will be small. In such event, if the cost subsequently exceeds that originally estimated by the ENGINEER, the ENGINEER may exercise his above obligation to notify the DISTRICT of the cost increase then estimated, but the DISTRICT shall not be obligated to pay for any overrun.
6. The term "Per Diem" shall mean a fixed hourly rate, which includes direct and indirect labor, overhead, fringe benefits and profit, for each category of personnel employed on the project, plus reimbursement for direct non-salary expenses.
7. In addition to the above methods, any other mutually agreed upon method of payment may be used.

B. Additional Service - DISTRICT shall pay ENGINEER for Additional Services rendered under Article 2 as follows:

1. General - For Additional Services rendered under Article 2, Section (A) paragraphs 1 through 19, on the basis of any method in Article 5(A).
2. Day-to-Day Consulting Services - For day-to-day Consulting Services not considered as being covered under Article 1, Basic Services of ENGINEER, on the basis of Payroll Costs Times a Factor of 2.4 for services rendered by principals and employees assigned to the Project.
3. Special Engineers - For services and reimbursable expenses of special engineers or surveyors (when included in special task authorization) employed by ENGINEER, the amount billed to ENGINEER therefore times a factor of 1.10.
4. Serving as a Witness - For the services for the principals and employees as engineers or witnesses in any litigation, hearing or proceeding, on the basis of payroll costs times a factor of 2.4.
5. Project Representative(s) Services - For Resident Project Representative(s) Services during construction, on any mutually agreed basis.
6. Reimbursable Expenses - In addition to payments provided for in Article 5 (A) and (B), DISTRICT shall pay ENGINEER the actual costs of all reimbursable expenses incurred in connection with all Basic and Additional Services.

C. Time of Payment

ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable expenses incurred. These monthly statements shall be based upon ENGINEER'S payroll cost times the appropriate factor. DISTRICT shall make monthly payments in response to ENGINEER'S monthly statements, and as further outlined in subsection (F) below.

D. Payroll Cost

The payroll costs used as a basis for payment mean the salaries and wages paid to all personnel engaged directly on the Project, including, but not limited to, engineers, surveyors, designers, drafters, specifications writers, estimators, other technical personnel, administrative personnel, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The amount of customary and statutory benefits of all personnel will be considered equal to 30% of salaries and wages.

E. Reimbursable Expenses

Reimbursable expenses shall mean the actual expense incurred directly or indirectly in connection with the Project to include but not be limited to: transportation and meals incidental thereto; obtaining bids or proposals from Contractor(s), furnishing and maintaining field office facilities; phone calls and faxes, excluding those to home office; reproduction of reports, Drawings and Specifications and similar Project related items in addition to those required under Article 1; and, if authorized in advance by DISTRICT, overtime work requiring higher than regular rates.

F. Provision for Prompt Payment

1. If DISTRICT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of a non-contested ENGINEER'S bill, the amounts due ENGINEER shall include a charge at the rate of 1% per month for any time in excess of thirty (30) days from the date of invoice and in addition ENGINEER may, after giving thirty (30) days written notice to DISTRICT, suspend services under this Contract until he has been paid in full all amounts due him for services and expenses.
2. If this Contract is terminated by DISTRICT during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of payroll costs times a factor of 2.4 for services rendered during that phase to date of termination by principals and employees assigned to Project, or the allocated percentage for that phase, whichever is less. In the event of any termination, ENGINEER will be paid for all unpaid Additional Services as provided in this paragraph.

ARTICLE 6 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the ENGINEER 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 ENGINEER'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 DISTRICT determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside engineers. The DISTRICT shall exercise its right under this Article within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be cancelled by the ENGINEER upon thirty (30) days prior written notice to the DISTRICT'S representative in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Contract through no fault of the ENGINEER; provided the DISTRICT fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the DISTRICT, with or without cause, immediately upon written notice to the ENGINEER. Unless the ENGINEER is in breach of this Contract, the ENGINEER shall be paid for services rendered to the DISTRICT'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the DISTRICT the ENGINEER 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 progress, completed work, and other materials related to the terminated work to the DISTRICT in the format acceptable to DISTRICT.
- D. Continue and complete all parts of the work that have not been terminated.

Prior to settlement upon termination of this Contract, the ENGINEER and the DISTRICT shall execute and deliver a mutual release by each party to the other of all claims and demands of any nature whatsoever arising under or by virtue of this Contract.

ARTICLE 8 - PERSONNEL

The ENGINEER 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 DISTRICT.

All of the services required hereunder shall be performed by the ENGINEER 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.

The ENGINEER shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind.

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

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

ARTICLE 9 - SUBCONTRACTING

The DISTRICT 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 of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The ENGINEER is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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 ENGINEER shall promptly do so, subject to acceptance of the new sub-consultant by the DISTRICT.

If sub-consultant(s) are used, the ENGINEER shall use only licensed and insured sub-consultant(s), and shall require any sub-consultant, as may be applicable, to provide a payment bond. 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 ENGINEER shall be responsible for the performance of all sub-consultants.

ARTICLE 10 - M/WBE PARTICIPATION

Minority/Women-Owned Business Enterprises ("M/WBE") shall have the opportunity to participate in this project. ENGINEER is hereby informed that the DISTRICT has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the DISTRICT'S policy, the ENGINEER further agrees to hire minority sub-consultants to work on this project.

In accordance with the city's M/WBE Ordinance #2412, as amended, the ENGINEER agrees to the M/WBE participation for this Contract and to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of Contract.

The ENGINEER agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the DISTRICT to inspect such records.

ARTICLE 11- FEDERAL AND STATE TAX

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

The ENGINEER 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 12- INSURANCE

A. Prior to execution of this Contract by the DISTRICT, the ENGINEER 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 ENGINEER 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 DISTRICT'S representative. Compliance with the foregoing requirements shall not relieve the ENGINEER of its liability and obligations under this Contract.

B. The ENGINEER 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 ENGINEER shall maintain, during the life of this Contract, commercial general liability, including Contractual liability insurance in the amount of \$500,000.00 per occurrence to protect the ENGINEER 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 ENGINEER or by anyone directly or indirectly employed by or Contracting with the ENGINEER.

- D. The ENGINEER shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the ENGINEER 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 ENGINEER or by anyone, directly or indirectly, employed by the ENGINEER.
- 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 DISTRICT.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the ENGINEER shall specifically include the DISTRICT as an "Additional Insured".

ARTICLE 13 - INDEMNIFICATION

The ENGINEER shall indemnify and save harmless and defend the DISTRICT, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the ENGINEER, its agents, servants, or employees in the performance of services under this Contract.

ENGINEER 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.

The ENGINEER shall defend all actions arising from ENGINEER'S negligent acts, in the name of the DISTRICT, when applicable, and all costs and fees associated therewith shall be the responsibility of the ENGINEER.

Nothing contained in this Article shall be construed or interpreted as consent by the DISTRICT to be sued, nor as a waiver of sovereign immunity beyond the limits provided in Section 768.28, Florida Statutes.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The DISTRICT and the ENGINEER 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. Except as above, neither the DISTRICT nor the ENGINEER 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 DISTRICT which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the DISTRICT and the ENGINEER.

ARTICLE 15 - 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

ording to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held in Palm Beach County, and if necessary be litigated by non-jury trial.

ARTICLE 16 - 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 17 - CONFLICT OF INTEREST

The ENGINEER 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 ENGINEER further represents that no person having any such conflicting interest shall be employed for said performance.

The ENGINEER shall promptly notify the DISTRICT'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 ENGINEER'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 ENGINEER may undertake and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the ENGINEER. The DISTRICT agrees to notify the ENGINEER of its opinion by certified mail within thirty (30) days of receipt of notification by the ENGINEER. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENGINEER, the DISTRICT shall so state in the notification and the ENGINEER 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 DISTRICT by the ENGINEER under the terms of this Contract.

ARTICLE 18 - DELAYS AND EXTENSION OF TIME

The ENGINEER 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 ENGINEER 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 ENGINEER'S request, the DISTRICT shall consider the facts and extent of any failure to perform the work and, if the ENGINEER'S failure to perform was without its or its sub-engineers fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the DISTRICT'S rights to change, terminate, or stop any or all of the work at any time.

If the ENGINEER is delayed at any time in the process of the work by any act or neglect of the DISTRICT or its employees, or by any other ENGINEER employed by the DISTRICT, or by changes ordered by the DISTRICT or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the ENGINEER'S control, or by delay authorized by the DISTRICT pending negotiation or by any cause which the DISTRICT shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the DISTRICT may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the DISTRICT. In the case of continuing cause of delay, only one (1) claim is necessary.

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

ARTICLE 19 - INDEBTEDNESS

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

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The ENGINEER shall deliver to the DISTRICT'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared for the DISTRICT 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 DISTRICT or at its expense will be kept confidential by the ENGINEER and will not be disclosed to any other party, directly or indirectly, without the DISTRICT'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, databases, reports and other data developed, or purchased, under this Contract for or at the DISTRICT'S expense shall be and remain the DISTRICT'S property and may be reproduced and reused at the discretion of the DISTRICT. The DISTRICT shall hold the ENGINEER harmless should the DISTRICT use any of the ENGINEER'S work products for a purpose other than that intended by the ENGINEER.

The DISTRICT and the ENGINEER shall comply with the 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 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 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 22 - CONTINGENT FEES

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

ARTICLE 23 - ACCESS AND AUDITS

The ENGINEER 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 DISTRICT shall have access to

h books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ENGINEER'S place of business.

ARTICLE 24 - NONDISCRIMINATION

The ENGINEER 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, ENGINEER 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 25 - ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration 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 26 - AUTHORITY TO PRACTICE

The ENGINEER 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 DISTRICT'S representative upon request.

The ENGINEER 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 DISTRICT agency.

ARTICLE 27 - 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 28 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the ENGINEER certifies that it, its affiliates, suppliers, sub-consultants and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 29 - MODIFICATIONS OF WORK

The DISTRICT reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the ENGINEER of the DISTRICT'S notification of a contemplated change, the ENGINEER shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated

ge, (2) notify the DISTRICT of any estimated change in the completion date, and (3) advise the DISTRICT if the contemplated change shall affect the ENGINEER'S ability to meet the completion dates or schedules of this Contract.

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

If the DISTRICT elects to make the change, the DISTRICT shall initiate a Contract Amendment and the ENGINEER shall not commence work on any such change until such written amendment is signed by the ENGINEER and approved and executed by the DISTRICT BOARD FOR THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT or its designated representative.

ARTICLE 30 - NOTICE

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

**CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
c/o MARIO E. LOAIZA, P.E.
UTILITY ENGINEER & PROJECT MANAGER
600 W. BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404**

and if sent to the ENGINEER shall be mailed to:

**PETER MOORE, P.E., PRESIDENT
CHEN AND ASSOCIATES, INC.
500 WEST CYPRESS CREEK ROAD, SUITE 410
FT. LAUDERDALE, FL 33309**

ARTICLE 31 - ENTIRETY OF CONTRACTUAL CONTRACT

The DISTRICT and the ENGINEER agree that this Contract and any attachments hereto or other documents as referenced in the 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 29- Modifications of Work.

ARTICLE 32 – WAIVER

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

ARTICLE 33 - PREPARATION

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

ARTICLE 34 - MATERIALITY

provisions of the Contract shall be deemed material, in the event ENGINEER 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 DISTRICT may at its option and without notice terminate this Contract.

ARTICLE 35 - REPRESENTATIONS/BINDING AUTHORITY

ENGINEER 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, Peter Moore, P.E., President, hereby represents to the DISTRICT that he 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 36 - 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 37 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the Contract, Exhibit "1", Exhibit "2" and RFQ No. 168-07. The ENGINEER agrees to be bound by all the terms and conditions set forth in this Contract and RFQ NO. 168-07. To the extent there exists a conflict between this Contract and RFQ NO. 168-07, 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 38 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by both parties.

ARTICLE 39 - 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 40 - 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 41 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material, men, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the DISTRICT which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the ENGINEER;

3. The filing of any judgment lien against the assets of the ENGINEER related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the ENGINEER; or
- C. The filing of a petition by or against the ENGINEER for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the ENGINEER or the ENGINEER'S property; or an assignment by the ENGINEER for the benefit of creditors; or the taking possession of the property of the ENGINEER by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the ENGINEER; or if a temporary or permanent receiver or trustee shall be appointed for the ENGINEER or for the ENGINEER'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The ENGINEER shall provide written notice to the DISTRICT of the occurrence of any event of default within ten (10) days of the ENGINEER'S receipt of notice of any such default.

ARTICLE 42 - WAIVER OF SUBROGATION

The ENGINEER hereby waives any and all rights to Subrogation against the DISTRICT, 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 CONTRACT to waive subrogation without an endorsement, then the ENGINEER 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 ENGINEER enter into such a CONTRACT on a pre-loss basis.

ARTICLE 43 - RIGHT TO REVIEW

The DISTRICT, by and through its 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 DISTRICT 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 44 -REUSE OF DOCUMENTS

All documents including Drawings and Specifications furnished by ENGINEER pursuant to this Contract are instruments of his services in respect of a Project. They are not intended or represented to be suitable for reuse by DISTRICT or others on extensions of the Project or any other project. Any reuse of said documents will be at DISTRICT'S sole risk and without liability or legal exposure to ENGINEER, and DISTRICT shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. All preliminary and final design drawings and specification, and the drawings conforming to construction records become the property of the DISTRICT.

ARTICLE 45 - OPINION OF PROBABLE PROJECT COST

Since ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the Construction Cost will not vary from opinions of probable cost prepared by him. If

. to the Biding or Negotiating Phase, DISTRICT wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator.

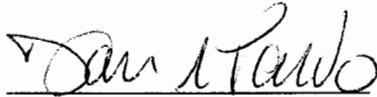
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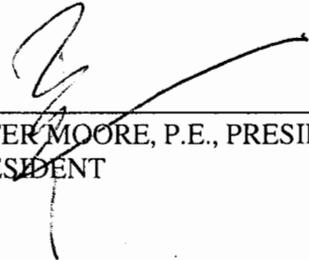
CONTRACT WITH THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

DISTRICT: CITY OF RIVIERA BEACH USD

ENGINEER: CHEN & ASSOCIATES, INC.

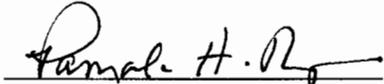
BY: 
DAWN S. PARDO
CHAIRPERSON

BY: 
PETER MOORE, P.E., PRESIDENT
PRESIDENT

ATTEST:

BY:  4/21/10
CARRIE E. WARD, MMC,
DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN,
DISTRICT ATTORNEY

DATE: 4/19/10

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
GLORIA SHUTTLESWORTH
INTERIM DIRECTOR OF UTILITIES

EXHIBIT 1

Duties, Responsibilities and Limitations of the Authority of Resident Project Representative

GENERAL.

Resident Project Representative is ENGINEER'S Agent. His dealings in matters pertaining to the on-site work will in general be only with the DISTRICT, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

DUTIES AND RESPONSIBILITIES.

Resident Project Representative shall:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.
2. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences and notify in advance those expected to attend. Attend meetings and maintain and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as DISTRICT'S liaison with CONTRACTOR when Contractor's operations affect DISTRICT'S on-site operations.
 - b. Assist in obtaining from DISTRICT additional details or information, when required at the job site for proper execution of the Work.
 - c. In the interest of preserving the proper channels of communication, advise ENGINEER of any direct communication between DISTRICT and CONTRACTOR.
4. Shop Drawings and Samples:
 - a. Receive and record date of receipt of Shop Drawings and samples which has been furnished by CONTRACTOR.
 - b. Review the Shop Drawings for conformance with the information given in the Contract Documents.
 - d. Provide review and approval of Shop Drawings (as that term is defined in the General Conditions of the Project Contract Documents) and samples, the results of tests and inspections and other data which any CONTRACTOR is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR (S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by

EXHIBIT 1 (Cont'd.)

CONTRACTOR in accordance with the Contract Documents.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
 - b. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, test or approvals required to be made; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.
 - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and startups.
 - d. Accompany DISTRICT and visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections.
 - e. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, ENGINEER shall endeavor to provide further protection for DISTRICT against defects and deficiencies in the work, but the furnishing of such resident project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs.
6. Interpretation of Contract Documents:

Transmit to CONTRACTOR clarification and interpretation of the Contract Documents.
7. Modifications:
 - a. Consider and evaluate Contractor's suggestion for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
 - b. Prepare routine change orders as required; he may, as DISTRICT'S representative, require special inspection or testing of the work; he shall act as interpreter of the performance there under by the parties thereto and shall make decisions on all claims of DISTRICT and CONTRACTOR(S) relating to the execution and progress of the Work and all other matters and questions related thereto.
 - c. Process Contract change orders to reflect final measured Contract quantities and to reflect changes in the Contract Drawings and Specifications.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports and other Project-related documents.

EXHIBIT 1 (Cont'd.)

- b. Keep a diary or log book and Daily Construction Reports.
 - c. Advise ENGINEER whenever CONTRACTOR is not currently maintaining an up-to-date copy of Record Drawings at the site.
 - d. Prepare and maintain a set of marked prints for use in future comparison with the Contractor's record set.
9. Reports:
- a. Furnish ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the approved progress schedule, schedule of Shop Drawing submissions and other schedules.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Prepare and submit monthly reports, with the required number of copies for any participating Federal or State agency, concerning the general progress of the project.
 - d. Prepare monthly narrative report for submittal to DISTRICT on project progress.
10. Payment Requisitions:
- a. Based on his on-site observations as an experienced and qualified professional and on his review of CONTRACTOR(S) and approve in writing payments to CONTRACTOR(S) in such amounts; such approval of payment will constitute a representation to DISTRICT, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents , and to any qualifications stated in his approval), but by approving an application for payment ENGINEER will not be deemed to have represented that he has made any examination to determine how or for what purposes any CONTRACTOR has used the monies paid on account of the Contract Price, or that title to any of the CONTRACTOR(S)' work , materials, or equipment has passed to DISTRICT free and clear of any lien, claims, security interests or encumbrances.
 - b. Receive and check CONTRACTOR(S)' or subcontractor's payrolls for compliance with the provisions of the Contract.
11. Guarantees, Certificates, Maintenance and Operation Manuals:
During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver these data to ENGINEER for his review and forwarding to DISTRICT prior to final acceptance of the Project.

EXHIBIT 1 (Cont'd.)

12. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction.
- b. Conduct final inspection in the company of ENGINEER, DISTRICT, and CONTRACTOR and prepare a final list of items to be corrected.
- c. Verify that all items on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

LIMITATIONS OF AUTHORITY.

The Resident Project Representative:

1. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or Contractor's superintendent.
2. Shall not expedite Work of the CONTRACTOR.
3. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
4. Shall not assist CONTRACTOR in maintaining up-to-date copy of Record Drawings.

EXHIBIT 1

Duties, Responsibilities and Limitations of the Authority of Resident Project Representative

GENERAL.

Resident Project Representative is ENGINEER'S Agent. His dealings in matters pertaining to the on-site work will in general be only with the DISTRICT, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

DUTIES AND RESPONSIBILITIES.

Resident Project Representative shall:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.
2. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences and notify in advance those expected to attend. Attend meetings and maintain and circulate copies of minutes thereof.
3. Liaison:
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4. Shall not assist CONTRACTOR in maintaining up-to-date copy of Record Drawings.

CONTRACT WITH THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

DISTRICT: CITY OF RIVIERA BEACH USD

ENGINEER: CHEN & ASSOCIATES, INC.

BY: _____
DAWN S. PARDO
CHAIRPERSON

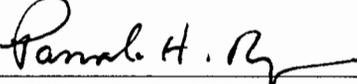
BY: _____
PETER MOORE, P.E., PRESIDENT
PRESIDENT

ATTEST:

BY: _____
CARRIE E. WARD, MMC,
DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN,
DISTRICT ATTORNEY

BY: _____
GLORIA SHUTTLESWORTH
INTERIM DIRECTOR OF UTILITIES

DATE: 4/15/10

Riviera Beach Rates

Exhibit 2

Labor Category	Raw Salary Rate Range	3.12 Multiplier *	Burdened Rate Range
Principal	\$ 62.73 - \$ 68.86	3.12	\$ 195.72 - \$ 214.84
Sr. Engineering Inspector	\$ 43.53	3.12	\$135.81
Sr. Project Manager	\$ 43.44 - \$ 48.22	3.12	\$ 135.53 - \$ 150.45
Sr. Engineer	\$ 34.40 - \$ 34.67	3.12	\$ 107.33 - \$ 108.17
Inspector	\$ 24.86 - \$ 27.76	3.12	\$ 77.56 - \$ 86.61
Engineer	\$ 23.07 - \$ 31.25	3.12	\$ 71.98 - \$ 97.50
Technician	\$ 20 - \$ 25	3.12	\$ 62.40 - \$ 74.97
Clerical	\$ 25.48 - \$ 25.49	3.12	\$ 79.50 - \$ 79.53

Rates are set for 1 year from contract date, after which they may be subject to negotiation

* Multiplier = Raw Salary X Salary Cost (1.3) X Factor (2.4) = 3.12

Firm Overview

Chen and Associates is a civil and environmental engineering consulting firm that is a Florida State and local certified SDBE firm located in Palm Beach, Miami-Dade, and Broward Counties. Founded in 1986, Chen and Associates has grown to a staff of 20 full-time personnel. The firm has successfully completed a wide range of projects involving the planning, design and construction in a multitude of disciplines including:

- Neighborhood Improvement Projects
- GIS Analysis and Mapping
- Parks Design
- Transportation, Streetscaping and Traffic Improvements
- Construction Administration
- Wastewater Collection, Transmission, Treatment, Re-use and Disposal
- Pump Station Design and Rehabilitation
- Water Supply, Treatment, and Distribution
- Stormwater System Design and Master Plans
- Modeling and Permitting of Drainage, Water Distribution, and Sewer Collection
- Project and Program Management
- Value Engineering
- Utility Rate, Infrastructure Valuation and Annexation Studies
- Grant and Loan Services

LEED Experience and Green Initiatives

Chen and Associates believes in creating sustainable communities. As such, Chen and Associates has been involved in over \$350 million of redevelopment projects for Broward County since 1992, including BODRs, design, permitting and construction services including improvements/rehabilitation projects and coordination with historical districts.

Chen and Associates recently hosted LEED Training in our Broward office; eight of our employees participated in the training.

In addition, we encourage our employees to practice green initiatives. We are a member of the South Florida Regional Transportation Authority's Employer Discount Program and pay 100% of our employee's public transportation commuting costs.



***"We are diverse and highly motivated professionals building solutions for you with a passion.
Because we believe."***

Availability

Chen and Associates makes the commitment that all key personnel on the project team will be dedicated as necessary to meet the needs of the City. All Chen and Associates project managers and staff realize that on-time delivery is a key element in meeting our commitments to clients. Because of our resources and qualified personnel, Chen and Associates is able to overcome any unforeseen delays by assigning additional staff. Because of our resources and qualified personnel, Chen and Associates is able to overcome any unforeseen delays by assigning additional staff.

All of Chen and Associates proposed staff and resources are immediately available to start work. Chen and Associates offers the City a large staff, with varying skills and capabilities, all of whom have worked together on numerous projects.

The availability of all key personnel from April 2010 through the fall of 2011 is shown below.

Team Member	Future Availability %
Dr. Ben Chen, P.E., BCEE	70
Peter Moore, P.E., LEED AP	50
James Barton, P.E., LEED AP	50
Jason McClair, P.E., LEED AP	40
Safiya Goombs, P.E., LEED AP	60
Suzanne Dombrowski, P.E.	30
Marcus Austin, GC, LEED AP	40
Marlon John	40

All individuals on our project team are committed to providing the City with a well planned, designed and constructed project. Chen and Associates recognizes the City of Riviera Beach as an important and dynamic client. We want to develop a solid relationship and become the City's "Trusted Advisor" for your projects. In order to attain our goal, we must be committed on each and every City project that we are given the opportunity to work on. Thus, the assembled project team is motivated to execute this project efficiently and effectively.



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Because we believe."*



CITY OF RIVIERA BEACH UTILITY DISTRICT

600 W. BLUE HERON BLVD.
TELEPHONE (561) 845-4185

RIVIERA BEACH, FL 33404
FAX (561) 840-7292

March 29, 2010

Mr. Peter Moore, P.E., President
Chen & Associates, Inc.
500 West Cypress Creek Road, Suite 410
Ft. Lauderdale, Florida 33309

Re: **Notice of Offer to Negotiate Terms and Conditions for Engineering and Related Professional Design Services: Continuing Services Contract**

Dear Peter:

On behalf of the residents and administration of Riviera Beach, the selection committee for RFP No. 168-07 wishes to extend its congratulations to Chen & Associates, Inc. for being evaluated as one of two top ranked firms to provide Professional Engineering and Design Services for the Utility District's continuing services contract.

As you know, your firm has been selected as one of the top two ranked firms to provide the above referenced professional services. The selection committee for this service has requested and received authorization from the Riviera Beach Utility District Board to enter into "face to face" negotiations in accordance with the requirements of the "Consultants' Competitive Negotiation Act" (FS 287.055) and wish to proceed as expeditiously as possible to work out mutually agreeable terms.

As promised, we are forwarding for your consideration and purpose a copy of the District's standard contract for "**Professional Consulting Services**". We ask that you review the agreement and be prepared to discuss any questions or concerns during our negotiation session.

As previously agreed, initial negotiations are scheduled from 10:00 a.m. to 11:00 a.m., Wednesday, March 31, 2010 and will be held in the Utility District's conference room at the municipal complex located at 600 West Blue Heron Blvd., Riviera Beach. The District negotiation team will include the Interim Executive Director of Utilities/Assistant City Manager, Gloria Shuttlesworth; Finance Director, Jeffrey Williams; Purchasing Director, Benjamin Guy and Utility Engineer, Mario E. Loaiza, P.E.

Finally, the committee wishes again to acknowledge the time invested in your response and to thank you for your efforts thus far. We ask for your continued patience and offer our commitment for an expeditious process moving forward.

Again, thank you so much for your cooperation and patience. If you have any questions regarding this correspondence or require additional information or clarification of any related matter, please contact us immediately at (561) 845-4185.

Sincerely,



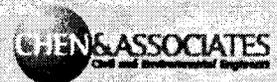
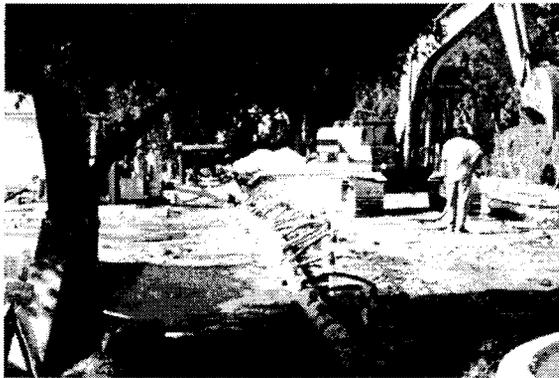
Gloria Shuttlesworth
Interim Executive Director of Utilities

Attachments

cc: Ben Guy, Purchasing Director
Jeffrey Williams, Finance Director
Mario E. Loaiza, P.E., Utility Engineer
File

Hypoluxo - Park Lane Sewer Hypoluxo, FL

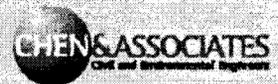
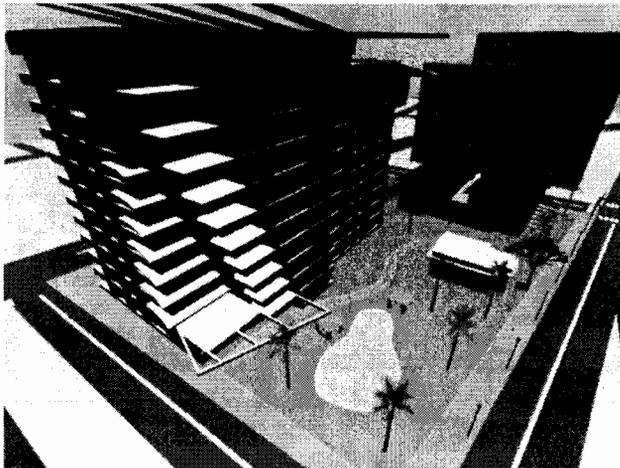
Chen and Associates was contracted by the Town of Hypoluxo for the design, permitting, construction administration and grant monitoring for the installation of gravity sewer, water main, roadway and drainage improvements for a residential community. Coordination was necessary with the Florida Department of Transportation, Palm Beach County Health Department, City of Boynton Beach Utilities, Town of Manalapan Utilities, South Florida Water Management District, the Town of Hypoluxo and its residents. Existing facilities were integrated into the design of the project, thereby eliminating the need for an additional lift station. Chen and Associates also assisted the Town in obtaining easements from some of the residents for improvements, as the road was originally on private property. During the project, several drainage grant opportunities were identified and applied for to gain additional funding. Construction of this project was completed in 2008.



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Lift Station 21 Design Pompano Beach, Florida

Chen and Associates is the prime consultant responsible for the design, permitting and construction administration for the relocation of the existing LS 21 (master pump station) serving a majority of the City's barrier island. After completing the Basis of Design Report, Chen and Associates proposed a variety of options to handle the approximately 3,500 GPM existing flow and conducted follow-up odor studies for specific design purposes. The design options included in-line booster and submersible pumps with variable frequency drives and liquid and vapor phase treatments. Additional concerns include odor control, dewatering contamination and electrical supply and generation. The final design option (approved in Oct. 2007) is different from the recommended "hybrid" design in the BODR in that the design will now only involve a submersible lift station coupled with biological vapor phase odor control and strategic chemical liquid phase odor control (no in-line booster station involved). The estimated construction cost for the final, approved design option is about \$3.06 million (versus \$3.25M stated in the BODR for the hybrid in-line booster / submersible station, which was later increased to \$4.31M for various reasons).



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LS 2, 3, 4, 11 & 12 Rehab or Replacement Pompano Beach, FL

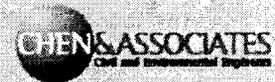
Chen and Associates was contracted by the City of Pompano Beach to continue with the Harbor Drive Improvement Project, which includes the rehabilitation of four lift stations and the construction of new force mains which will connect each lift station into the sanitary pressure network for the City of Pompano Beach. Each of these lift stations previously repumped into an adjacent manhole located within the service area of another lift station. The outgoing force main from each of these lift stations was rerouted to connect directly to the new force main located along Harbor Drive. Chen and Associates is the prime consultant responsible for the design, permitting, and construction administration for the rehabilitation of existing Lift Station 2, 3, 4, 11, and 12. This project was constructed with an approximate construction cost of \$1.03 million.



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LS#42 Capacity Analysis Pompano Beach, FL

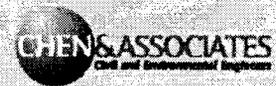
Chen & Associates was responsible for the preparation of a SewerCAD computer model of the force main network downstream of Lift Station #42 for pressure analysis purposes.



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Lift Station #46 Force Main Study Pompano Beach, FL

Chen and Associates was responsible for the preparation of SewerCAD computer model of force main network downstream of Lift Station #46 for pressure analysis. Based on this analysis, Chen and Associates provided pump selection recommendation based on the future pressure conditions expected to be encountered within the force main.



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Because we believe."*

Turnpike 48" Force Main Relocation Broward County, FL

Chen and Associates was the prime consultant of a design-build team tasked to design, permit and construct the relocation of a 48" Force Main in the Turnpike Right-of-Way. This project involved the open cut installation of approximately 5,400 LF of 48" DIP followed by the removal of the existing PCCP. Coordination activities included Florida's Turnpike Enterprise of the Florida Department of Transportation, South Florida Water Management District, the Florida Department of Environmental Protection and Broward County Water and Wastewater Services. The project schedule was an aggressive 112 days from Notice to Proceed to completion.

This project involved extensive permitting and coordination with the FDOT Turnpike as the entirety of the pipeline project fell with the Turnpike's Limited Access ROW. MOT and Utility plans were permitted through the Turnpike including staging areas for pipe stringing and lay-down yards. Additionally, extensive coordination with the Turnpike Construction Office was required as this project immediately proceeded a Turnpike widening project and several restoration efforts were as-built and communicated. Finally, coordination with the Turnpike environmental coordinator and their subconsultant Handex was required as the dewatering permitting operations discovered contamination at the FDOT Rest Area adjacent to the project site and monitoring was required throughout the dewatering operations.



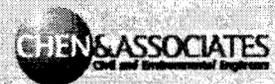
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Because we believe."*

Broadview Basis of Design Report Broward County, FL

The Broadview Park Neighborhood Improvement Project (BPNIP) is the last of the neighborhood infrastructure improvements projects carried out by Broward County in the unincorporated areas. Chen and Associates was selected as the prime consultant for the Basis of Design Report (BODR) and subsequent



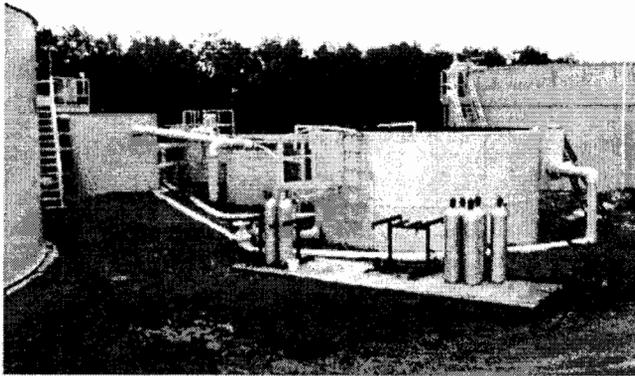
design, permitting, and construction administration of 4 bid packages. During the BODR stage, Chen & Associates prepared a computer model of the entire proposed sanitary collection and transmission systems to for the purpose of sizing gravity mains, force mains, and lift station pumps. The construction of Bid Package #1 was completed in 2005 to replace the entire existing water distribution system as it was formerly a private utility. The design of the remaining 3 bid packages, which included the installation of gravity sewer collection systems for 3 submersible lift stations, the construction of a master lift station, and the installation of related force main, was completed in 2008 and is currently waiting to be bid for construction.



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Ferncrest Misc. Services Broward County, FL

Chen and Associates was the consulting engineer for Ferncrest Utilities, a privately owned utility company, in Broward County, from 1988 to 2007. Chen and Associates provides continuing general consulting services to Ferncrest Utilities for both their water treatment plant (WTP) and wastewater treatment plant (WWTP). Over the years Chen and Associates was responsible for the utility's wastewater plant improvements, which included an addition of a new chlorine contact tank, installation of a new 0.6 MG raw sewage storage basin, addition of a new tertiary filter, and design and construction of a new lift station for the Ferncrest Industrial Park. Pertaining to the WWTP, C&A has led state and local permitting efforts, acceptance of alternative tertiary treatment processes, compliance monitoring plans, rehabilitation of treatment train processes, and development of sludge thickening methods soon to be implemented. Chen and Associates also helped the utility in applying for a new wastewater treatment plant-operating permit and preparation of Plant Capacity Report and O&M Evaluation Report for Florida Department of Environmental Protection.

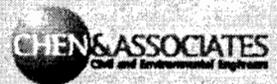
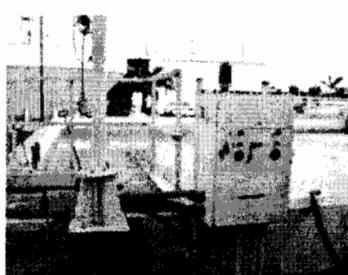
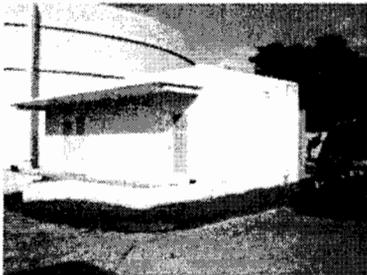


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WTP Instrumentation & Control Upgrade North Lauderdale, FL

The City of North Lauderdale has contracted with Chen and Associates to perform design and construction of instrumentation and control upgrades at the City's Water Treatment Facility. The project will include designing and replacing the infrastructure at the City's lime softening treatment facility. The project will include upgrading electrical conduit and wiring, electrical motor control centers, various motors and pumps, and plant and site lighting. This is the first phase of a design-build contract with DN Higgins and which was intended to allow the City to secure State Revolving Fund (SRF) Loans, which are at very low interest rates.

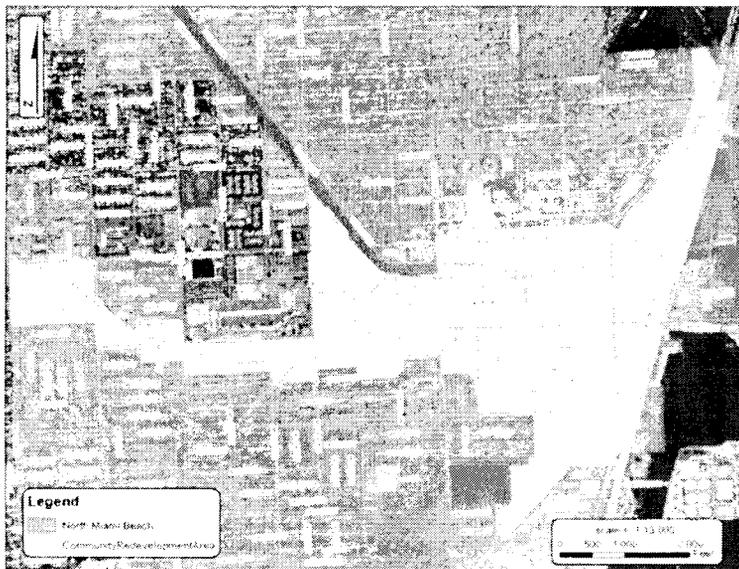
This design build project consisted of an addition of a SCADA system, upgrades to the instrumentation and control systems, electrical systems, replacement of the polymer and gas chlorination system. All of the gas chlorination system equipment was replaced in this project with the exception of the diffusers at the chlorine solution injection points. One-ton chlorine cylinder weigh scales, vacuum regulators, automatic switchover, gas chlorine vacuum lines, chlorinators, and injectors (eductors) were designed for replacement in this project.



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CRA Infrastructure Master Plan North Miami Beach, FL

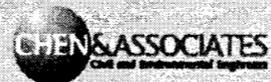
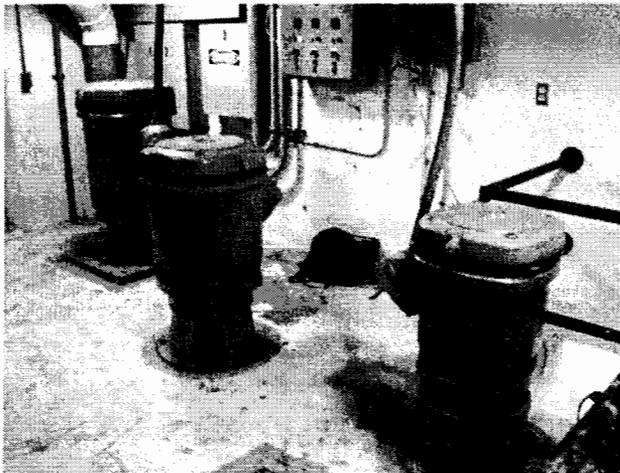
Chen & Associates was retained by the City of North Miami Beach to prepare an infrastructure master plan to estimate the impact of future redevelopment within the CRA area on the existing sanitary sewer system, the existing water distribution system, and the existing stormwater drainage system. Chen and Associates was responsible for developing a computer model of the all of the wastewater collection and transmission systems located within the boundaries of the CRA. Within the CRA area, sanitary sewer service included a WASD gravity sewer system within residential areas feeding 5 lift stations, a North Miami Beach gravity sewer system within commercial areas feeding 10 lift stations, and a North Miami Beach low pressure grinder system within industrial area along with residential areas still on septic tanks. Chen and Associates developed recommendation for upgrades to the wastewater collection and transmission systems which would increase their capacity to meet future projected demands.



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Lift Station 2 Rehabilitation Pompano Beach, FL

Chen and Associates has been contracted by the City of Pompano Beach to continue with the Harbor Drive Improvement Project, which includes the rehabilitation of seven lift stations and the construction of new force mains which will connect each lift station into the sanitary pressure network for the City of Pompano Beach. Lift Station 2 previously acted as the master pump station for the other 6 lift stations, which are now connected directly to the new Harbor Drive force main. The pumps at Lift Station 2 were upgraded to handle the reduced sanitary flow into the wetwell and the higher pressures within the force main at the connection point. Chen and Associates is the prime consultant responsible for the design, permitting and construction administration for the rehabilitation of Lift Station 2. The project also included the installation of new reclaimed water distribution mains within the project area.



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Pompano Lift Station 18 & 18A Pompano Beach, FL

Chen and Associates completed an inflow infiltration study for the City of Pompano Beach. The study included viewing sewer line videos to estimate inflow, using GIS to map water consumption data by parcel in the study area and determining pump station flow rates using pump data. The implementation strategy proved effective as the sum of consumption plus estimated inflow matched the total lift station pump volumes.

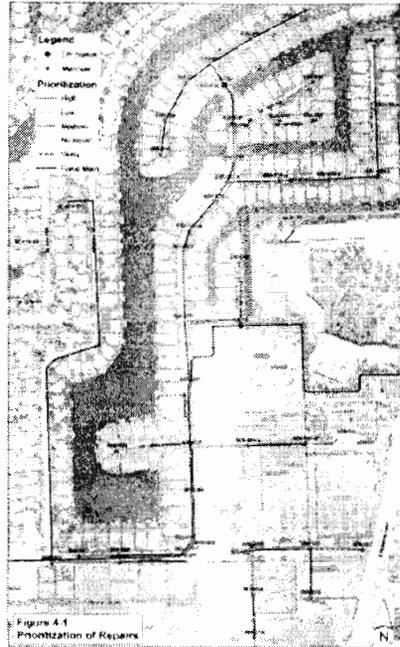


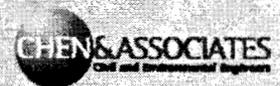
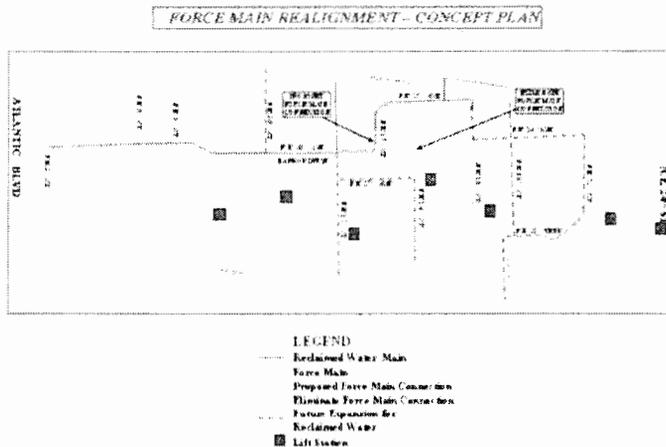
Figure 4.1
Prioritization of Repairs



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Harbor Drive FM Study Pompano Beach, FL

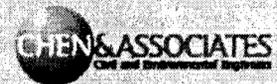
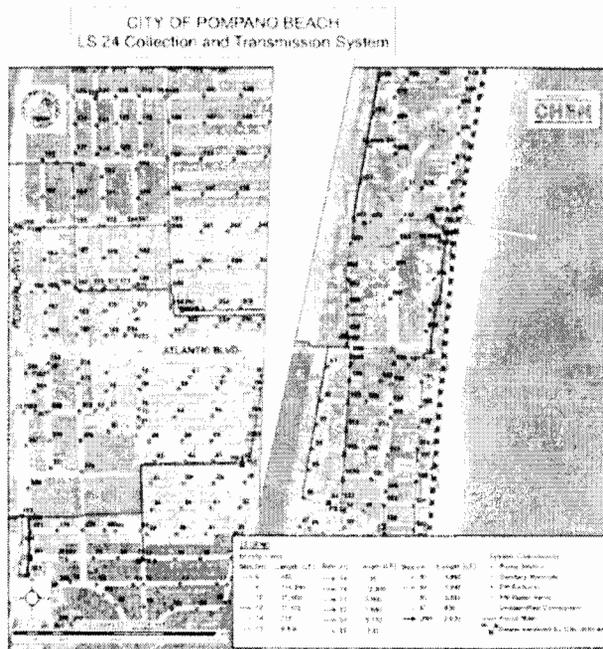
Chen & Associates was responsible for the preparation of a SewerCAD computer model of the proposed force main and lift station improvements along Harbor Drive for pressure analysis. The analysis included 7 existing lift stations, which previously pumped to the City's Master Lift Station #2 for repumping into the 36-inch backbone force main. Upon completion of the proposed improvements, each of the 7 existing lift station were to connect to a new 12-inch force main along Harbor Drive, which connected directly to the 36-inch backbone force main. The purposed of the analysis was to determine the increased pressure head that would be faced at these 7 lift stations and estimate the impact on the flow conditions from each pump. As a result of this analysis, Chen & Associates developed recommendations for new pumps at all 7 lift stations and for force main diameters along Harbor Drive.



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Lift Station #24 Pompano Beach, FL

Chen and Associates was contracted by the City of Pompano Beach to design the rehabilitation of Lift Station 24 serving the barrier island of the City between Intracoastal Waterway and Atlantic Ocean. The proposed improvements included the installation of new force main, the replacement of an existing water main, and the rehabilitation of an existing lift station. Lift Station 24 previously repumped into an adjacent manhole within the service area of another lift station. The outgoing force main was rerouted to connect directly to the existing 24-inch force main within the City's backbone force main network. The submersible pumps at Lift Station 24 had to be upgrade due to the higher connection pressure encountered at the backbone force main. Under this contract, Chen and Associates was also responsible for developing a computer model of the City's force main network using the SewerCAD software to allow analysis of the pressures within the network.



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Lift Station #12 Rehab Pompano Beach, FL

As part of its continuing engineering contract with the City of Pompano Beach, Chen and Associates was contracted to design the rehabilitation of this can suction lift station, which is located at 1210 NE 27th Avenue. Lift Station 12, which previously repumped into an adjacent manhole within the service area of another lift station, was connected to the new Harbor Drive force main which connects directly to the backbone force main for the City.



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NW 27th Avenue CEI Pompano Beach, FL

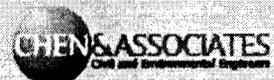
Chen and Associates was selected by the City of Pompano Beach to serve as the construction administrators and public relations consultants for the NW 27th Avenue CEI project. The scope of work included the installation of 8-inch sanitary force main (900 LF) on NW 27th Ave between Atlantic Boulevard and Martin Luther King Boulevard.

The scope of work also included a positive drainage system along NW 27th Ave, NW 5th St, 6th St, 6th Ct, and NW 7th St, all between NW 27th Ave and NW 24th Ave.

Upgrades were also done to the two-lane collector roadway with new curb and gutter, sidewalks and landscaping enhancements. Chen and Associates was



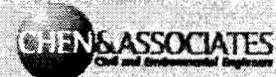
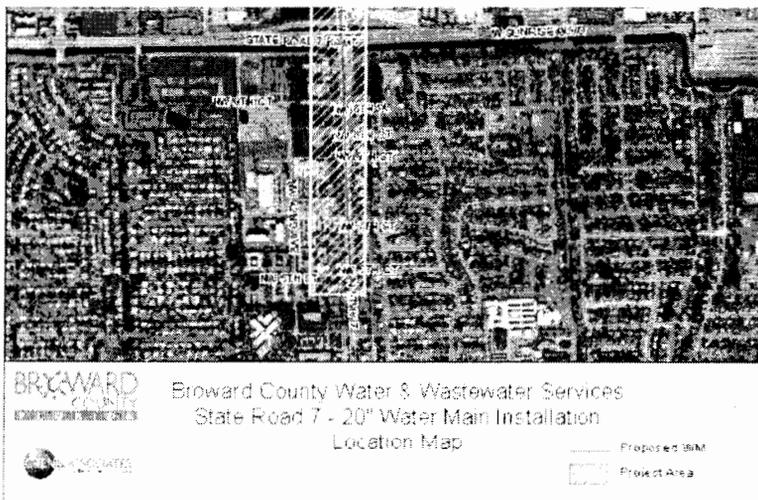
overseeing the construction operation for the City and has performed several additional services at the City's request, including the addition of two additional project components of an additional 5128 LF of exfiltration drainage system for water quality treatment prior to discharges to Esquire Lake for stormwater runoff attenuation. Also included in this project was the addition of a new force main bypass for Lift Station #46.



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Broadview Park NIP Amendment #3 - 20" Water Main Extension Broward County, FL

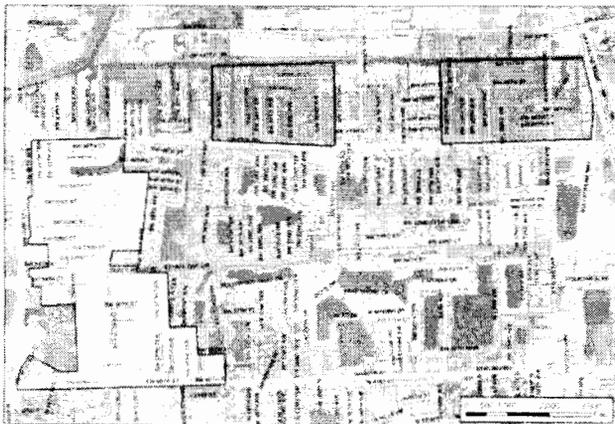
Chen and Associates is responsible for the design and construction administration of the 20" Water Main Extension on SR-7 (US 441). This project is approximately 9,000 LF in length and links two previous Chen and Associates projects to provide a water source for the Broadview Park Neighborhood from Broward County WTP 1A. This project involves extensive permitting and coordination with FDOT District IV as the majority of the water main falls within FDOT ROW. The permit requirement also included complex Maintenance of Traffic design. The night operations will include water main installation and testing while restoration and materials testing in association with FDOT inspectors will occur during the day. The project design was completed in early 2009 with an expected construction commencement in early 2010. The estimated cost to construct this project is just below \$3 million.



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Dania Beach GIS Sewer Atlas Dania Beach, FL

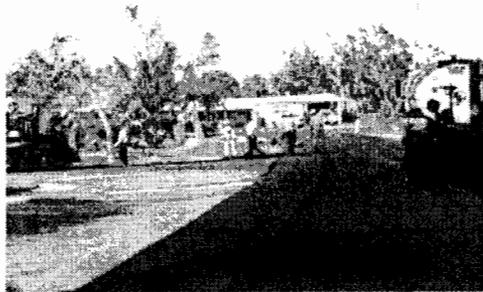
Chen and Associates provided GIS services to the City of Dania Beach to create a digital atlas of manholes, gravity sewers, lift stations and force mains. Antiquated sewer atlases were available for most of the City. Chen identified a contractor doing sewer inspections and from them obtained GPS points for sewer manholes. Both data sets were georeferenced into NAD83 coordinates using the county parcel data for alignment and converted into a GIS format. Gravity sewer lines were digitized using accurate GPS points for reference. The data was scrubbed for errors and attribute information was added to the tables. Printouts were created for the utilities department to verify the location of lift stations and force mains. This low-cost methodology provided an accurate GIS atlas by piggy backing other contractors working in the City thereby eliminating duplication of effort. This also assisted the contractor by allowing for a QA/QC of their report. This approach required the full participation and cooperation of the City Utilities Department by identifying piggyback opportunities. The atlas has been completed, yet further corrections are required by the City to ensure the correct location and numbering system.



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Broadview Park Broward County, FL

The Broadview Park Neighborhood Improvement Project (BPNIP) is the last of the Neighborhood Infrastructure Improvements projects to be carried out by Broward County in the unincorporated areas. Chen and Associates was selected to design and administer the construction of improvements to Broadview Park. The project was separated into several bid packages for design and construction phasing.



The first Bid Package was to replace the entire existing water system as it was formerly a private utility. The project was designed and administered for approximately \$1,021,000 and its construction was completed on time and on budget for \$11,000,000 in December 2007.

Bid Package #2 consists of 3 lift stations, thousands of linear feet of gravity sewer, force mains, drainage improvements, roadway restoration and new sidewalks, with an estimated total cost of \$20 million. The project was bid in October 2008 and commenced construction in February of 2009, with an anticipated project duration of 390 days.

The third Bid Package addresses sanitary sewer and drainage improvements, while enhancing the community's roadway and landscape. It is currently in the last stages of design with a proposed budget of \$20 million.

The fourth Bid Package addresses sanitary sewer and drainage improvements, while enhancing the community's roadway and landscape. It is currently in the last stages of design with a proposed budget of \$20 million.



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Broward County BCWWS WWED UAZ Utilities Broward County, FL

The Broward County UAZ 307 / 315 Utilities project included replacing existing water main and providing sanitary sewer for County Service Areas in the City of Dania Beach, near Griffin Road and Ravenswood Road. The main technical components included replacing a twelve inch water main on Ravenswood Road, replacing the residential water distribution system, providing sanitary sewer to connect existing septic tanks and rehabilitating and installation of new lift stations and force main. In order to achieve the necessary information, site visits concentrated on contacting residents to determine the location of existing tanks. A great deal of coordination was required to accommodate developer projects, tie into County projects and obtain easements for crossing private properties. GIS was used to keep track of all ongoing projects and determine / update projected utility flow rates. A total of 20,000 linear feet of water main replacement, 3 lift stations and 14,000 linear feet of sanitary sewer, which will tie in over 400 parcels were designed for this project. All permits have been completed and issued for this project. Design services were completed in December 2008.

Chen and Associates is also performing construction administration for this project. Construction costs are estimated at \$9.6 million.



Attachment A
UAZ 307 & 307
Study Area



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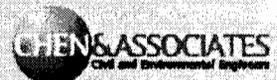
Central County Neighborhood Improvement Project Broward County, FL

The Central County Neighborhood Improvement Project (CCNIP) is the second of three neighborhood infrastructure improvements projects carried out by Broward County in the unincorporated areas. The project included improvements to the drainage, water, sewer, and roadway systems. Chen and Associates was selected to be the design engineer for one third of the project sites, which included the Franklin Park, Washington Park, St. George West and St. George East neighborhood areas.

The Franklin Park Portion of the project, which is located SE of Sunrise Boulevard and NW 27th Avenue, was designed and administered for a fee of approximately \$829,970.00. It involved the installation of water and sewer improvements (in conjunction with the City of Fort Lauderdale), along with paving and drainage improvements, landscaping and public art. The project was completed on time and on budget, at approximately \$3 Million in February 2002.

The Washington Park Portion of the project involved the installation of water improvements (in conjunction with the City of Fort Lauderdale), along with paving and drainage improvements, landscaping and entry features. The project was completed on time and on budget, at approximately \$8 million in July 2002.

The St. George neighborhoods included the installation of gravity sewer collection systems for 2 submersible lift stations and the installation of related force main for connection to the County's backbone force main. The construction of this project was successfully completed in 2006.



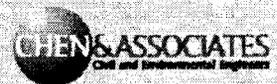
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Margate Boulevard Design and Construction Services Margate, FL

Chen and Associates was contracted by the City of Margate CRA for design and construction services for the Margate Boulevard Streetscape Improvement Project. The project replaced a 4-way stop intersection with a roundabout and included traffic analysis, roadway design, drainage design, specialized soil analysis, electrical design for specialized lights, landscaping, brick paver sidewalks and structural components of a large clock tower that was installed in the center of the roundabout.

The addition of the roadway and pedestrian scale lighting was extensive. In addition to providing FDOT standard roadway lighting, the decorative fixtures met the aesthetic and safety needs of the CRA. The lighting was designed with a variety of step-down transformers for the underground electrical and low voltage landscape lighting, in the end involving three separate service points coordinated with FPL.

During construction, the CRA also contracted Chen and Associates to perform the design, permitting and construction administration for streetscape of a road adjacent to the project area. The survey, design and permitting were completed in less than 3 months to allow the CRA to retain the same contractor for the project construction. The construction for the entire project was completed in 2008.

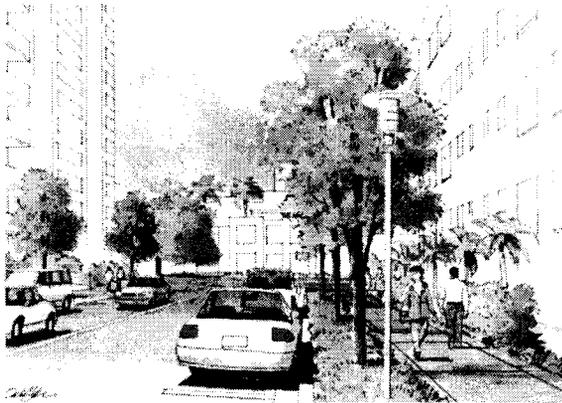


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City Center Right of Way Improvement Project Miami Beach, FL

Chen and Associates is the prime consultant and is responsible for providing surveying, planning, geotechnical investigation, design, permitting, preparation of construction documents, bid and award and construction engineering and inspection services for infrastructure improvements

within the public right of way areas of the City Center neighborhood of Miami Beach. The project encompasses approximately 24,000 LF of ROW infrastructure improvements including water main replacements, sanitary sewer upgrades, stormwater drainage improvements, paving & grading, streetscaping enhancements, landscaping improvements, lighting improvements, and roadway reconstruction. Due to the existing mixed residential and commercial environment of this neighborhood, special design efforts were made to incorporate



specialized tree wells to provide a walkable surface and bulb outs to increase pedestrian friendliness and safety. This project also required extensive coordination with the Public, adjacent CRAs, historic districts and various regulatory agencies.

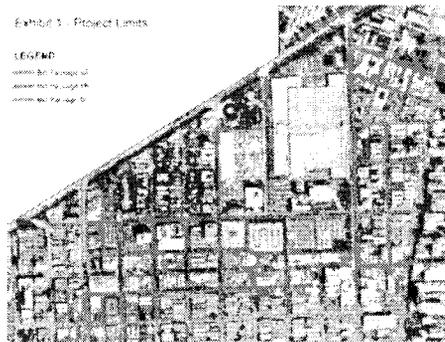


Exhibit 1 - Project Limits

LEGEND

Project Limits
Adjacent to the City Center
City Center

walkable community elements including meeting all ADA requirements, providing street furniture, providing bicycle paths, upgrading sidewalks, incorporating specialty treatments at crosswalks, landscaping improvements with

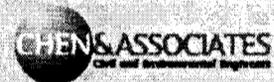


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Lift Station #11 Rehabilitation Pompano Beach, FL

Chen and Associates was tasked with design and documentation services associated with the rehabilitation of the Utilities compound equipment parking lot, located south of NE 13th Street and east of the FEC railroad tracks in the City of Pompano Beach. The project area covers approximately 30,000 SF and is adjacent to an existing paved parking lot used by City employees. The lot is enclosed by a chain link fence to the north and to the west of the lot, and consists of compacted limerock and gravel with little to no landscaping. There currently is no drainage on site. The lot is used to store various utility vehicles, such as vacuum trucks, loaders and sweepers for the short-term.

Chen and Associates will not only design pavement and drainage structures for heavy loading conditions, but will also propose a new striping layout to maximize lot utilization. The property was required to be rezoned and to undergo a complete Development Review Committee (DRC) approval. Landscaping and associated irrigation, drainage and lighting upgrades were proposed to bring the lot up to Code compliance. However, due to the nature of the existing property, Chen and Associates also included all required public purpose approvals as part of the DRC application.



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Miramar - Lift Station Rehab of #5, #13 Miramar, FL

This project is for the rehabilitation of two lift stations for the City of Miramar. Lift Station #5 is being cleaned and relined along with adding an additional force main. Lift Station #13 is being totally rehabilitated including a switch from suction lift to submersible pumps.



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Dania Water Atlas Dania Beach, FL

Chen and Associates provided GIS services to the City of Dania Beach to create a digital atlas of water lines, valves and hydrants in GIS. Existing water information from an antiquated CAD drawing was available but was not spatially accurate. The CAD drawing was manipulated to bring it into NAD83 coordinates and converted into a GIS format. The data was scrubbed for errors and attribute information was added to the tables. Printouts were created for the utilities departments to field verify the location of features and sizes of water main where discrepancies were found. The atlas includes the layout and size of water mains and locations of hydrants and valves. Further corrections will be made to the atlas by the City pending additional field investigation. Training was provided to the City Utilities Department in ESRI 'Introduction to GIS 1.' Apart from the general course outline, additional training was provided for staff to maintain the information. This approach was the least expensive option for obtaining a utility atlas in GIS, yet very effective in transferring the technology to the end user.



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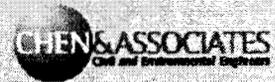
Pompano GIS Pompano Beach, FL

Chen and Associates created a corrected digitized water, sewer and drainage atlas of the barrier island in Pompano and Lauderdale by the Sea. The project was in two parts: Citywide Sewer, Forcemain and Lift Station Atlas, and Field GPS of surface utility features on the barrier island.

The sewer atlas was created from an existing CAD atlas. The CAD file was in state plane coordinate so digital conversion to GIS was seamless. Flow directions of gravity pipes were set. Attribute data included manholes numbers and lift station basin names.

The field data for surface features was collected using Trimble GPS with Terrasync software. Features included water valves, hydrants and meter, sewer manholes and force main valves. Digital photos were taken of drainage structures with a GPS camera and linked to the features in the database. In order to align the pipe work, paper as-builts were scanned and geo-referenced.

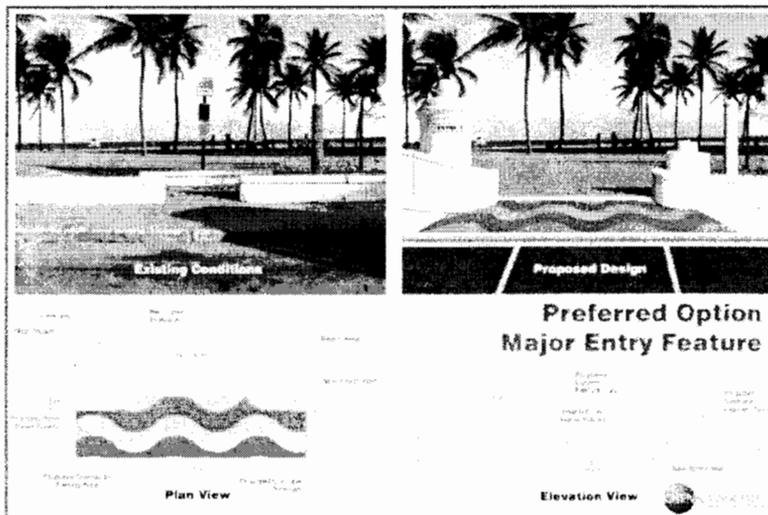
Software scripts were downloaded from ESRI to demonstrate some advanced analysis capabilities of the GIS. One such tool was the Valve Isolation Tool, which identified which valves needed to be shut to isolate a selected water pipe, modeling pipe repair.



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South Beach Parking Lot Wall Replacement and ADA Improvements Fort Lauderdale, FL

The purpose of this project is to provide the restoration and enhancement of the City-owned 6.5 acre "South Beach" parking lot, located along SR A1A, south of Las Olas Boulevard. The scope of work includes bringing the parking lot into ADA compliance per requirements of consent decree, replacing a deteriorating low profile wall and sidewalk approximately 2100 feet in length, replacing existing lighting with turtle-compliant fixtures, and designing additional landscaping. Chen and Associates is tasked to prepare the required DRC submittal, which will include all required public purpose approvals, as well as a conceptual layout of a new entrance at the southern end of the parking lot. This project is a joint effort between various City departments, including the City of Fort Lauderdale Beach Community Redevelopment Agency and Parking Services.



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Development Plan Review Parkland, FL

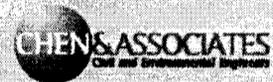
Chen and Associates has been the consulting engineers for Parkland Utilities, a privately owned utility company in Broward County since 1992. Over the years Chen and Associates was responsible for the review and construction supervision of water line installation and sewage collection systems in new residential and commercial development projects. Chen and Associates was also responsible for the installation of a lime silo for the water treatment plant.



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Broward County Master Plan Broward County, FL

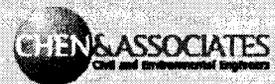
Chen and Associates was a member of the Montgomery Watson Harza (MWH) project team for the Broward County Water and Sewer System Master Plan. Chen and Associates was responsible for the portion of study describing the existing water treatment plants and retail water distribution and wastewater collection systems. Chen and Associates was also responsible for making recommendations for the system improvements required.



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***Plantation/Ric-Man Directional Drill
Plantation, FL***

Chen & Associates provided professional engineering services and construction administration in conjunction with the City's underground contractor for the installation of water mains and force mains using directional drill construction methods at several locations within the City of Plantation.



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NE 15th Avenue Enhancement Wilton Manors, Florida

Chen and Associates was retained by the City of Wilton Manors to provide construction and inspection services for NE 15th Avenue. This project includes lane reduction, bike lane addition, pavement resurfacing, markings and signage, landscaping and sidewalk replacement.



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LS 113 Capacity Analysis Pompano Beach, FL

Chen and Associates was asked to conduct a flow analysis of Lift Station 113 in Pompano Beach. Flow rates were determined per parcel and assigned to the Lift Station. The flow rates were included in the overall City force main model and analyzed under current land use conditions, future probable land use and maximum potential density conditions. The result of the modeling ultimately provided the parameters necessary for the selection of new lift station pumps.



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GIS Stormwater Atlas Miami Gardens, FL

Chen and Associates assisted the City of Miami Gardens Public Works Department with implementing a GIS program. Originally, Public Works was interested in developing a Stormwater Atlas and simple GIS maintenance system. Upon commencement, it was discovered that there was existing drainage data in the City. The scope was changed to setting up the GIS stormwater atlas and training the Public Works staff in using the information. Additionally, the following training programs were developed: Chen and Associates assisted the City of Miami Gardens Public Works Department with implementing a GIS program.

Stormwater Utility Fee

The base map and database were created for the City to digitize impervious areas and link the information to the City parcels layer. Staff were trained in the process.

Easement Study

The City was interested in tracking easements in order to reduce the time required to investigate easements in the field. The project allowed the City to store and track plats as well as the individual easements. The benefit of tracking plats was the speed at which the City could get useful information into the system.

The base map and database were created for the City to:

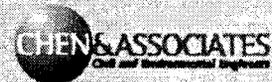
- Georeference scanned plats
- Digitize the extent of the plats
- Store plat information in the database
- Digitize individual easements
- Store easement information in the database
- Allow staff to pull up referenced plat into the City map

Pavement Overlay Tracking Tool

A tool was developed for staff to track the roadway pavement overlay program. The base map and database were created to track overlay by quantity, year and location. The staff were able to create maps depicting the roads planned for overlay by year and get quantities per year and location.

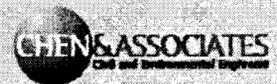
Capital Improvement Project Planning

The base map and database was created for staff to track CIP Projects. The staff were able to create maps showing the names, extents, dates and values of CIP projects. This program was useful for staff to create CIP planning maps for reports.



Hypoluxo Point Hypoluxo, FL

Chen and Associates was selected by the Town of Hypoluxo to design a sewer system serving the Hypoluxo Point neighborhood. Hypoluxo Point is a subdivision bordering the Intercoastal Waterway and Lake Worth Lagoon. Water quality of the lagoon was potentially impacted by the seepage from the septic tank drainfields serving the neighborhood. The Town secured a grant from Florida Department of Environmental Protection through Palm Beach County for the environmental enhancement and restoration of Lake Worth Lagoon. This grant will pay for a portion of the sewer project. Due to the shallow groundwater level in the project area, vacuum sewer system will be designed as an alternate bid item to conventional gravity sewer system. The project was bid in early 2001 and construction was complete in mid 2002.



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Sky Lofts LS61N Capacity Pompano Beach, FL

Chen and Associates was asked to conduct a flow analysis of Lift Station 61 (new numbering) in Pompano Beach. Flow rates were determined per parcel and assigned to the Lift Station. The flow rates were included in the overall City force main model and analyzed under current land use conditions, future probable land use and maximum potential density conditions. The result of the modeling ultimately provided the parameters necessary for the selection of new lift station pumps.

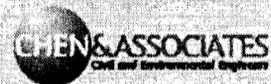


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Because we believe."*

Lift Station #110 Rehabilitation Pompano Beach, FL

Chen and Associates was tasked with design and documentation services associated with the rehabilitation of the Utilities compound equipment parking lot, located south of NE 13th Street and east of the FEC railroad tracks in the City of Pompano Beach. The project area covers approximately 30,000 SF and is adjacent to an existing paved parking lot used by City employees. The lot is enclosed by a chain link fence to the north and to the west of the lot, and consists of compacted limerock and gravel with little to no landscaping. There currently is no drainage on site. The lot is used to store various utility vehicles, such as vacuum trucks, loaders and sweepers for the short-term.

Chen and Associates will not only design pavement and drainage structures for heavy loading conditions, but will also propose a new striping layout to maximize lot utilization. The property was required to be rezoned and to undergo a complete Development Review Committee (DRC) approval. Landscaping and associated irrigation, drainage and lighting upgrades were proposed to bring the lot up to Code compliance. However, due to the nature of the existing property, Chen and Associates also included all required public purpose approvals as part of the DRC application.



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Miami Beach - South Pointe Phase III/IV/V - ROW Improvement Project Miami Beach, FL

Chen & Associates is the prime consultant and is responsible for providing surveying, planning, geotechnical investigation, design, permitting, preparation of construction documents, bid and award and construction engineering and inspection services for infrastructure



improvements within the public right of way areas of the South Pointe III/IV/V neighborhood of Miami Beach. The project encompasses approximately 19,000 LF of ROW infrastructure improvements including water main replacements, stormwater drainage improvements, paving & grading, streetscaping enhancements, landscaping improvements, lighting improvements, and roadway reconstruction. Due to the existing mixed residential and commercial environment of this neighborhood, special design efforts were made to incorporate walkable community elements including meeting all ADA requirements, providing street furniture, providing bicycle paths,



agencies.

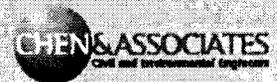
upgrading sidewalks, incorporating specialty treatments at crosswalks, landscaping improvements with specialized tree wells to provide a walkable surface and bulb outs to increase pedestrian friendliness and safety. This project also required extensive coordination with the Public, adjacent CRAs, historic districts and various regulatory



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Pompano Beach Resort LS 21N Capacity Pompano Beach, FL

Chen and Associates was asked to conduct a flow analysis of Lift Station 21 (new numbering) in Pompano Beach. Flow rates were determined per parcel and assigned to the Lift Station. The flow rates were included in the overall City force main model and analyzed under current land use conditions, future probable land use and maximum potential density conditions. The result of the modeling ultimately provided the parameters necessary for the selection of new lift station pumps.

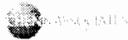
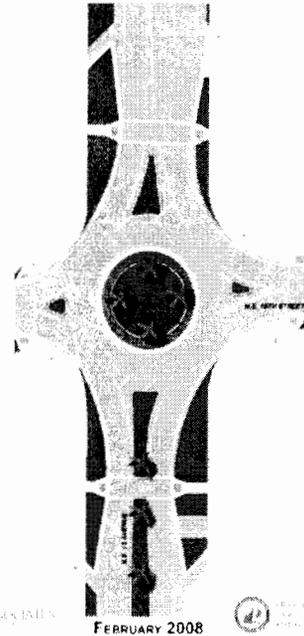


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NE 15th Avenue & 18th Street Roundabout Fort Lauderdale, FL

The NE 15th Avenue and NE 18th Street Roundabout Safety Improvement project entails designing improvements to the existing roundabout which has had a significant amount of accidents. The City would like to alter the existing roundabout in order to minimize construction costs while still addressing the existing problems. Chen and Associates has made design suggestions to make the incoming lanes narrower and have more deflection in order to slow traffic. Chen and Associates has also proposed connecting the bike lanes to the sidewalk in order to eliminate bicycle traffic from going through the roundabout. The project's design was completed in September 2008 for a fee of approximately \$30,700. Construction was completed in early 2009 for \$188,500.

CITY OF FORT LAUDERDALE
N.E. 15TH AVENUE & N.E. 18TH STREET ROUNDABOUT
SAFETY IMPROVEMENTS



FEBRUARY 2008



CHEN & ASSOCIATES
Civil and Environmental Engineers

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Because we believe."*

BFA Environmental Consultants
Barnes, Ferland and Associates, Inc.

March 29, 2010

Mario E. Loaiza, P.E.
 Utility Engineer
 City of Riviera Beach Utility District
 600 West Blue Heron Boulevard
 Riviera Beach, FL 33404

Re: City of Riviera Beach – General Professional Engineering Services for Water Treatment, Distribution and Sewer Collection Planning and Design Services

As requested, the following is information regarding our current overhead multiplier and personnel hourly rates for projects. BFA proposes to utilize these rates through the initial term of the Contract:

Base Rate:	100%
Overhead & Fringe Benefits:	166%
Subtotal:	266%
Profit (12%):	0.32

Overall Multiplier	<u>2.98</u>
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Individual classification for personnel hourly rates are as follows:

Classification	Hourly Rate	Overall Multiplier	Billable Rate
Principal Hydrogeologist	\$73.90	2.98	\$220.22
Principal Engineer	\$71.10	2.98	\$211.88
Senior Project Manager	\$65.20	2.98	\$194.30
Construction Manager	\$34.70	2.98	\$103.41
Project Manager	\$47.70	2.98	\$142.15
Assist. Project Manager	\$36.80	2.98	\$109.66
Engineer V	\$64.90	2.98	\$193.40
Engineer IV	\$46.20	2.98	\$137.68
Engineer III	\$39.00	2.98	\$116.22

Mario E. Loaiza, P.E.
City of Riviera Beach Utility District
March 29, 2010
Page 2

Classification	Hourly Rate	Overall Multiplier	Billable Rate
Engineer II	\$29.80	2.98	\$88.80
Engineer I	\$26.00	2.98	\$77.48
CAD IV (Designer)	\$39.10	2.98	\$116.52
CAD III	\$28.20	2.98	\$84.04
CAD II	\$20.10	2.98	\$59.90
CAD I	\$15.20	2.98	\$45.30
Hydrogeologist V	\$50.50	2.98	\$150.49
Hydrogeologist IV	\$41.70	2.98	\$124.27
Hydrogeologist III	\$35.70	2.98	\$106.39
Hydrogeologist II	\$29.30	2.98	\$87.31
Hydrogeologist I	\$22.80	2.98	\$67.94
Environmental Scientist IV	\$35.70	2.98	\$106.39
Environmental Scientist III	\$29.30	2.98	\$87.31
Environmental Scientist II	\$23.80	2.98	\$70.92
Environmental Scientist I	\$17.90	2.98	\$53.34
Administrative Support	\$14.90	2.98	\$44.40

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Sincerely,



Willie E. Thomas, PE
Vice President
Barnes, Ferland and Associates, Inc.

