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

THIS CONTRACT is entered into this 17th day of April, 2017, 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 Florida and whose Federal Identification number is P94000026169 (hereinafter referred to as ("ENGINEER").

WHEREAS, it has been determined that it is advisable, and desirable to employ a qualified firm of consulting engineers having special and broad experience in the desired fields for the purpose of providing professional engineering services in the area of water supply and wastewater collection and pumping; and

WHEREAS, the DISTRICT, in accordance with the ENGINEER's Competitive Negotiation Act, has selected the ENGINEER to be the most qualified firm; and

WHEREAS, the DISTRICT is now desirous of contracting with ENGINEER to provide 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-SCOPE OF SERVICES

The intent of this Article is to include specific items detailed in the City of Riviera Beach Utility Special District Water and Wastewater Master Plan, dated February 2013, prepared by Hazen and Sawyer, P.C. The Master Plan document is available on the DISTRICT's website (www.rivierabch.com). The scope, however, is not limited to those items, but includes any engineering task that may be necessary to insure a safe and reliable water supply and wastewater collection and pumping for all DISTRICT customers. Project authorizations, (work orders) for this contract may include but are not limited to the following:

- Design of new raw water wells A & B, as required by the Consumptive Use Permit issued by the SFWMD;
- Replacement/rehabilitation of Lime Softening Units;
- Replacement of Lime Slakers, Lime Silo components and Lime Slurry system;

- Tasks to include developing/calibrating the current water distribution hydraulic model;
- Tasks to include developing/calibrating the current wastewater transmission hydraulic model;
- Recommendations on identification of all regulatory issues that may impact the CRBUD;
- Replacement/rehabilitation of various wastewater lift stations;
- Design of parallel Intracoastal force main and;
- Design of additional Intracoastal water transmission main;
- Chlorination/disinfection of treated water;
- Provide systems needs analysis;
- Existing system evaluation including but not limited to condition assessments and capacity analysis;
- Provide assistance in obtaining and/or renewing permits for utility systems including water distribution and wastewater collection systems and electric generation and distribution systems, SCADA and other control and monitoring systems;
- Preparation of design criteria for use in design/build, Construction Manager at Risk or other types of procurements for upgrades, retrofits, replacement and/or new systems.

ARTICLE 2 - DISTRICT RESPONSIBILITIES

DISTRICT SHALL:

A. Provide complete and detailed information as to its requirements for the Project.

B. Assist ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.

C. Furnish ENGINEER, as required by for the performance of the Project, 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; photo metric surveys, property, boundary, easement, right-of-way and property descriptions; zoning and deed restrictions, hydraulic models and other special data or consultations not covered in Article 2-A; of which ENGINEER, may rely upon to 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, models, 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. The Executive Director of the Riviera Beach Utility Special District 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.

H. Furnish or direct ENGINEER to provide necessary Additional Services as stipulated in Exhibit "A" of this Contract or other services as required.

I. Bear all costs incidental to compliance with the requirements of this Section.

ARTICLE 3 -PERIOD OF SERVICE

It is mutually agreed by DISTRICT and ENGINEER that this Contract is for a period of one year from date of execution, with the option, solely at the discretion of the DISTRICT, for three one-year extensions.

ARTICLE 4 - PAYMENTS TO ENGINEER

A. The services of the Contract will include a series of many separate individual tasks or projects, which will be defined in a Work Order.

B. The Work Order may be issued to the Engineer as a Time and Material Work Order with a maximum fee or as a Lump Sum Work Order. Whichever method of payment the DISTRICT chooses, at its sole discretion, the maximum fee or lump sum amount will be negotiated between the DISTRICT staff and ENGINEER based on the Schedule of Labor Rates included as Exhibit "A" and the Scope of Work.

C. ENGINEER shall invoice the DISTRICT not more frequently than monthly for services that have been rendered in conformity with this Contract. The DISTRICT's representative shall review each invoice and then forward each invoice to the Finance Department for payment. Invoices will be paid within thirty (30) days following the DISTRICT representative's approval.

D. ENGINEER's invoice shall contain full details on work completed during the invoice period as well as any deliverables presented to the DISTRICT. For time and material work orders, ENGINEER shall present a detail of time worked by each category of stuff (as presented in Exhibit "B") along with appropriate reimbursable expenses. For lump sum work orders, the

ENGINEER shall detail all work performed during the invoice period along with their best estimate of the percentage of the total work order completed to date.

E. Final Invoice- In order for both parties herein to close their books and records, ENGINEER will clearly state "Final Invoice" on the ENGINEER's final/last billing to the DISTRICT. This certifies that all Services have been properly performed and all charges have been invoiced to the DISTRICT. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the ENGINEER.

F. If the DISTRICT fails to make any payment due the ENGINEER for services and expenses under this Contract within forty-five (45) days after the ENGINEER's transmittal of its invoice to the DISTRICT, the ENGINEER may, after giving notice to the DISTRICT, suspend services under this Contract in question until it has been paid in full all amounts due.

G. If the DISTRICT disputes any invoice or part of an invoice, DISTRICT shall notify ENGINEER of such dispute within fifteen (15) days of receipt of the invoice. DISTRICT reserves the right to off-set, reduce or withhold any payment to ENGINEER in accordance with the terms and conditions of this Contract.

ARTICLE 5-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 not higher than those charged to the ENGINEER's most favored customer for the same or substantially similar service.

A. The services of this Contract will include a series of separate individual tasks or projects (Work Orders), all related to the Scope of Services detailed in Article I. All Work Orders are issued at the sole discretion of the DISTRICT. No Work Orders are guaranteed under this Contract. The DISTRICT, at its sole discretion, may assign to others, appropriately selected under the ENGINEER's Competitive Negotiations Act (CNA) any tasks or Work Orders that it chooses.

B. The DISTRICT may issue a Work Order under a Time and Materials Basis, with a maximum fee. ENGINEER will utilize the negotiated rates and charges negotiated with the DISTRICT and detailed in Exhibit B, to determine the appropriate charge for monthly invoicing as described in Article 4. The DISTRICT may issue a task order on a Lump Sum basis. The ENGINEER will utilize its best estimate of percentage complete of the project to invoice as described in Article 4. The DISTRICT will utilize the fees and charges shown in Exhibit B when negotiating the value of a Lump Sum Work Order.

The said rates and costs shall be adjusted to exclude any significant sums should the DISTRICT's 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 6 - TERMINATION

The 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 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 receipt 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 subcontractors 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 DISTRICT shall exercise and deliver a mutual release by each party to the other of all claims and demands of any nature whatsoever arising under this Contract.

ARTICLE 7 - 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 commissions of sub-ENGINEERs 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-ENGINEERs) while on DISTRICT premises, will comply with all DISTRICT requirements governing conduct, safety and security.

ARTICLE 8 SUBCONTRACTING

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

If sub-ENGINEER(s) are used, the ENGINEER shall use only licensed and insured sub-ENGINEER(s). All sub-ENGINEERs 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-ENGINEERs.

ARTICLE 9 – SBE PARTICIPATION

Consistent with the DISTRICT procurement code, Small Business Enterprises (SBE) shall have the opportunity to participate in this project. ENGINEER is hereby informed that the DISTRICT has established a goal of 15% participation of SBE. ENGINEER is obligated to demonstrate and document a good faith effort toward the attainment of the 15% SBE participation as a condition of the Contract. The ENGINEER agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the DISTRICT to inspect such records and provide such records to the DISTRICT upon request.

ARTICLE 10 - 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 obligation 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 taxes, and benefits with respect to this Contract.

ARTICLE 11 - 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 life of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 Contractual liability per claim/annual aggregate.

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, such party shall then, 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 12 - INDEMNIFICATION

The ENGINEER shall indemnify and save harmless the DISTRICT, its employees from and against any and all claims, liabilities, losses, costs, 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.

The 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, where recoverable by law. 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 13 - 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 14 - DISPUTE RESOLUTION AND VENUE

All claims arising out of the Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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 within Palm Beach County and if necessary be litigated by non-jury trial.

ARTICLE 15 - 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 16 – CONFLICT

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 17 - 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 subcontractors 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 it or its subcontractors' 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 18 - 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 19 - 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 by and 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 paliy, directly or indirectly, without the DISTRICT's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports or similar 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 ENGINEER shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the DISTRICT as provided under section 119.011(2), Florida Statutes, specifically agrees to:

a) Keep and maintain public records required by the DISTRICT to perform the service.

b) Upon request from the DISTRICT's custodian of public records or designee, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the ENGINEER does not transfer the records to the DISTRICT.

d) Upon completion of this Contract, transfer, at no cost, to the DISTRICT all public records in possession of the ENGINEER or keep and maintain public records required by the DISTRICT to perform the service. If the ENGINEER transfers all public records to the DISTRICT upon completion of the Contract, the ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ENGINEER keeps and maintains public records upon completion of the Contract, the ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT's custodian of public records or designee, in a format that is compatible with the information technology systems of the DISTRICT.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 845-4090, cityclerk@rivierabch.com, 600 W Blue Heron Blvd, Riviera Beach, FL 33404

ARTICLE 20 – 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, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 21 - CONTINGENT FEES

The ENGINEER warrants that it is 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 22 - 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 23 - 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 24 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorney's fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 25 – AUTHORITY TO PRACTICE

The ENGINEER hereby represents and warrants that it has and will continue to maintain all licenses and approvals which are legally 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 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 2 6 - 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 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-1 33 by entering into this Contract or performing any work in furtherance hereof, the ENGINEER certifies that it, its affiliates, suppliers, subcontractors, engineers, and sub-engineers 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 28 –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 by the DISTRICT COUNCIL FOR THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT or its designated representative.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and also via email. If sent to the DISTRICT shall be mailed to:

CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
c/o **Troy F. Perry, Acting Executive Utility Special District Director**
600 WEST BLUE HERON BLVD.
RIVIERA BEACH, FL 33404

If sent to the ENGINEER shall be mailed to:

BARNES, FERLAND AND ASSOCIATES, INC.
1230 HILLCREST STREET, SUITE 100
ORLANDO, FL 32803

ARTICLE 30 - ENTIRETY OF CONTRACT

The DISTRICT and the ENGINEER agree that this Contract and any Exhibits hereto or other documents as referenced in the Contract sets forth the entire agreement 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 28- Modifications of Work.

ARTICLE 31 - 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 32-PREPARATION

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

ARTICLE 33 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event 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 34 - 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, ,Barnes, Ferland and Associates, Inc., hereby represents to the DISTRICT that Willie E. Thomas, Vice President 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 is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 35 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference. "Exhibit A" and "Exhibit B" are hereby attached and describes the Scope of Work.

ARTICLE 36 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the Contract, Exhibit "A" and RFQ NO. 371-12. The ENGINEER agrees to be bound by all the terms and conditions set forth in this Contract and RFQ NO. 371-12. To the extent there exists a conflict between this Contract and RFQ NO. 371-12, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 37 - LEGAL EFFECT

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

ARTICLE 38 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 39 - SURVIVABILITY

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

ARTICLE 40 - 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 41 - 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 agreement 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 an agreement on a pre-loss basis.

ARTICLE 42 - RIGHT TO REVIEW

The DISTRICT, by and through its Risk Management Division, 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.

[SIGNATURES ON FOLLOWING PAGE)

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.

CORPORATE SEAL

CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT

BY: _____
TERENCE "TD" DAVIS
CHAIRPERSON

BARNES, FERLAND AND ASSOC., INC.

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

ATTEST:

BY: _____
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
DISTRICT CLERK

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
DEPARTMENT DIRECTOR NAME
TITLE

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
ANDREW DEGRAFFENREIDT, III

Date: 4/24/17

Purchasing initials _____

Exhibit

"A"

LABOR RATE SCHEDULE

BFA Environmental Consultants
Barnes, Ferland and Associates, Inc.

March 8, 2017

Mr. Don Mealy, II
City Purchasing Director
City of Riviera Beach
2051 MLK Blvd. Suite 310
Riviera Beach, Florida 33404

Re: City of Riviera Beach
Consulting Engineering Services for Water and Wastewater Utility Systems

The following is our information regarding overhead multipliers and personnel hourly rates for projects with the City of Riviera Beach. These rates will be used throughout the duration of the Contract:

Base Rate:	**100%**
Overhead & Fringe Benefits:	**177%**
Subtotal:	**277%**
Profit (10%):	**0.28**
Overall Allowable Multiplier	**2.99**

Individual classification for personnel hourly rates are as follows:

Classification	Hourly Rate Range		Overall Multiplier	Billable Rate Range	
Principal Hydrogeologist	$68.25	$71.66	2.99	$204.07	$214.27
Principal Engineer	$50.00	$55.13	2.99	$149.50	$164.82
Senior Project Manager	$60.13	$66.29	2.99	$179.79	$198.22
Construction Manager	$30.00	$33.08	2.99	$89.70	$98.89
Project Manager	$37.40	$48.60	2.99	$111.83	$145.31
Assist. Project Manager	$37.40	$41.23	2.99	$111.83	$123.29
Engineer V	$60.13	$66.29	2.99	$179.79	$198.22
Engineer IV	$44.08	$48.60	2.99	$131.80	$145.31
Engineer III	$37.40	$41.23	2.99	$111.83	$123.29
Engineer II	$28.78	$31.73	2.99	$86.05	$94.87
Engineer I	$25.00	$29.77	2.99	$74.75	$89.00
Designer	$30.00	$33.08	2.99	$89.70	$98.89
CAD IV (Designer)	$28.00	$30.87	2.99	$83.72	$92.30
CAD III	$24.00	$26.46	2.99	$71.76	$79.12
CAD II	$20.00	$22.05	2.99	$59.80	$65.93
CAD I	$17.00	$18.74	2.99	$50.83	$56.04
GIS Senior Specialist	$50.00	$55.13	2.99	$149.50	$164.82

1230 Hillcrest Street • Orlando, Florida 32803
Office (407) 896-8608 • Fax (407) 896-1822

Classification	Hourly Rate Range		Overall Multiplier	Billable Rate Range	
GIS Tech III	$30.00	$33.08	2.99	$89.70	$98.89
GIS Tech II	$25.00	$27.56	2.99	$74.75	$82.41
GIS Tech I	$19.00	$20.95	2.99	$56.81	$62.63
Hydrogeologist V	$46.65	$51.43	2.99	$139.48	$153.78
Hydrogeologist IV	$38.50	$42.45	2.99	$115.12	$126.91
Hydrogeologist III	$33.00	$36.38	2.99	$98.67	$108.78
Hydrogeologist II	$27.00	$29.77	2.99	$80.73	$89.00
Hydrogeologist I	$21.00	$23.15	2.99	$62.79	$69.23
Environmental Scientist IV	$33.00	$36.38	2.99	$98.67	$108.78
Environmental Scientist III	$27.00	$29.77	2.99	$80.73	$89.00
Environmental Scientist II	$22.00	$24.26	2.99	$65.78	$72.52
Environmental Scientist I	$17.00	$18.74	2.99	$50.83	$56.04
Field Technician IV	$27.00	$29.77	2.99	$80.73	$89.00
Field Technician III	$22.00	$24.26	2.99	$65.78	$72.52
Field Technician II	$19.00	$20.95	2.99	$56.81	$62.63
Field Technician I	$12.00	$16.54	2.99	$35.88	$49.45
Sr. Surveyor and Mapper	$44.10	$48.62	2.99	$131.86	$145.37
Surveyor and Mapper	$32.50	$35.83	2.99	$97.18	$107.14
Survey Technician	$26.25	$24.26	2.99	$78.49	$72.52
Survey CAD	$22.50	$27.56	2.99	$67.28	$82.41
2 Person Survey Crew	$40.00	$41.90	2.99	$119.60	$125.27
3 Person Survey Crew	$55.00	$60.64	2.99	$164.45	$181.31
Utility Coordinator	$26.25	$18.74	2.99	$78.49	$56.04
S.U.E. 2 Person Crew	$46.75	$51.54	2.99	$139.78	$154.11
S.U.E. 3 Person Crew	$58.60	$64.61	2.99	$175.21	$193.17
Administrative Support III	$25.80	$33.28	2.99	$77.14	$99.52
Administrative Support II	$19.00	$23.15	2.99	$56.81	$69.23
Administrative Support I	$13.50	$18.74	2.99	$40.37	$56.04

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

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

BFA

Barnes, Ferland and Associates (BFA)

Other Direct Costs Table

City of Riviera Beach Consulting Engineering

2017

Description	Units	Unit Cost [1]
Reproduction		
B&W Copy (8.5" x 11") (Per Side)	Each	$ 0.05
B&W Copy (8.5" x 14")	Each	$ 0.12
B&W Copy (11" x 17")	Each	$ 0.20
Blackline Copy (24"x 36" or 22"x 34")	Each	$ 2.00
Color Copy (8.5" x 11") (Per Side)	Each	$ 0.74
Color Copy (8.5" x 14") (Per Side)	Each	$ 0.74
Color Copy (11" x 17")	Each	$ 1.25
Color Copy (24"x 36" or 22"x 34")	Each	$ 12.00
Lamination (8.5" x 11")	Each	$ 1.75
Materials		
Binders	Each	$ At Cost
Bond Plots (24"x 36" or 22"x 34")	Each	$ 0.72
Communications		
Facsimile (Long Distance)	Each	At Cost
Phone Calls (Long Distance)	Minute	At Cost
Mail		
Courier	Each	$ At Cost
Express Delivery	Each	At Cost
US Mail	Each	At Cost
Travel [2]		
Hotel	Day	At Cost
Mileage [3]	Mile	0.535
Per Diem	Day	At Cost
Rental Car	Day	At Cost
Tolls	Each	At Cost
Miscellaneous		
Legal Notices	Each	At Cost
Permit Application Fees	Each	At Cost
Water Quality Analysis		At Cost
Field Supplies	Each	At Cost
Water Level analysis Equipment	Day	At Cost
Water Quality Analysis Equipment	Day	At Cost
Specialty Software	Each	At Cost
Electronic Media		
Compact Disc	Each	1.00
DVD	Each	1.50

[1] "At Cost" Items will be billed without markup.

[2] Travel Costs in accordance with City of Riviera Beach Travel Policy.

[3] City of Riviera Beach allowable mileage cost.

SUBCONSULTANT TO BARNES, FERLAND AND ASSOC. INC.

MATHEWS CONSULTING
a BAXTER & WOODMAN company

2017 Hourly Billing Rates and Expense Items For Professional Services

Employee Classification	*Hourly Billing Rate*
Principal	$170
Senior Engineer III to IV	$150 to $170
Senior Engineer I to II	$130 to $140
Engineer III to IV	$105 to $115
Engineer I to II	$85 to $110
Engineering Technician III to V (incl. Const. Managers)	$110 to $125
Engineering Technician I to II (incl. Inspectors)	$60 to $100
Senior Geologist	$135
CAD / GIS / Survey Technician III to IV	$105 to $115
CAD / GIS / Survey Technician I to II	$90 to $95
Clerical I to II	$70

- Hourly Billing Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week regularly scheduled work hours.
- Hourly rates for inspection services do not include overtime.
- Mileage charges will be reimbursed at the rate set by the U.S. Internal Revenue Service.
- Project reimbursable items (printing, postage) will be reimbursed at direct costs.
- Traffic Counters $50/day.
- Sub-consultant costs will be reimbursed at their invoice costs plus 10%.

Exhibit "B"

TIME AND MATERIALS INVOICE

TIME AND MATERIALS INVOICE

FIRM NAME

ADDRESS
PHONE
FAX
EMAIL

Invoice

EXAMPLE ONLY

CRBUSD CONTACT
City of Riviera Beach Utility District
600 W Blue Heron Blvd
Riviera Beach, FL 33404

DATE:
Project No:
Invoice No:

Project Continuing Engineering Services
PO #

Professional Services from January 1, 2017 to January 31, 2017

Task 001 Task Order 1

Professional Personnel

		Hours	Rate	Amount
Sr Engineer/Landscape Architect/Planner				
NAME	1/4/2017	.50	120.00	60.00
ACTIVITY				
NAME	1/5/2017	5.50	130.00	715.00
ACTIVITY				
NAME	1/11/2017	1.00	130.00	130.00
ACTIVITY				
NAME	1/19/2017	1.00	140.00	140.00
ACTIVITY				
Staff Engineer/Landscape Architect/Pla				
NAME	1/20/2017	2.00	90.00	180.00
ACTIVITY				
NAME	1/24/2017	1.00	120.00	120.00
ACTIVITY				
NAME	1/25/2017	2.00	90.00	180.00
ACTIVITY				
NAME	1/31/2017	2.00	100.00	200.00
ACTIVITY				
Totals		15.00		1,725.00
Total Labor				**1,725.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	1,725.00	4,360.00	6,170.00
Limit			21,840.00
Remaining			15,670.00

Total this Task **$1,725.00**

Total this Invoice **$1,725.00**

/23/2017

********** Amount Due Upon Receipt of Invoice **********

Please remit to: **ADDRESS**

- | - THANK YOU for your business - | -

Exhibit

"C"

PROGRESS REPORT FOR LUMP SUM INVOICE

PROGRESS REPORT FOR LUMP SUM INVOICE

FIRM NAME

EXAMPLE ONLY

ADDRESS
PHONE
FAX
EMAIL

RIVIERA BEACH UTILITY SPECIAL DISTRICT

CONTINUING PROFESSIONAL ENGINEERING SERVICES
PROGRESS REPORT
DATE

BUDGET REVIEW

- Date Purchase Order Received: _____
- Total Budget: _____
- Time Elapsed Since Project Commencement: _____
- Budget Spent to Date: _____

ACTIVITIES CONDUCTED THIS MONTH

- **LIST MAIN ACTIVITIES (INCLUDE DELIVERABLES)**
  - _____ ____
  - _____
  - _____

FUTURE ACTIVITIES

- **LIST FUTURE PLANNED ACTIVITIES**
  - _____
  - _____

ESTIMATED PERCENT COMPLETE FOR INVOICING PURPOSES

- _____%