

**TASK ORDER FOR ENGINEERING DESIGN AND PERMITTING SERVICES BETWEEN
MONROE COUNTY AND EAC CONSULTING, INC.
FOR
NO NAME KEY CULVERT REPLACEMENT PROJECT**

In accordance with the Continuing Contract for On Call Professional Engineering Services made and entered on the 16th day of January, 2014, as amended on the 18th day of March, 2015 between **Monroe County** hereinafter referred to as the "County" and **EAC Consulting, Inc.** hereinafter referred to as "Consultant" where professional services are allowed if construction costs do not exceed \$2,000,000.

All terms and conditions of the referenced Contract and Amendment for On Call Professional Engineering Services apply to the Task Order, unless the Task Order modifies an Article of the Agreement of which will be specifically referenced in this Task Order and the modification shall be precisely described.

This Task Order is effective on the **18th Day of October, 2017.**

Article II Scope of Basic Services, Paragraph 2.1.1 is amended as follows:

The scope of services will include Engineering Design and Permitting Services for the No Name Key Culvert Replacement Project, included as Attachment A

Article VII, Paragraph 7.1 is amended to include the following:

The Consultant shall be paid monthly based on hourly rates per the continuing services contract and estimated staff hours as follows:

Personnel	Estimated Hours	Hourly Rate	Total
Project Manager	54	\$190.00	\$10,260.00
Senior Engineer	112	\$185.00	\$20,720.00
Sr. Eng. Tech	332	\$95.00	\$31,540.00
Clerical	8	\$50.00	\$400.00
Reimbursable Expenses			\$1,000.00
Subcontractor			
Field and Lab Testing			\$3,000.00
Surveying			\$13,516.68
Env. Permitting			\$3,000.00
Mangrove Trimming			\$5,000.00
Total Not To Exceed Amount			\$88,436.68

A total not to exceed amount of eighty eight thousand four hundred thirty six dollars and sixty eight cents (\$88,436.68) will apply.

Article IX MISCELLANEOUS,

9.21 PUBLIC ACCESS is amended as follows:

Public Records Compliance. Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other “public record” materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney’s fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County’s custodian of records, provide the County 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 this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

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

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.


If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

IN WITNESS WHEREOF, each party caused the Task Order to be executed by its duly authorized representative.

(Seal)
Attest:

By: 
Senior Vice President
Title

EAC Consulting, Inc.
By: 
Department Manager
Title


(SEAL)
Attest: KEVIN MADOK, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 10/10/17

ATTACHMENT A
Scope of Services



August 18, 2017

Clark Briggs
Senior Project Administrator
Monroe County Engineering
1100 Simonton St, Room 216
Key West, FL 33040

Re: No Name Key Culvert Replacement Project
EAC Project No. 13038.MU01-03

Dear Mr. Briggs;

EAC Consulting Inc. (EAC) is pleased to submit this fee proposal to Monroe County Engineering for civil engineering services on the above referenced project. As requested by the County, EAC will provide utility coordination, design, preparation of construction documents, permitting, bid support services, and limited construction services (submittal approvals and questions) related to the replacement of an existing culvert. Our understanding is that the culvert is being replaced for maintenance purposes.

The following sub-consultants will support our services on this project:

- FR Aleman and Associates, Inc. (FRA) - Surveying and Mapping
- Professional Service Industries (PSI) – Geotechnical Investigations and Engineering
- SWC, Inc. (SWC) – Environmental Engineering

The anticipated scope of work is as described in Attachment 1.

Please find enclosed the following attachments to this scope of services definition correspondence:

1. Attachment 1: Scope of Services
2. Attachment 2: Staff hour/Fee Computation Summary Worksheet
3. Attachment 3: Sub consultant Fee Proposals
4. Attachment 4: Changes to Project Personnel

We look forward to this opportunity to work with Monroe County Engineering. Please feel free to contact me (hhiggins@eacconsult.com) if you have any questions.

Sincerely,
EAC Consulting, Inc.

A handwritten signature in blue ink, appearing to read "H. Higgins", is written over a blue circular stamp or seal.

Huntley Higgins, P.E., PMP
Municipalities Department Manager

c.c: File
Michael Adeife, P.E. (EAC Consulting, Inc.)
Shari Ramirez, P.E. (EAC Consulting, Inc.)

ATTACHMENT 1

SCOPE OF BASIC SERVICES

BACKGROUND

Monroe County has requested the services of EAC Consulting, Inc. (EAC) to replace an existing culvert along Bahia Shores Drive in No Name Key, Monroe County, Florida. According to information provided by the County, the following is assumed to be known about the culvert:

- The size of the culvert is approximately 24-inches
- The culvert is located along Bahia Shores Drive
- The culvert is also located approximately 150 feet north of the intersection of Bahia Shores Road and State Road 4a
- The culvert is being replaced for maintenance purposes
- The culvert is tidally influenced

SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT AND COORDINATION MEETINGS

Task 1.1 – Project Management

EAC will provide Project Management services that will comprise of contract administration, preparation of invoices, coordination of project staff and other sub consultant's work, and monitoring the project's progress and schedule.

EAC will coordinate a project kick-off meeting within two (2) weeks after receiving a notice-to-proceed for this project. The purpose of this meeting will be to initiate the project, identify project and communication protocols, as well as to request and collect all available data and documents from all available sources regarding the existing culvert.

Task 1.2 – Meetings

EAC will attend one (1) on-site coordination meeting with the County and one (1) on-site meeting with each applicable permitting and regulatory agency to discuss and resolve pertinent project related issues.

Task 1.3 – Field / Site Visits

Subsequent to the project kick-off meeting, EAC will schedule one (1) additional field site visits as follows:

- When construction documents are substantially complete to assess the implementation of the proposed solution.

TASK 2: ENGINEERING DESIGN SERVICES

Task 2.1 – Topographical Survey and Mapping

Topographical services will be provided by our sub-consultant FRA. These services will consist of performing a full topographic and boundary survey that meets Minimum Technical Standards according to the Florida Administrative Code (FAC). Please refer to FRA's fee proposal attached.

Task 2.2 – Geotechnical Investigations and Engineering

Geotechnical Investigations and Engineering services will be provided by our sub-consultant **PSI**. Services will include performing two (2) soil borings (SPT) to a depth of 20-feet to analyze groundwater conditions and soil stratification. In addition, an analysis will be performed on the soils pH, resistivity, sulphates and chlorides to determine the most suitable pipe material for the culvert replacement. A certified geotechnical report that includes specific information required to undertake the requisite professional engineering analyses and design services would be provided. Please refer to PSI's fee proposal attached.

Task 2.3 – Environmental Services

Environmental Services will be provided by our sub-consultant **SWC**. Services will include the preparation of permitting applications for applicable permitting agencies. These services also include mapping wetlands and identifying mangroves that may be impacted and coordinating with the surveyor to ensure these features are shown on the survey. A report will be prepared that identifies any constraints and this will be used to support permitting documentation.

An optional service is provided in the event that it is determined that mangrove trimming maybe necessary to facilitate construction.

Task 2.3 – Utility Coordination

EAC will contact all existing utility owners, as identified by Sunshine State One Call of Florida (SSOCOF) that are within close proximity to the project. EAC will request copies of as-built information related to these facilities and include this information on the construction documents based on the level of accuracy provided by the utility owners.

Task 2.4 – 100% Construction and Specification Documents

This work will include the engineering design and analyses required for the removal and replacement of the existing culvert. EAC will be responsible for providing construction documents to facilitate the culvert's replacement. All design work shall comply with the Florida Department of Transportation (FDOT)'s Standards, as applicable and as practical within the County's right of way, Monroe County Engineering, and the Florida Administrative Code

EAC will prepare and finalize all plans, profiles, cross sections, details and notes for the project including but not limited to: Summary of Pay Items, Drainage Structures, Optional Culvert Materials Tabulations and Erosion Control Details.

We anticipate that our 100% CD submission will include:

- Cover Sheet
- Drainage/Stormwater Notes
- Stormwater Pollution Prevention Plan
- Stormwater Pollution Prevention Notes and Details
- Cross Sections and Typical Sections
- Roadway Plan and Profile
- Drainage Structures
- Miscellaneous Details

TASK 3 – PERMITTING AND APPROVALS

Task 3.1 – Environmental Permitting/Approvals

It is anticipated that the permitting and review/approval agencies for this project are (1) Monroe County Engineering Department and (2) Florida Department of Environmental Protection (FDEP). It is EAC understanding that the County will provide all permit fees related to the solicitation of permits for this project in the form of check or paid directly to the permitting agency.

If permits are required from any other permitting agencies, a supplemental fee will be required to coordinate and permit with these agencies. An optional fee has been included for mangrove trimming. The need for this permit will be assessed as the project develops.

Task 4 – LIMITED BID SUPPORT AND CONSTRUCTION SERVICES

Task 4.1 – Limited Bid Support and Construction Services

For the purpose of this proposal, bid support entails responding to questions and providing clarification to prospective bidders as it related to information provided on the construction documents. It is assumed that the County will be responsible for preparing and issuing bid documents. In addition, it is also assumed that the County will be responsible for receiving, analyzing and selecting a preferred bid.

For the purpose of this proposal, limited construction services will include responding to questions and providing clarifications to the selected contractor as it relates to information provided on the construction documents. Reviewing and approving shop drawing submittals for construction is also included.

COMPENSATION

Basic fee

Our total not to exceed fee for this proposal for this project is **\$83,436.68**

Optional fee

In the event that mangrove trimming is required, an additional fee of **\$5,000.00** will be required for SWC, Inc. to secure this permit, which will result in an overall fee of **\$88,436.68**

ENGINEERING DESIGN DELIVERABLES

- EAC will deliver one (1) signed and sealed hard copy Survey with electronic files
- EAC will deliver one (1) signed and sealed Geotechnical Report in electronic format
- EAC will deliver (2) sets of 100% Construction Documents to the County for review and approval
- EAC will deliver one (1) Engineer's Estimate of Probable Cost of Construction
- EAC will provide signed and sealed electronic pdf. drawings for the County to reproduce for bidding purposes

COUNTY'S RESPONSIBILITIES

- Provide EAC with all available data and information on the existing culvert including existing plans, as-builts, existing permits, existing reports, etc.
- Assist EAC during permitting activities by attending meetings when necessary
- It is anticipated that the County will provide EAC with one (1) set of consolidated comments regarding the 100% design documents. EAC will schedule a comment resolution meeting with the County to ensure that the intent of the comments are clearly understood and resolved prior to issuing final plans.

FEE PROPOSAL ASSUMPTIONS

The aforementioned scope of services assumes that:

1. No Roadway reconstruction services beyond restoration above the existing culvert is included in this proposal
2. No Construction Engineering and Inspection services in included in this proposal.
3. No Environmental Services beyond the services stated in this proposal are included.
4. Fees related to permit applications, permit variances, etc. will be provided by the County.
5. No Right of Way takes are required.
6. The County will provide as-builts, drawings, reports, etc. that have information relevant to the referenced culvert.
7. Utility coordination is limited to those identified through Sunshine State One Call of Florida. The coordination to obtain utility work schedules, subsurface utility engineering (SUE) information is not included in this fee proposal.
8. No public involvement or community outreach services are included in this project basic scope of services.
9. EAC will not be responsible for services related to Joint Participation Agreement (JPA) between the County and any utility entity or any other agency within the project limits.

ADDITIONAL SERVICES

Additional Services, if required may be negotiated and compensated as a lump sum fee or hourly fee based on the rates quoted in our Professional Engineering Services Contract with Monroe County.

ATTACHMENT 2

STAFF HOUR/FEE COMPUTATION SUMMARY WORKSHEET

CONTRACT FEE COMPUTATION (BASIC SERVICES)

EAC Consulting, Inc.
 815 NW 57th Avenue, Suite 402
 Miami, FL 33126
 (305) 264-2557 FAX (305) 264-5507
 EAC Project No. 13038.MU01-03

Description: No Name Key Culvert Replacement Project

Task	NO./ACTIVITY	Principal	Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech.	Eng. Tech.	Sr Inspector	Clerical	TOTAL		Avg. Hourly Rate
										Hours	Cost For Activity	
	Hourly Rate	\$ 225.00	\$ 190.00	\$ 185.00	\$ 125.00	\$ 95.00	\$ 85.00	\$ 86.00	\$50.00			
Task 1 : Project Management and Coordination Meetings			12	24		48				84	\$11,280	
Task 2 : 100% Deliverable Phase			32	64	248				4	348	\$41,680	
Task 3 : Permitting and Approvals			8	8	28				4	48	\$5,860	
Task 4 : Limited Bid Support & Construction Services			2	16	8					26	\$4,100	
TOTAL MANHOURS			54	112	332				8	506	\$ 62,920	

TOTAL CONTRACT FEE COMPUTATION (Check Appropriate Box) [x]

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES		Total Activity Salary Costs	
Task 1 : Project Management and Coordination Meetings		\$ 62,920.00	100%
		\$ 62,920.00	Sub-total(Salary Related Costs)
		\$ 62,920.00	(a) Direct Reimbursables (Out-of-Pocket) (Lump Sum)
		\$ 63,920.00	Sub-Total :
		\$ 63,920.00	(b) Subconsultant Fees
		\$ 13,516.68	1. FR Aleman & Associates, Inc.
		\$ 3,000.00	2. Professional Service Industries
		\$ 3,000.00	3. SWC, Inc.
		\$ 3,000.00	4. SWC - Mangrove Trimming (\$5,000.00)
TOTAL FEE		\$ 83,436.68	
Rounded Total		\$ 83,436.68	

Prepared By:	EAC CONSULTING, INC.,
Date:	August 18, 2017
Revised By:	EAC CONSULTING, INC.,
Date:	August 18, 2017

ATTACHMENT 3

SUB CONSULTANT FEE PROPOSALS



& Associates, Inc.
CONSULTING ENGINEERS & SURVEYORS
10305 NW. 41st Street,
Miami, FL 33194
TEL: (305)-591-8777
Email: frank.paruas@fr-aleman.com

CONSULTING ENGINEERS & SURVEYORS
www.FR-Aleman.com

August 11, 2017

Huntley Higgins, PE, PMP
Municipalities Department Manager
EAC Consulting, Inc.
www.eacconsult.com
815 NW 57th Avenue, Suite 402
Miami, FL 33126
Main: 305-264-2557
Direct: 305-265-5444
Fax: 305-264-5507
Email: hhiggins@eacconsult.com

RE: Bahia Shores Road, No Name Key, Florida.

Subject: Price Proposal for Topographic Survey.

Dear Mr. Higgins;

In accordance with your request, F.R. Aleman & Associates, Inc., (FRA) is pleased to submit our proposal to provide Survey services to **EAC Consulting, Inc.**

DESCRIPTION OF SERVICES

FRA will provide two (2) technicians, equipment and special tools to Survey the as per the following scope:

- Topographic and Right of Way Survey for Bahia Shores Road as per the pdf file provided. The Topographic Survey will extend $\pm 300'$ north from the intersection with State Road 4A.
- The topographic survey will include the all above ground features include trees, valves, edge of pavement, edge of ground, signs, etc.
- The topographic survey will also show the invert and overt of the existing culvert and its extent from edge to edge
- Right of way lines as well as the center line will also be shown. A baseline of survey will be shown and control points will be tie to the baseline of survey.
- As a minimum, two temporary benchmarks will be shown on the project.
- Improvements, such as roadway, pavement markings, etc., will also be depicted.
- Roadway cross-section elevations will be shown at 50 feet intervals and will extend all the way including edge of pavement.


- Sounding elevations within the canal, adjacent to the culvert and extending up to 50 feet into the water. The Topographic Survey will show the elevations at the bottom of the canal and also if the ground either slopes away or falls off from the edge)
- FRA will Provide AutoCAD (CIVIL3D) and ASCII files.
- Topographic Survey will be relative to Florida State Plane Coordinate System, North American Datum 1983 (**NAD83**)
- Elevations will be relative to North American Vertical Datum 1988 (**NAVD88**)

**F.R. ALEMAN & ASSOCIATES, INC.
SURVEYING- PRICE PROPOSAL**

Field Activities			Rate	
Survey Crew (3 Men)	6	DAYS	\$1,318.42	\$7,910.52
CADD Technician	45	HOURS	\$89.16	\$4,012.20
Survey & Mapping Computer Technician	6	HOURS	\$100.30	\$601.80
Professional Surveyor and Mapper	6	HOURS	\$165.36	\$992.16
TOTAL				\$13,516.68

F.R. Aleman & Associates, Inc. appreciates the opportunity to submit this proposal and looks forward to our association on this project.

We are prepared to commence work immediately upon your notification and finalization of this Agreement. Please do not hesitate to contact me if you have any questions.



Frank Paruas, PSM
Project Surveyor
F.R. Aleman & Associates, Inc.
A Certified DBE/MBE Firm with the State of Florida
10305 NW. 41st Street,
Miami, Florida 33194
Phone: (305)-591-8777
frank.paruas@fr-aleman.com

**ACCEPTED AND AGREED:
Client: EAC Consulting, Inc.**

By:

Title:

August 15, 2017

EAC CONSULTING, INC
815 NW 57th Ave
Miami, Florida 33126

To: Mr. Huntley Higgins, P.E., PMP
Municipalities Manager

Re: Proposal for Geotechnical Engineering Services
Culvert Replacement
No Name Key, Florida
PSI Proposal No.: 0397-219635

Dear Mr. Higgins:

Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to perform geotechnical engineering services in connection with the above-referenced project. Included herein is our understanding of the proposed improvements along with a scope of services, fee estimate and anticipated schedule to complete the requested scope of services.

PROJECT INFORMATION

It is our understanding that the project will consist of the replacement of an existing culvert structure located along Bahia Shores Road near the intersection with the Stare Road 4a roadway alignment in No Name Key, Florida.

Should any of the noted details be inconsistent, PSI requests that you contact us immediately to allow us to make any necessary modifications to this proposal.

SCOPE OF SERVICES

- Field Testing:

As requested, PSI will drill and sample two (2) Standard Penetration Test (SPT) borings to a depth of approximately 20 feet below existing site grade. The borings will be drilled approximately 20 feet apart from each other, presumably on each side of the road.

The SPT borings will be performed with a truck-mounted machinery using mud rotary drilling procedures. Samples of the in-place materials will be recovered with a standard split barrel driven with a 140-pound hammer falling 30 inches (the Standard Penetration Test in accordance with ASTM D1586). After completion of drilling, the core holes and boreholes will be backfilled with the excavated soil and/or rock, the asphaltic surface patched where necessary and the site generally cleaned.

Underground utility clearance will be required prior to commencing the drilling of the borings. Therefore, PSI will contact "Sunshine One-Call" Service to obtain underground public utility clearance. We assume that any private underground utilities existing in the exploratory area will be identified to us by others.

- Laboratory Testing:

A geotechnical engineer will review the soil samples and representative samples will be tested for physical properties such as gradation, moisture content and organic content, if deemed necessary. As requested, pH, resistivity, chloride content and sulfate content tests will also be conducted on representative samples.

ENGINEERING/REPORTING

The results of the field exploration and laboratory test results will be the basis for our geotechnical engineering recommendations for foundation design/related construction. The results of our work will be transmitted in an electronic report which will specifically contain information listed below:

1. A plan of the site showing the location of the SPT borings.
2. Logs of the exploratory borings will be provided, which furnish the results of the SPT sampling.
3. Identification of foundation systems which lend themselves to the site conditions and proposed construction.
4. Recommendations for pipe bedding materials.
5. If required, recommendations for shallow foundation systems including allowable soil bearing capacity.
6. Estimation of foundation settlements.
7. Requirements for site preparation.
8. An anticipation of groundwater levels and methods for handling groundwater during construction.
9. Recommendations for design and construction of pavements (both asphalt and concrete sections).

SCHEULDE AND FEES

Our study can begin one (1) day after we receive authorization to proceed. We will start drilling after underground utilities have been located and identified, which typically requires two (2) to four (4) business days. The field work will require one (1) day to complete. The written report of the subsurface exploration and engineering evaluation will be available within one (1) week following the field demobilization. We estimate that our study will be completed within two (2) weeks from your notice to proceed.

Based on our general knowledge of the subsurface conditions near the proposed project site and our understanding of your requirements, we propose to complete the subsurface exploration and geotechnical engineering evaluation described in this proposal for a lump sum fee of **\$3,000.00**.

The geotechnical work proposed herein will be carried out in accordance with our **General Conditions** attached hereto.

CLOSURE

PSI appreciates your consideration of our firm for this project. To formally authorize us, kindly indicate so by providing us with a signed agreement of our proposal. We look forward to working with you on this project. If you have any questions or if you require additional information, please do not hesitate to contact us.

Respectfully Submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.
Certificate of Authorization No: 3684



Morgan Dickinson, P.E.
Regional Engineer/Principal Consultant



Daniel Gonzalez, E.I.
Staff Engineer

Attachment: General Conditions

AUTHORIZED BY:		INVOICE TO:	
Signature		Firm	
Name		Address	
Title			
Date		Attention	

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Huntley Higgins

From: Sandy Walters <sandy@swcinc.net>
Sent: Monday, August 14, 2017 6:28 PM
To: Huntley Higgins
Subject: Pricing for No Name culvert

Importance: High

Sorry for the delay getting this to you. Always crazy when coming back from a week out of the office!

Wetland report for No Name Culvert Replacement, \$3,000.00

This includes for

- permit application—mapping wetlands with surveyor, making figures from survey lines, preparing report conveying wetland constraints
- construction drawings—writing construction notes

As needed task—Mangrove Trimming Application for No Name Culvert Replacement, \$5,000.00

Includes working with engineer to define specific area of trim, preparation of application and figures, processing of application with DEP, acquiring permit

Sandy Walters, President

SWC

305-294-1238 Main office (TRY THIS NUMBER FIRST)

305-924-0195 Cell

sandy@swcinc.net

We're there for you!



KEY WEST • HOLLYWOOD
MIAMI • FORT MYERS

WBE|SBE|DBE|CBE|WOSB
www.swcinc.net

Engineers • Planners • Scientists

ATTACHMENT 4

CHANGES TO PROJECT PERSONNEL

In accordance with Article II (Section - 2.3 – Notice Requirement), please note that the Project Manager for this contract will be changed from Sharmin Siddique, P.E. to Huntley Higgins, P.E., PMP

In accordance with Article VI (Section - 6.1 - Personnel), please note that EAC is proposing to make the following changes and additions to the list of personnel identified in our contract to better serve the County:

Name	Function
Huntley Higgins, P.E.	Project Manager
Shari Ramirez, P.E.	Senior Project Engineer
Heidi Amigot, E.I.	Senior Engineering Technician
Raymond Goenaga, E.I.	Senior Engineering Technician
Salvador Gonzalez, E.I.	Senior Engineering Technician
Daniel Giraldo	Engineering Technician