

RESOLUTION NO. 40-07-06

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH LBFH, INC., FOR ENGINEERING SERVICES FOR PHASE IIG OF THE TOWN'S COMMUNITY DEVELOPMENT BLOCK GRANT IMPROVEMENT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town requires the services of an engineering firm to provide engineering and inspection services associated with Phase IIG of the Community Development Block Grant (CDBG) and,

WHEREAS, the Town Commission has determined that LBFH, Inc., is the most appropriate firm to provide engineering and inspection services for Phase IIG of the Town's CDBG program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

SECTION 1. The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusion of law of the Town Commission.

SECTION 2. That Mayor is hereby authorized and directed to execute the Agreement with the Engineer.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Osterman who moved its adoption. The motion was seconded by Vice-Mayor Daly, and upon being put to a roll call vote, the vote was as follows:

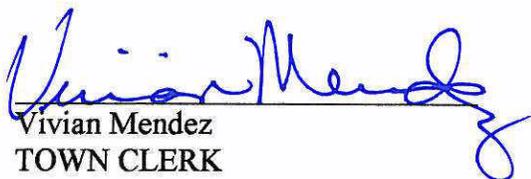
	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	_____
VICE-MAYOR ED DALY	<u>X</u>	_____
COMMISSIONER CHUCK BALIUS	<u>X</u>	_____
COMMISSIONER JEFF CAREY	<u>Absent</u>	_____
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	_____

The Town Commission thereupon declared the foregoing Resolution NO. 40-07-06 duly passed and adopted this 19th day of July, 2006.

TOWN OF LAKE PARK, FLORIDA

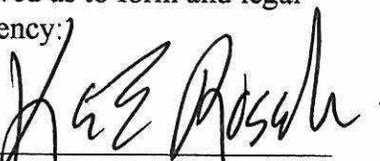
BY: 
PAUL W. CASTRO
MAYOR

ATTEST:


Vivian Mendez
TOWN CLERK



Approved as to form and legal
sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

**ADDENDUM TO CONSULTING CONTRACT
BETWEEN THE TOWN OF LAKE PARK, FL
AND
LBHF, INC**

THIS CONTRACT ADDENDUM, made this ____day of July, 2006 by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as "the TOWN", and LBHF, INC., 2090 Palm Beach Lakes Blvd., Suite 600, West Palm Beach, FL 33409, a Florida corporation, hereinafter designated as "the CONSULTANT".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into Contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced Engineer; and

WHEREAS, the TOWN solicited and received proposals for professional engineering services; and

WHEREAS, the CONSULTANT has responded to the TOWN'S solicitation and the CONSULTANT is qualified and willing to provide said services; and

WHEREAS, the TOWN has found the CONSULTANT'S response to be acceptable and wishes to enter into a Contract; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this Contract;

NOW THEREFORE, the TOWN and the CONSULTANT agree to the terms and conditions of this Contract Addendum which shall supplement the Contract between the parties:

1. INDEMNIFICATION AND INSURANCE

1.1 For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONSULTANT shall defend, indemnify, save, and hold the TOWN, including the Town Commission, and the Town's agents, elected and appointed officials, representatives, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the CONSULTANT, its subcontractors, agents, assigns, invitees, or employees in connection with this Contract. The CONSULTANT further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Contract. The CONSULTANT's obligation to indemnify, defend, and pay for the defense, or at the TOWN's option, to participate and associate with the TOWN in the defense and trial of any claim and related settlement negotiations, shall be triggered by the TOWN's

notice of claim for indemnification to CONSULTANT. CONSULTANT's inability to evaluate liability or its evaluation of liability, shall not excuse the CONSULTANT's duty to defend and indemnify within 7 days after such notice is given by the TOWN by registered mail. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the TOWN solely negligent, shall excuse performance of this provision by CONSULTANT. CONSULTANT shall pay all costs and fees related to this obligation and its enforcement by the TOWN. The TOWN's failure to notify the CONSULTANT of a claim shall not release the CONSULTANT of the above duty to defend and indemnify.

1.2 The CONSULTANT shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the Contract, which must include the following coverages and minimum limits of liability:

- a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONSULTANT for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and all subcontractors.
- b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent Contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a Contractual Liability Endorsement.
- c. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
- d. PROFESSIONAL LIABILITY (malpractice and professional negligence) coverage with minimum limits of \$1,000,000.00 for all agents and employees of CONSULTANT.

1.3 The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONSULTANT. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that any subcontractors are adequately insured or covered under their policies.

1.4 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONSULTANT to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

1.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum

qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

1.6 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

1.7 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

1.8 Violation of the terms of this Paragraph 1 and its sub-parts shall constitute a material breach of the Contract by the CONSULTANT and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate.

2. STANDARDS OF COMPLIANCE

2.1 The CONSULTANT, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this Contract. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.

2.2 The CONSULTANT, by its execution of this Contract, acknowledges and attests that, neither he nor any of his suppliers, sub-consultants or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The CONSULTANT further understands and acknowledges by its execution of this Contract, that this Contract shall be null and void, and/or that this Contract is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

2.3 The CONSULTANT shall not be exempted from paying Florida Sales and Use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its Contractual obligations with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Contract.

2.4 Pursuant to Section 287.055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract. Further the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the

awarding or making of this Contract. For breach of this provision, the TOWN may terminate this Contract without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

3. RELATIONSHIP BETWEEN THE PARTIES

- 3.1 The CONSULTANT is an independent CONSULTANT and is not an employee or agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent CONSULTANT, between the TOWN and the CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The CONSULTANT is free to provide similar services for others.
- 3.2 The CONSULTANT shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
- 3.3 The CONSULTANT shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any Contract, debt, obligation, judgment, lien, or any form of indebtedness.

4. RECORDS RETENTION/OWNERSHIP/AUDIT

- 4.1 The CONSULTANT understands that all documents produced by CONSULTANT pursuant to this Contract are public records and CONSULTANT must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT's failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all records maintained by CONSULTANT which are associated with this Contract at the location where they are kept upon reasonable notice.
- 4.2 The TOWN has not performed a pre-audit of the CONSULTANT'S financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the CONSULTANT shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this Contract. This audit may be performed by the TOWN or a designated agency.
- 4.3 All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONSULTANT in connection with this Contract, may be utilized by the TOWN in its normal course of business.

TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the CONSULTANT responsible if documents are used for other purposes than intended. All rights in data, drawings, specifications, designs, models, photographs, computer CADD discs, surveys, reports and other data developed or provided in connection with this Contract, shall be the property of the TOWN, and the TOWN shall have the full right to use such data for any official purpose permitted by law, including making it available to the public. Such use shall be without additional payment to or approval by the CONSULTANT. The TOWN shall have unrestricted authority to publish, disclose, distribute, and other wise use, in whole or in part, any data developer or prepared pursuant to this Contract.

5. CONFLICTS

The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the TOWN, recognizes and acknowledges that the CONSULTANT may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the CONSULTANT may perform services for clients who are or may have matters before the Town Commission, provided CONSULTANT discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Commission for its consideration and, provided further, that the Town Commission waives the actual or potential conflict of interest created by the CONSULTANT'S representation.

6. TERMINATION FOR CONVENIENCE OF OWNER

6.1 Upon seven (7) calendar days written notice, delivered by certified mail, return receipt requested to the CONSULTANT, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. Where the Contract is terminated for the convenience of the TOWN, the notice of termination must state that the Contract is being terminated for the convenience of the TOWN under the termination clause and the extent of the termination. Upon receipt of the notice of termination, the CONSULTANT shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, shall terminate all purchase orders and outstanding subcontractors to the extent that they relate to the terminate portion of the Contract.

7. TIME EXTENSIONS.

As a condition precedent to an extension of Contract Time the CONSULTANT must submit to the TOWN: A preliminary request for an extension of Contract Time in writing to the TOWN within seven (7) calendar days after the commencement of a delay to any work activity that will delay the overall completion of the project. If the CONSULTANT fails to submit this required preliminary request for an extension of Contract Time, the

CONSULTANT fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay.

8. NON-EXCLUSIVITY

The Award of this Contract shall not impose any obligation on the TOWN to utilize the CONSULTANT, for all work of this type, which may develop during the Contract period. The TOWN specifically reserves the right to concurrently Contract with other companies for similar work if it deems such action to be in the TOWN'S best interest.

9. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONSULTANT of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

10. GENERAL PROVISIONS

10.1 Notwithstanding any provisions of this Contract to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

10.2 The CONSULTANT warrants to the TOWN that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under the Contract. The CONSULTANT warrants to the TOWN that the consummation of the work provided for in the Contract Documents will not result in the breach of any term of provision of, or constitute a default under any indenture, mortgage, Contract, or agreement to which the CONSULTANT is a party. The CONSULTANT warrants that there has been no violation of copyrights or patent rights, either in the United States of America or in foreign countries in connection with the work of the Contract.

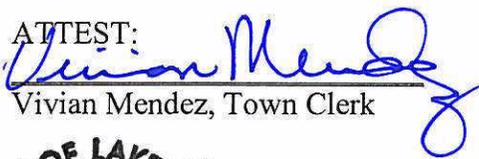
10.3 The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in Palm Beach County in the Nineteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

10.4 In the event any provisions of this Addendum shall conflict, or appear to conflict, with the terms of the Contract, including all exhibits, attachments and all documents specifically incorporated by reference, this Addendum shall prevail over any such conflict to the extent of any inconsistency.

- 10.5 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Contract specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 10.6 This Contract may be amended, extended, or renewed only with the written approval of the parties.
- 10.7 This Addendum together with the Contract states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Contract. The CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a Contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This Contract shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

ATTEST:


 Vivian Mendez, Town Clerk



TOWN OF LAKE PARK

By: 
 Paul Castro, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
 Thomas J. Baird, Town Attorney

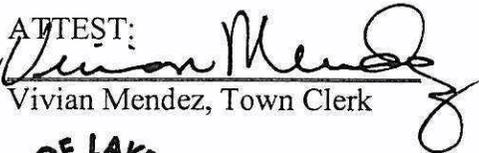
CONSULTANT:

LBFH, INC.

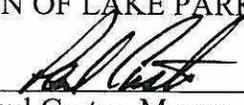
BY: _____

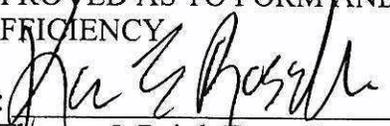
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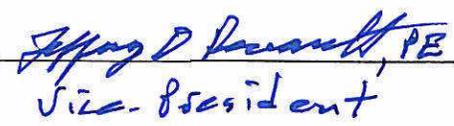
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TOWN OF LAKE PARK
 By: 
 Paul Castro, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
 By: 
 Thomas J. Baird, Town Attorney

CONSULTANT:
 LBFH, INC.
 BY: 
 Vice-President



CONSULTING CIVIL ENGINEERS,
SURVEYORS & MAPPERS

June 23, 2006

Mr. Paul Carlisle
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Re: Proposal for Engineering Services, Drainage Improvements in the
NTA – Phase IIG, Town of Lake Park

Dear Mr. Carlisle:

LBFH, Inc. is pleased to provide the Town of Lake Park with this proposal
for engineering services related to the above referenced project.

This project includes the construction of drainage improvements along
Bayberry Drive from approximately 175' west of Seventh Court to 340'
west of Eighth Street. The project is being funded by a CDBG FY 2003-
2004 grant (\$100,000) provided to the Town through the Palm Beach
County Division of Housing and Community Development and also by a
Town contribution.

Attached you will find Exhibit A, our Scope of Services, Exhibit B, our
Terms and General Conditions to Agreement and also Exhibit C, which is
our Time and Expense Rates. The fee schedule is based on an estimated
contract amount of \$110,000 and a construction time of 120 calendar days
to final completion.

If this proposal is agreeable to you, please execute and date both copies and
return a copy to us as our authorization to proceed.

Should you have any questions or wish to discuss this further, please
contact me.

Very truly yours,

Approved: Town of Lake Park

LBFH, Inc.

Jeffrey D. Renault, P. E.
Vice President

~~Mr. Paul Carlisle~~

Intern Town Manager

Date:

7/20/06

Enclosures

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CIVIL

AGRICULTURAL

WATER RESOURCES

WATER & WASTEWATER

TRANSPORTATION

SURVEYING & MAPPING

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2090 Palm Beach Lakes Blvd.

Suite 600

West Palm Beach, FL 33409

(561) 684-3375

Fax: (561) 689-8531

www.lbfh.com

Exhibit A
Scope of Services and Fees

1. Preparation of Bid Documents, Bidding and Contract Award

Engineer will utilize the design previously completed for the Drainage Improvements to the NTA – Phase II and modifying these documents (construction drawings, contract documents and technical specifications) to show the improvements to be constructed under the Phase IIG project. Also included is utility coordination, assisting the Town in advertising the project for bids, answering any questions contractors may have prior to the bid opening, assisting the Town with the bid opening, evaluating the bids received and submitting a recommendation of award to the Town for consideration by the Town Commission.

Lump Sum Fee - \$3,125.00

2. Engineering Services During Construction

LBFH, Inc. will provide the following services during construction:

- Assist the Town in assembling and awarding contracts.
- Exercise general review of construction to determine in general if the work is proceeding in accordance with the Contract Documents.
- Make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
- Review and approve shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of the test and inspections and other data which the Contractor is required to submit.
- Consult and advise with the Town; act as the Town's representative; issue all instructions of the Town to the Contractor; and act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder.
- Prepare and submit final contract Change Order, if required.
- Review and recommend for approval by Town all partial and final estimates for payment to the Contractor; and, following an inspection with the Town's representatives and representative of governmental agencies having jurisdiction recommend as to final acceptance of the construction work.

- Furnishing the Town an electronic file and a set of record prints of drawings, showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Contractor's surveyor.

Lump Sum Fee - \$4,630.00

3. Project Observation Services

During construction (120 calendar days), LBFH, Inc. will furnish the services of a project observer on a limited basis (4 hours/week) to observe the project construction at these times. The observation of construction will include field observation, field inspection of materials and work, preparation of daily progress reports, and the review and verification of all partial and final estimates for payments to the contractor.

Fee to be on an hourly rate (\$70 per hour) not to exceed \$4,200.00 unless authorized by the Owner.

4. Special Provisions

The above described Scope of Work shall be subject to the following Special Provisions:

1. Laboratory testing fees are not included in this proposal.
2. This proposal is based on a contract completion time of 120 calendar days through final completion. In the event that the contractor does not complete the construction within the contract completion time, the fee schedule for Items 2 and 3 above may have to be adjusted. It is anticipated that adjusted fees, if any, will be paid for from liquidated damages assessed against the contractor as a result of the work not being completed within the specified contract time.
3. The Engineer will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 H.S.C. 170 lu (Section 3).
4. Cost of reproduction of the bid documents is not included.



Exhibit B Terms and General Conditions to Agreement

SERVICES AND FEES: The attached Exhibit A, Scope of Services and Fees, ("SERVICES"), describes specific work to be performed by LBFH and fees to be paid LBFH by CLIENT.

PERFORMANCE: LBFH shall perform the work in an expeditious and diligent manner. The standard of care for all professional engineering and related services performed or furnished by LBFH under this Agreement will be the care and skill ordinarily used by members of LBFH'S profession practicing under similar conditions at the same time and in the same locality. The parties to this Agreement agree that LBFH has no control over certain aspects of the work, including but not limited to, the timely submittal of data or information to be furnished by others for LBFH's use, the review and approval process of governmental, jurisdictional, or utility agencies and entities. LBFH asserts no guarantees regarding permit application processing times and issuance of a permit, and incurs no liability for same. LBFH's opinions of probable PROJECT costs are made on the basis of LBFH's judgment and experience for the given time and economic conditions. LBFH does not guarantee that proposals, bids or actual PROJECT cost will not vary from LBFH's opinions of probable cost.

COMPENSATION

FEES: Lump Sum fees are fixed amounts to be paid for the services indicated. Time & Expense fees shall be based on the attached Exhibit C, Time & Expense Rates. All Time & Expense fees quoted in advance of the work being performed are ONLY ESTIMATES.

RETAINER: Upon acceptance of this Agreement by CLIENT, but prior to initiation of work by LBFH, CLIENT shall deposit with LBFH a retainer in the amount of \$ 0 . Upon completion of work by LBFH, the amount of deposit shall be credited to CLIENT and calculated in the final sum due LBFH. In the case of payment default in excess of 60 days, the retainer shall be applied towards the outstanding invoices, work stopped and not continue until the account is current and additional retainer deposit is received.

INVOICES: Invoices shall be sent to CLIENT by LBFH covering periods of not less than a month. Invoices shall be prepared in LBFH's style and format. If CLIENT requests a different style or format that requires additional preparation time by LBFH, then CLIENT shall compensate LBFH for that additional effort at the prevailing rate for personnel performing the work. **Lump Sum fees** owed LBFH for an invoice period shall be calculated by LBFH based upon LBFH's

percentage estimate of the amount of work accomplished for the period. **Time & Expense fees** owed LBFH for an invoice period shall be based on the amount of time expended by LBFH in performing the services, calculated portal-to-portal, multiplied by the prevailing rate for the personnel performing the work. A minimum of one hour of time will be charged for attendance at any public hearing, commission or board meeting, or at any legal or administrative proceeding. CLIENT will reimburse LBFH for all direct non-salary expense, including but not limited to those items shown on Exhibit C, Time and Expense Rates.

INVOICE REVIEW: Within 21 days of receipt of LBFH's invoice, CLIENT shall examine invoice in detail as to accuracy/completeness and shall raise any question/objection in writing regarding invoice within these 21 days. ~~After 21 days from receipt of LBFH's invoice, CLIENT waives any question/objection to the invoice not earlier raised.~~

PAYMENT OF FEES: All fees are due and payable upon receipt of an invoice. Payment shall be in United States currency. ~~If CLIENT fails to make any payment due LBFH within 30 days from the date of LBFH's invoice, the amounts due LBFH shall include a charge at the rate of 1.5% per month (18% per annum), or as otherwise provided by law.~~ LBFH reserves the sole right to suspend all services to CLIENT if any invoice remains unpaid 60 days after date of invoice. If services are suspended, they may not resume until all unpaid invoices are paid in full.

ADDITIONAL SERVICES: Services authorized by the CLIENT, other than those specifically set forth in the "Scope of Services", shall be considered additional services for which CLIENT shall compensate LBFH on a "Time & Expense" basis or as otherwise agreed by the parties. Additional services include revisions to work previously performed that are required because of a change in the data, criteria, or information furnished to LBFH, a change in the Scope or concept of the project initiated by the CLIENT, and/or services that are required by changes in the requirements of public agencies, after work under this Agreement has commenced. . A "Change of Scope Memorandum" will be executed by CLIENT before such work is started.

RATE AND FEE ADJUSTMENT: The attached schedule of hourly billing rates is subject to change at the end of each calendar year, and shall be reflected in this Agreement. Lump sum fees are also subject to change at the end of each calendar year based upon the Consumer Price Index for All Urban Consumers (CPI-U).



GENERAL CONDITIONS

DATA PROVIDED BY OTHERS: CLIENT is responsible for supplying LBFH with information and data required for LBFH's use in accomplishing the work. LBFH shall not be responsible or liable for any inaccurate or incomplete information provided by others, or for its good faith use of inaccurate or incomplete information provided by others.

~~**OWNERSHIP OF DOCUMENTS:** All documents, including drawings, specifications, field notes, and electronically generated information and data prepared by LBFH pursuant to the terms of this Agreement, are the property of LBFH. Copies of LBFH's non-proprietary documents will be made available to CLIENT at the "Time & Expense" cost for reproducing said documents. These documents are not intended or represented to be suitable for reuse for extensions of this or any other project, and CLIENT or others are prohibited from making or incorporating any adjustments, changes or amendments to them without specific written approval from LBFH.~~

ENFORCEMENT: In any action to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees. For the purpose of this Agreement "action" shall be interpreted to include negotiations and investigation prior to the institution of proceedings at the trial level as well as costs and fees incurred through any appeals. ~~In the event CLIENT has or asserts some claim or demand against LBFH based upon this Agreement or any services delivered under this Agreement, including any extensions or modifications thereof, CLIENT, as well as all persons or firms claiming through, under, or against CLIENT, must initiate suit against the LBFH within one year from the date upon which the services were delivered or claim shall be forever barred. LBFH's liability is limited to the fees paid by CLIENT under the terms and conditions of this Agreement. LBFH agrees to waive this limitation upon receiving CLIENT'S written request and additional payment of four percent of LBFH's fee, or five hundred dollars (\$500.00), whichever is greater, within 5 days of the date of this Agreement. Venue for any disputes shall be in Martin County Florida, unless otherwise required by Florida law.~~

AGREEMENT MODIFICATION: This Agreement may be modified by the parties at any time, but no such modification shall be effective unless reduced to writing and signed by both parties.

PRIVITY OF AGREEMENT: This Agreement is not to be construed to provide any obligation

from the LBFH to any third parties, including, but not limited to, any contractors (general or sub), banks, lending institutions or to any successors in title to the CLIENT. The rights under this Agreement only inure to the parties hereto.

ASSIGNABILITY: This Agreement is expressly understood to be nontransferable and non-assignable by either party without the express written consent of the other party.

ACCEPTANCE: The fees, terms and conditions offered in this Agreement shall be valid and open for acceptance by CLIENT for a period of sixty (60) days after the date the Agreement is signed by LBFH.

EFFECTIVE DATE: This Agreement shall become effective on the date that it is signed by CLIENT and returned to LBFH with the required retainer.

TERMINATION: This Agreement may be terminated by either party upon giving 7 days written notice, and CLIENT shall be responsible only for those fees and expenses incurred through the date of receipt of said notice. Notice shall be delivered to above stated addresses.

SEVERABILITY: In the event a court of competent jurisdiction determines that any term or provision of this contract is unenforceable for any reason, the balance of the terms and conditions shall nonetheless remain in full force and effect and such unenforceable provisions shall be deemed to have been excised and deleted from this Agreement as though it had never been a part hereof.

SPECIAL PROVISIONS: Special provisions shall be as set forth in Exhibit A. Where special provisions conflict with the terms and conditions, the special conditions shall prevail.

To Be Completed by CLIENT:

The record title owner of the real property which is the subject of this Agreement is:
N/A

A copy of the deed vesting title in client being attached hereto.

If the owner of the property is not the CLIENT, the CLIENT'S interest in the property is:
N/A

A copy of the document, showing clients interest in the property being attached hereto.



EXHIBIT C
TIME AND EXPENSE RATES

The rates and charges shown below are used to calculate invoice amounts for services rendered on a Time and Expense basis.

A. Personnel Hourly Billing Rates:

Project Director.....	\$170.00
Sr. Client Service Manager.....	\$140.00
Client Service Manager.....	\$130.00
Sr. Project Engineer.....	\$120.00
Project Engineer V.....	\$ 115.00
Project Engineer IV.....	\$ 105.00
Project Engineer III.....	\$ 95.00
Project Engineer II.....	\$ 80.00
Project Engineer I.....	\$ 75.00
Sr. Designer.....	\$ 95.00
Designer.....	\$ 85.00
Survey and Mapping Director.....	\$120.00
Survey Client Service Manager.....	\$ 100.00
Sr. Professional Surveyor & Mapper.....	\$ 95.00
Professional Surveyor & Mapper.....	\$ 90.00
GIS Client Service Manager.....	\$ 95.00
GIS Specialist II.....	\$ 80.00
GIS Specialist I.....	\$ 70.00
Engineering & Survey Technician II.....	\$ 80.00
Engineering & Survey Technician I.....	\$ 70.00
Sr. Field Representative.....	\$ 90.00
Field Representative II.....	\$ 75.00
Field Representative I.....	\$ 60.00
Survey Crew.....	\$120.00
GPS Equipment.....	\$ 40.00
Administrative Support.....	\$ 40.00

B. Outside contractual services secured by ENGINEER on CLIENT'S behalf, travel costs by commercial carrier, direct non-salary expenses including, but not limited to, meals, lodging, special mailing or delivery services, legal advertisements and notices, title search service and special survey materials shall be reimbursed at 110 percent of ENGINEER'S cost.

C. A 1.5-percent charge will be added to all invoices to cover ENGINEER'S expense items such as occasional photocopies, telephone charges, fax, local travel, and regular postage.

D. Contract printing and blueprinting shall be charged at 110 percent of ENGINEER'S cost. Internally-produced blueprints shall be charged at \$ 0.25 per square foot or fraction thereof, and photocopies shall be charged at \$ 0.15 per sheet.