

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org



D. Albrey Arrington, Ph.D., Executive Director

Loxahatchee River Environmental Control District Professional Services by Professional Engineers,
Architects, Landscape Architects, and Planning Firms

Request For Qualifications # 20-001-PROFSERVICES

ADDENDUM NO. 1

April 22, 2020

The following changes/additions/clarifications have been made to the referenced Request for Qualifications.

1. Due to COVID-19, the solicitation Request For Qualifications # 20-001-PROFSERVICES has been reissued as an Electronic Bid with the same title. To submit a response for this bid electronically, please navigate to the link below and follow the instructions:
<https://www.demandstar.com/beta/suppliers/bids/374907/details>
2. EXHIBIT A: System Map
3. EXHIBIT B: WWTF Process Flow
4. EXHIBIT C: Partial Plan Holder List
5. EXHIBIT D: Addendum Acknowledgement Receipt
6. EXHIBIT E: Request For Qualifications – Addendum 1
7. EXHIBIT F: Example Professional Services Continuing Contract
8. EXHIBIT G: Example Professional Services Contract
9. Please see the following questions and **answers**.
 - a. Can you please provide the name of firms that are the incumbents for this contract? **The District has existing contracts with Holtz Consulting Engineers, Inc. and Baxter and Woodman Consulting Engineers.**
 - b. Is geotechnical engineering required under this contract? **Yes**
 - c. Does the District prefer teams that can provide all the required services? **Yes**

- d. The RFQ lists 4 different areas of operation. Is it the intent of the District to have consultants submit on the area or areas that they specialize and to rank/contract with said consultants by area? **Yes, by Area and specific projects. See g. for more clarification.** Or will the contract be awarded to consultant teams covering all of the services?
- e. In the submittal requirements Tab 2 lists the complete SF330 forms and Tabs 5 and 6 request resumes and firm project experience. This is the bulk of what is already included in the SF330 form and is redundant. Would you consider omitting the SF330 section to avoid submitting the same information twice? **Yes, see EXHIBIT E: Request for Qualifications - Addendum 1**
- f. Who are the incumbents for this contract (s)? **See Item 1 above.**
- g. How many consultants will the District be awarding the work to? **The District will be qualifying firms for the specific projects included in Appendix A, under the requirements of F.S. 287.055 (3). Once this step is complete, the District will review firm qualifications based on each projects requirements, rank a minimum of three firms per project and begin Competitive Compensation Negotiation. When complete, the District may award up to 10 contracts with up to 10 separate firms.**
- h. Can consultants submit for select Areas of Operations, or must they submit for all categories? **Yes, consultants may submit for select Areas of Operations.**
- i. Can the District elaborate on what testing services and environmental studies will be anticipated on this Contract? **See EXHIBIT E: Request for Qualifications – Addendum 1, Attachment “A”, 3.a and 3.b. for specific environmental studies. Testing services required will be typical for utility construction projects specifically listed in the Attachment “A” or engaged in under the continuing services contracts.**
- j. Which Area of Operations will Landscape Architects be needed? **Area of Operation 4.**
- k. One page 25, the RFP states: “BLM House Demo and Construction” - Can the District verify what BLM House Demo and Construction means? **See EXHIBIT E: Request for Qualifications – Addendum 1 Appendix “A”, 4.b., Bureau of Land Management House Demo and Construction. This project will include demolition and renovation of residential dwellings at Jupiter Inlet Lighthouse to serve the purposes listed.**
- l. The recent and ongoing circumstances related to the COVID-19 outbreak has certainly impacted everyone’s ability to conduct business at a normal pace. Given the stay-at-home orders in place, with many people working from home, will the District waive the requirement to submit hard copies and allow an electronic submission of the responses for this RFQ? **Yes, see EXHIBIT E: Request for Qualifications - Addendum 1**
- m. As mandated, the State of Florida is under a stay at home order through the end of April. Considering the extenuating circumstances, Kimley-Horn respectfully requests that the Loxahatchee River Environmental Control District reconsider its submittal requirements and

instruct all proposers for RFQ #20-001-PROFSERVICES to submit one electronic version of the proposal via email to the District. With an electronic submittal, we would all be doing our part to maintain social distancing and keep our co-workers and communities safe. **Yes, see EXHIBIT E: Request for Qualifications - Addendum 1**

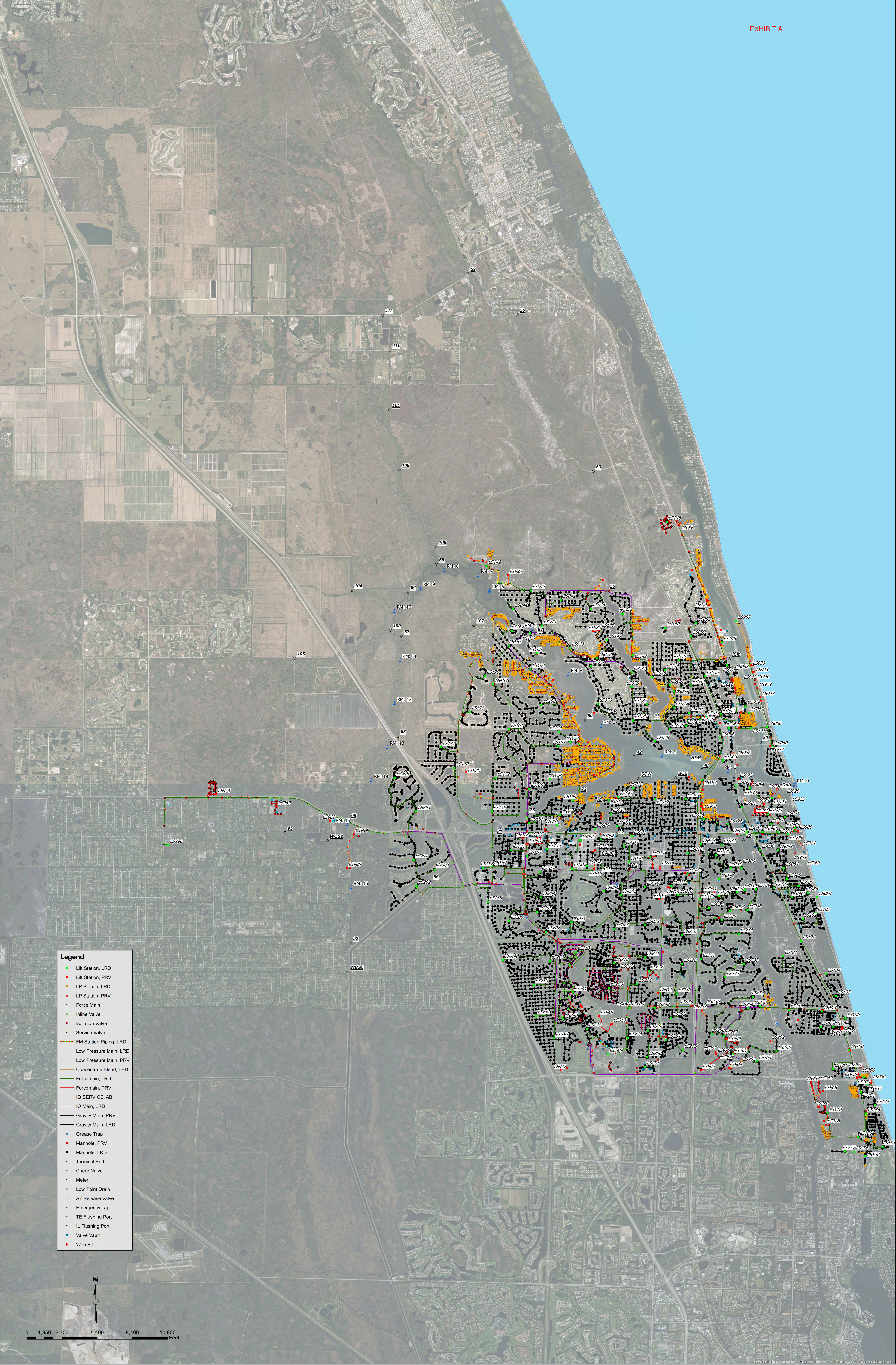
- n. Tab 2 – Standard Form 330 (RFQ pg 10), requires a fully completed SF330 Part I & II. Do we need to provide complete SF330s for our subconsultants as well? **Only one SF 330 shall be submitted. Part 1 and 2 should include all relevant information regarding the Proposed Team which should include subconsultants.**
- o. Does the District prefer one submittal per Area of Operation or just one submittal with all the pertaining Areas of Operation? **One submittal with all the pertaining Areas of Operation.**
- p. Can you please provide a copy of LRECD’s Sample Professional Agreement? **A DRAFT Professional Services Agreement is attached. This agreement will be the basis for specific project agreements and continuing services agreements.**
- q. Is the needed testing analytical or is it construction material testing? **Typically analytical.**
- r. Are firms required/expected to submit on all Areas of Operation 1 through 4? **No, only on the areas the firm is interested in providing engineering services.**
- s. Are there page limits for the following Tabs of the submittal: Tab 6- Firm Project Experience, Tab 7 – Safety, and Tab 8 – Quality and Value? **No, see EXHIBIT E: Request for Qualifications - Addendum 1**
- t. In light of the COVID-19, for RFQ #20-001-PROFSERVICES: Professional Services by Professional Engineers, Architects, Landscape Architects, and Planning Firms, will the District accept e-bids? **Yes, see EXHIBIT E: Request for Qualifications - Addendum 1**
- u. If the District does not plan on accepting e-bids, will the due date be extended in light of the current stay-at-home policy (Executive Order 20-91) being in effect until April 30th? **Yes, see EXHIBIT E: Request for Qualifications - Addendum 1**
- v. For Tab 2 – Standard Form 330 (SF330) – Part I & II, it states not to exceed 50 pages.
 - a. Does the District only want SF330 from the Prime and not our subconsultants?
 - b. If the District would like to see SF330 from our subconsultants, will the page limit be increased or lifted?

See EXHIBIT E: Request for Qualifications - Addendum 1

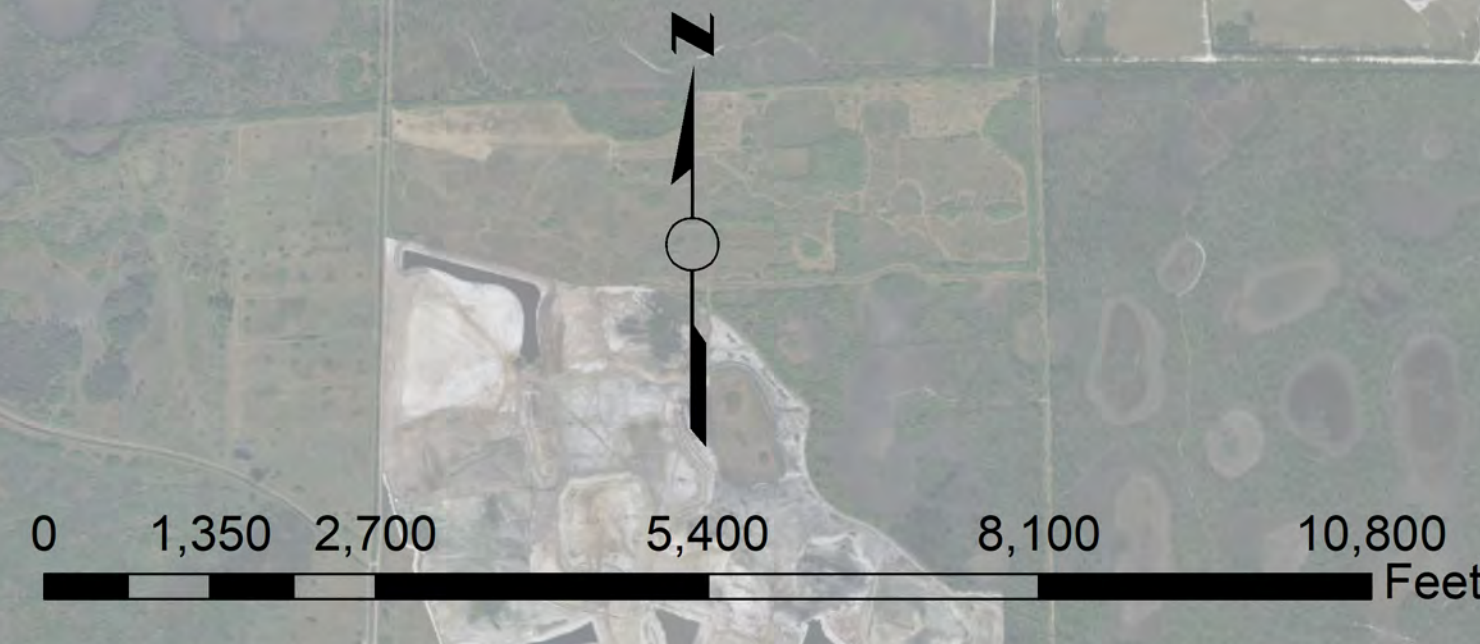
- w. Please clarify that we need to submit resumes in Tab 5? The SF 330 in Tab 2 includes resumes. This is just duplicating the same information in two Tabbed sections. **See EXHIBIT E: Request for Qualifications - Addendum 1**

- x. SF330 Part F is for relevant projects and includes contact information; do you still want projects included in Tab 5? This is just duplicating the same information in two Tabbed sections. **See EXHIBIT E: Request for Qualifications - Addendum 1**
- y. The level of involvement of proposed team members on the relevant projects can be included as part of SF 330 Part E resumes or as part of Part F at the end of the project description. Do you still want this included in Tab 5? **See EXHIBIT E: Request for Qualifications - Addendum 1**
- z. The requirements for Tab 6 would also be a duplicate of SF330 Part F. Do you still want this information or can we incorporate these requirements into SF330 Part F? **See EXHIBIT E: Request for Qualifications - Addendum 1**
- aa. Please clarify the architectural scope. Are you looking for a firm that has experience with continuing services contracts, planning, and assessments? **Area of Operation 3 and 4 as relates to occupied spaces and site planning**
- bb. Can you submit as a Prime for one area (1-4) and also be a subconsultant on another team?
Yes
- cc. Can you send me a list, if available, of vendors who you anticipate will be sending over their qualifications for this project. **Please see attached partial plan holders list, Exhibit C. Please note, this list is not complete. The RFQ is available for download from our website which does not require the downloading entity to submit information.**
- dd. Are we able to submit on 1, 2, 3 or 4 categories? **Yes**
- ee. Who do you currently have under contract for engineering services?
 - a. **Baxter and Woodman Consulting Engineers**
 - b. **Holtz Consulting Engineers**
- ff. The RFP instructions ask for various firm qualifications and, in addition, a full SF 330. If we are including subconsultants, do you require a full SF 330 from them as well, or just a Part II? **Only one SF 330 shall be submitted. Part 1 should include all relevant information regarding the Proposed Team which should include subconsultants.**
- gg. Please identify what comprises the Frederick Small and Central Blvd. Corridor and the Military Corridor from Indiantown South to Frederick Small flow generators and other flow generators contributing to the Loxahatchee River District WWTF. Are there maps or exhibits that can be provided? **See Exhibit A.**
- hh. Please provide exhibit/map of the Loxahatchee River District wastewater collection and transmission system, i.e., schematic atlas of manholes, gravity sewer lines, lift stations and force mains routing layout. **See Exhibit A.**
- ii. Please provide a map/exhibit of all operations within the WWTF site. **See Exhibit B.**

- jj. Please provide map of existing odor treatment units. **There is not a map. We currently have 4 odor control units. One at Headworks, One at Influent Flow Equalization, One at Sludge Holding Tanks and one at the Master Lift Station (850 Indiantown Road).**
- kk. Please provide survey of : 20 acre/9278 Indian Rd site, BLM House site and 2500 Jupiter Park site. **Generic property information can be obtained from the Palm Beach County Property Appraisers website for 9278 Indiantown Road and 2500 Jupiter Park Drive. The BLM house sites are located at Jupiter Inlet Lighthouse.**
- ll. It appears on DemandStar as if it is 2 separate RFQs. **The RFQ was re-advertised through DemandStar to allow for E-bid Responses. There is only one RFQ.**
- mm. The due date for this solicitation in GovWin and in the District's website is still the same, April 28, 2020. I'd appreciate if you could confirm whether this bid has been postponed indefinitely or if it's still due on April 28, 2020. **The RFQ is due on April 28, 2020.**
- nn. Tab 3 – Proof of Licenses /Certifications on page 10 requests: 4. State and provide address, phone number, contact, etc. Question 1: Do you want a page listing addresses/phone numbers/contact information for the prime AND subconsultants as well? **No, see EXHIBIT E: Request for Qualifications - Addendum 1**
- oo. Tab 3 – Proof of Licenses /Certifications on page 10 requests: 7. Signature page of the Request For Qualification Question 2: There is no Signature Page provided with RFQ #20-001-PROFESERVICES or on the Loxahatchee River Control District's website. Please provide a copy. **A signature page is not required. See EXHIBIT E: Request for Qualifications – Addendum 1.**
- pp. 8. Acknowledgement of Addenda - Please check the District Purchasing web site for any addenda that may be issued for this Request For Qualification:
<https://loxahatcheeriver.org/governance/purchasing-bids/> Question 3: Since Tab 3 Proof of Licenses/Certifications is limited to 25 pages and contains multiple forms, how do you want us to acknowledge receipt of addenda since there is no Addenda Acknowledgement Form? **Addendum Acknowledgment Forms are provided with the Addendum. See EXHIBIT D.**
- qq. One of the required items in “Tab 3 – Proof of Licenses /Certifications” is a “Signature Page of the Request For Qualification” (Item 7, pg 10). I wasn't able to find a Signature Page in the District's RFQ. Is this an actual form or should we include the information and signature of the authorized individual in our firm responsible for execution on behalf of the team? **No, see EXHIBIT E: Request for Qualifications - Addendum 1**
- rr. On pages 14 and 15 of the RFQ, please clarify that the continuing services for projects to be assigned are limited to \$325,000 construction cost and individual studies limited to \$35,000 as referenced in FS 287.017 Categories 5 and 2, respectively. **Confirmed**



- Legend**
- Lift Station, LRD
 - Lift Station, PRV
 - LP Station, LRD
 - LP Station, PRV
 - Force Main
 - Inline Valve
 - Service Valve
 - FM Station Piping, LRD
 - Low Pressure Main, LRD
 - Low Pressure Main, PRV
 - Concentrate Blend, LRD
 - Forcemain, LRD
 - Forcemain, PRV
 - IQ SERVICE, AB
 - IQ Main, LRD
 - Gravity Main, PRV
 - Gravity Main, LRD
 - Grease Trap
 - Manhole, PRV
 - Manhole, LRD
 - Terminal End
 - Check Valve
 - Meter
 - Low Point Drain
 - Air Release Valve
 - Emergency Tap
 - TE Flushing Port
 - IL Flushing Port
 - Valve Vault
 - Wire Pit

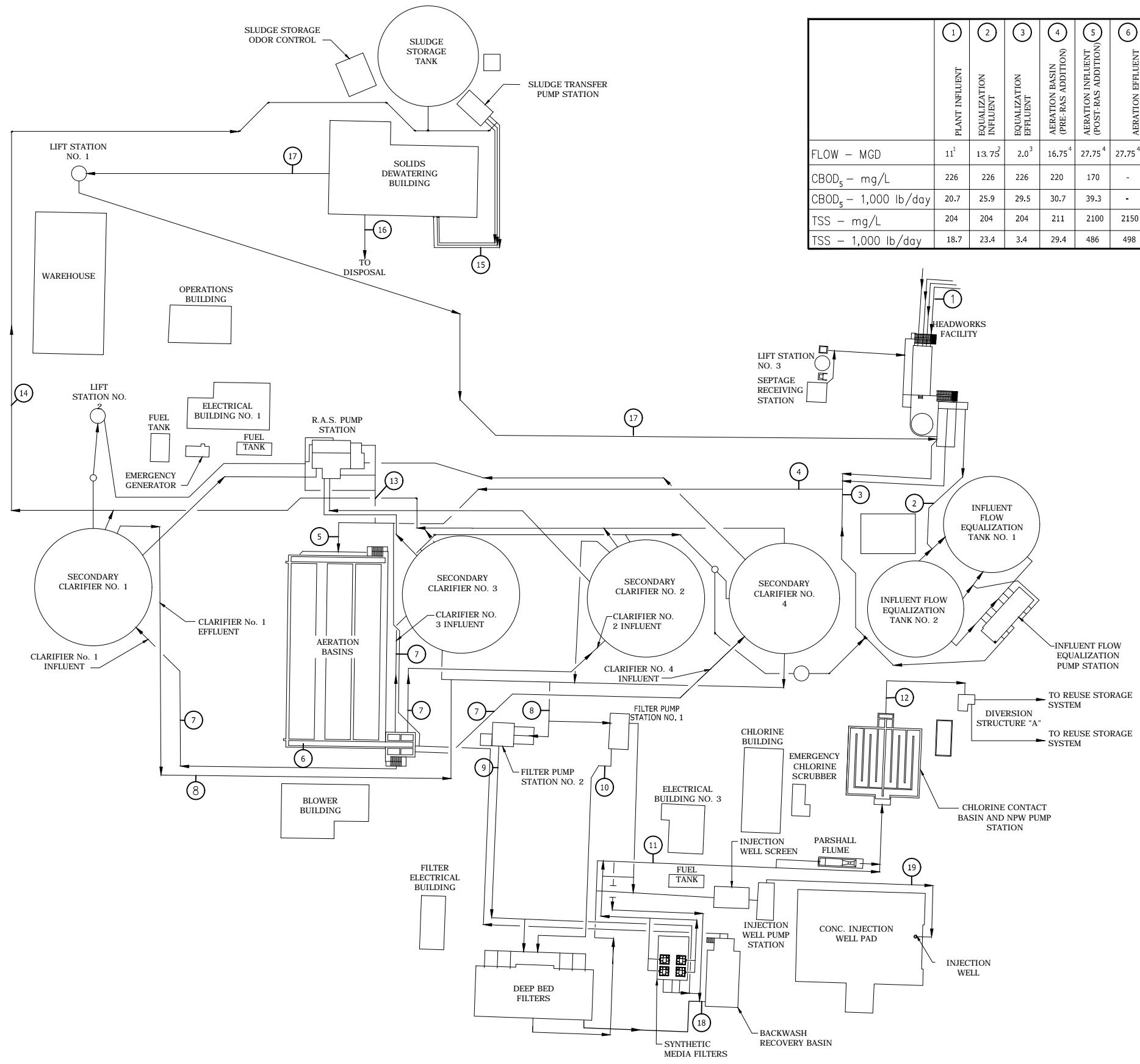


- | | | | | |
|-------------------------------|-------------------------------|---|--|--------------------------------|
| 1. Headworks Building | 9. Clarifier No. 3 | 17. Chlorine Contact Basin & NPW Pump Station | 23. Electric Building No. 2 | 29. Maintenance |
| 2. Septage Receiving Station | 10. Clarifier No. 4 | 17A. Parshall Flume | 24. Electric Building No. 3 | 30. (3) Fuel Tanks |
| 3. Influent Flow Equalization | 11. RAS Pump Station | 18. Backwash Recovery Basin | 25. Deep Injection Well Screening Structure and Pump Station | 31. Diversion Structure "A" |
| 4. Aeration Basins | 12. Filter Pump Station No. 1 | 19. Sludge Storage Tank | 26. Deep Injection Well | 32. Busch Wildlife Hospital |
| 5. Clarifier Distribution Box | 13. Filter Pump Station No. 2 | 20. Sludge Dewatering | 27. Operations Building | 33. Storage / Locker Room |
| 6. Blower Building | 14. Deep Bed Filters | 21. Electric Building No. 1 | 28. Warehouse | 34. Storage |
| 7. Clarifier No. 1 | 15. Synthetic Media Filters | 22. (2) Emergency Generators | | 35. Generator Storage |
| 8. Clarifier No. 2 | 16. Chlorine Building | | | 36. Filter Electrical Building |



Treatment Process Site Plan

Figure 2-1



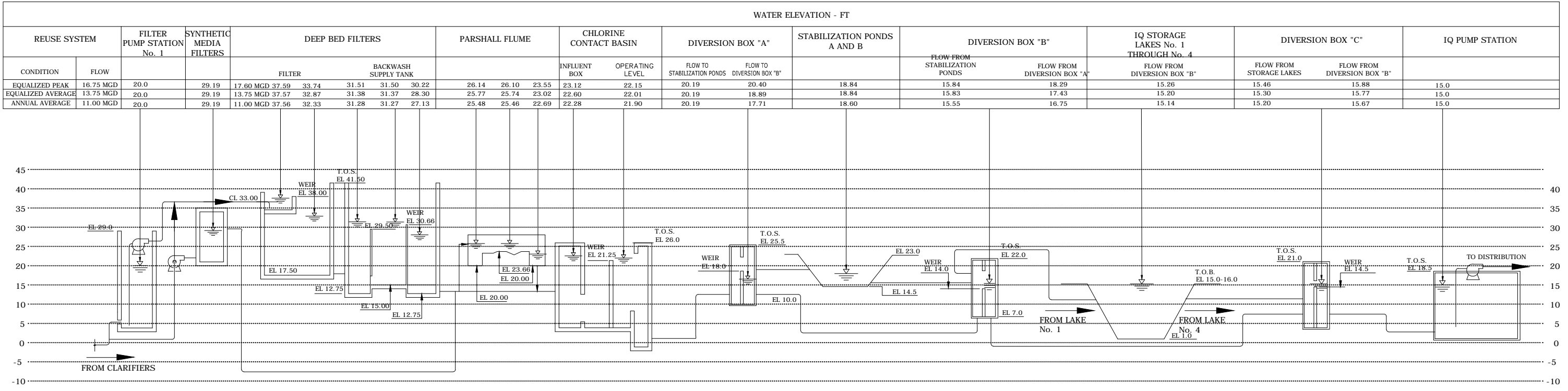
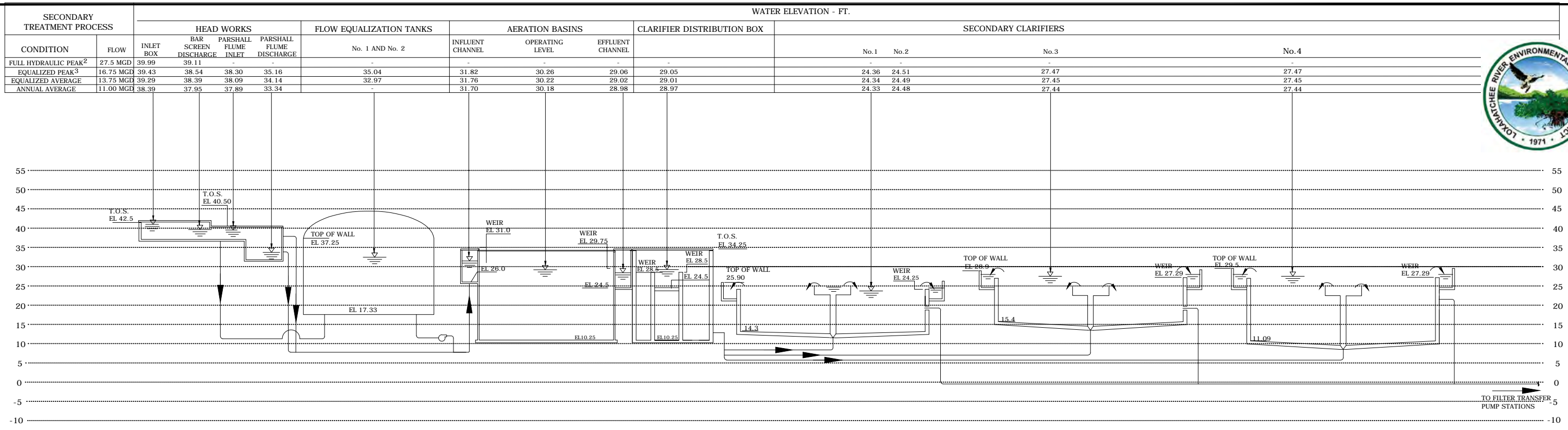
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
FLOW - MGD	11 ¹	13.75 ²	2.0 ³	16.75 ⁴	27.75 ⁴	27.75 ⁴	8.25 ⁴	16.75 ³	8.0 ³	11.0 ³	16.75 ³	16.75 ³	11.0	0.39	0.39	80.0 CY	0.38	0.60	0.0
CBOD ₅ - mg/L	226	226	226	220	170	-	-	20	-	-	20	20	-	-	-	-	-	-	0
CBOD ₅ - 1,000 lb/day	20.7	25.9	29.5	30.7	39.3	-	-	2.00	-	-	1.90	1.90	-	-	-	-	-	-	0
TSS - mg/L	204	204	204	211	2100	2150	2080	20	20	20	1.1	1.1	8000	8000	8000	180,000	418	379	0
TSS - 1,000 lb/day	18.7	23.4	3.4	29.4	486	498	143	3.00	1.33	1.83	0.15	0.15	734	26.0	26.0	24.8	1.30	1.90	0

NOTES:
 1. ANNUAL AVERAGE DAILY FLOWRATE
 2. MAXIMUM FLOWRATE DIVERTED TO EQ. TANKS
 3. MAXIMUM FLOWRATE RETURNED FROM EQ. TANKS
 4. ASSUMES 1 EQ. TANK OUT OF SERVICE
 5. ASSUMES 1 CLARIFIER OUT OF SERVICE, BOTH EQ. TANKS IN SERVICE.

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FIGURE 2-2
TREATMENT PROCESS FLOW DIAGRAM
 Loxahatchee River District
 Water Reclamation Facility





- NOTES:
- ELEVATIONS OF SOME OF THE EXISTING PROCESS UNITS WERE OBTAINED FROM PREVIOUS IMPROVEMENTS.
 - THE 27.5 MGD PEAK OCCURS ONLY AT THE HEADWORKS UPSTREAM OF THE FLOW SPLIT TO THE EQUALIZATION TANKS.
 - THE EQUALIZED PEAK FLOW OCCURS WHEN ONE OF THE FLOW EQUALIZATION TANKS ARE REMOVED FROM SERVICE.
 - IF A HGL ELEVATION IS BASED ON A FLOW RATE DIFFERENT THAN THE ONE INDICATED AT THE LEFT, THAT FLOW RATE IS SHOW IN PARENTHESIS.
 - WATER LEVELS SHOWN ON THE PROFILE ARE BASED ON THE EQUALIZED AVERAGE FLOWRATE.

FIGURE 2-3
TREATMENT PROCESS
HYDRAULIC PROFILE
Loxahatchee River District
Water Reclamation Facility



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ACAI Associates Inc.

BEA Architects, Inc.

Calvin, Giordano & Associates, Inc.

Carollo Engineers

Construction Journal, Ltd.

Dodge Data

DRMP, Inc.

Environmental Consulting & Technology, Inc.

Hazen and Sawyer

Johnson, Mirmiran, & Thompson

KCI Technologies, Inc.

Kimley-Horn and Associates, Inc.

Moffatt & Nichol

PSA Constructors Inc.

Singhofen & Associates, Inc.

Stone & Webster, Inc.

T2 Utility Engineers South

Taylor Engineering, Inc.

Terracon Consultants, Inc.

The Corradino Group, Inc.

WGI, Inc.

LOXAHATCHEE RIVER DISTRICT
Request For Qualifications # 20-001-PROFSERVICES
ADDENDUM ACKNOWLEDGEMENT RECEIPT

The undersigned Bidder acknowledges receipt of Addenda as listed below:

Receipt of Addendum No. 1 Date _____

Firm: _____

By: _____

Title: _____

Please include completed Addendum Acknowledgement Receipt with your Qualification Submittal.

REQUEST FOR QUALIFICATIONS

Loxahatchee River Environmental Control District Professional Services by Professional Engineers, Architects, Landscape Architects, and Planning Firms

Request For Qualifications # 20-001-PROFSERVICES

LEGAL ADVERTISEMENT

In accordance with the Consultants Competitive Negotiation Act (CCNA), Florida Statutes 287.055, the Loxahatchee River Environmental Control District (District) of Jupiter, Florida is seeking Qualification Statements from qualified firms of Professional Engineers, Architects, Landscape Architects, and Planners to select the best qualified consulting firms that can provide consulting services for planning, modeling, preliminary engineering, studies, pilot programs, project design, survey, permitting, bidding, construction contract administration, resident project representative, public relations, and testing services for the following Areas of Operation.

1. Wastewater Collection & Transmission System
2. Reuse Distribution System
3. Wastewater Treatment Facility (WWTF)
4. Administration, Education, and Maintenance Facilities

A written Qualification Statement will be accepted by the District at the Engineering Office of the Loxahatchee River Environmental Control District, 2500 Jupiter Park Drive, Jupiter, Florida 33458-8964 until 3:00 pm, April 28, 2020.

Detailed information and data to be submitted with a Qualification Statement are available at the District Engineering Office, District's website <https://loxahatcheeriver.org/governance/purchasing-bids/>, and DemandStar.

The District reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of the Request for Qualifications including, but not limited to, submission deadlines, submission requirements, and the scope of services. The District further reserves the right to reject any or all submittals, and to cancel or withdraw this Request for Qualifications at any time.

Firm selection for each project performed under this Request For Qualifications is dependent upon the negotiation of a mutually acceptable contract between the District and qualified firm.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

D. Albrey Arrington, Ph.D.
Executive Director

GUIDELINES AND INSTRUCTIONS
FOR SUBMITTING QUALIFICATION STATEMENTS

Loxahatchee River Environmental Control District Professional Services by Professional Engineers,
Architects, Landscape Architects, and Planning Firms

Addendum 1
Request For Qualifications # 20-001-PROFSERVICES

INTRODUCTION

Pursuant to Florida Statutes Section 287.055, the Loxahatchee River Environmental Control District (District), a Special District of the State of Florida, is seeking Qualification Statements from qualified firms of professional engineers, architects, landscape architects, and planners interested in providing consulting services for planning, modeling, preliminary engineering, studies, pilot programs, project design, survey, permitting, bidding, construction contract administration, resident project representative, public relations, and testing services for the following Areas of Operation.

1. Wastewater Collection & Transmission System
2. Reuse Distribution System
3. Wastewater Treatment Facility (WWTF)
4. Administration, Education, and Maintenance Facilities

BACKGROUND

The Loxahatchee River Environmental Control District is an Independent Special District created by the Florida Legislature in 1971. The District serves as the regional wastewater utility providing service to Jupiter, Tequesta, Juno Beach and unincorporated areas of northern Palm Beach and southern Martin Counties. The District's major facilities include the following.

1. Wastewater Collection & Transmission System: including over 32,000 individual service connections, 250 miles of gravity mains up to 36" in diameter, 8,000 manholes, 227 lift stations (up to 11 MGD peak hour flow), 100 miles of force main piping (up to 30" in diameter), and 27 miles of low pressure force main encompassing a service area of 87 square miles.
2. Reuse Distribution System: including 27 miles of distribution piping, 4 pump stations (up to 12 MGD peak hour flow), and 20 reuse metering sites serving 16 major users including 12 golf courses and 4 residential developments.
3. Wastewater Treatment Facility (WWTF):
 - a. The WWTF is located on 160 acres, at 2500 Jupiter Park Drive and is permitted at 11 MGD annual average daily flow with primary treatment, secondary clarification, deep bed tertiary filtration, and high-level disinfection with gaseous chlorine. Reuse water produced is stored onsite in 2 stabilization ponds and 4 storage lakes totaling 61 acres and 197 MG of

storage. The plant operates under Domestic Wastewater Facility Permit FL0034649 which has an expiration date January 9, 2024.

- b. The District has a deep injection well which is located at the WWTF. The well is rated at 18.65 MGD (peak hour flow) and is used to dispose of treated effluent and excess reuse water during wet periods. The deep injection well operates under UIC Permit 324728-001-UO/1X.

4. Administration, Education, and Maintenance Facilities

- a. Property: In addition to lift station and facility sites throughout the service area, the District owns two major, real properties. The first, 160 acres, is located at 2500 Jupiter Park Drive, which is the site of the WWTF, District administrative offices, WildPine Laboratory, and Busch Wildlife Sanctuary. The second, 20 acres, is located at 9278 Indiantown Road, was previously the treated effluent disposal site, and is now a vacant parcel.
- b. Education Facilities: The River Center, located at 805 US 1, is the District's primary self-operated education facility. This facility is located in Burt Reynold's Park and is operated through an interlocal agreement with Palm Beach County.

REQUEST FOR QUALIFICATIONS AND SELECTION SCHEDULE

April 1, 2020	Solicit Qualification Statements
April 28, 2020, 3:00 pm	Receive Qualification Statements
May 7, 2020, 10:00 am	Qualification Committee: Meet to review Qualification Statements
May 11, 2020, 10:00 am	Qualification Committee: Meet to select Qualified Firms
May 21, 2020, 7:00 pm	Regular Board Meeting: Consideration of Qualification Committee's recommendation of Qualified Firms

OBJECTIVE

The objective of this Request For Qualification is to select qualified consulting firms that can provide consulting services for planning, modeling, preliminary engineering, studies, pilot programs, project design, survey, permitting, bidding, construction contract administration, resident project representative, public relations, and testing services in the following Areas of Operation based on the specific projects listed in **Attachment A**.

1. Wastewater Collection & Transmission System
2. Reuse Distribution System
3. Wastewater Treatment Facility (WWTF)
4. Administration, Education, and Maintenance Facilities

SCOPE OF SERVICES

Services to be provided under this CCNA selection process include general consulting services associated with new construction, operation, maintenance, assessment, evaluation, repair, replacement, rehabilitation and upgrade of the Districts infrastructure including but not limited to the following.

1. Wastewater Collection & Transmission System
 - a. Master Planning
 - b. Hydraulic Modeling
 - c. Studies
 - d. Pilot programs
 - e. Surveying
 - f. Preliminary engineering, design, permitting, bidding, construction contract administration and resident project representation in connection with Neighborhood Sewering, new, upgrade and/or rehabilitation projects
 - g. Environmental Studies
 - h. Energy Audits
 - i. Facility Assessments

Firm(s) submitting Qualification Statements shall be registered to provide engineering, surveying, landscape architect and hydrogeological services through the Florida Department of Business and Professional Regulation. Specific experience shall include surveying, hydrogeology and the following engineering disciplines: civil, mechanical, structural, electrical, controls, and environmental.

2. Reuse Distribution System
 - a. Master Planning
 - b. Hydraulic Modeling
 - c. Studies
 - d. Pilot programs
 - e. Preliminary engineering, design, permitting, bidding, construction contract administration and resident project representation in connection

- with new, upgrade and/or rehabilitation projects
- f. Supplemental Water
- g. Environmental Studies
- h. Energy Audits
- i. Facility Assessments

Firm(s) submitting Qualification Statements shall be registered to provide engineering, surveying and hydrogeological services through the Florida Department of Business and Professional Regulation. Specific experience shall include surveying, hydrogeology and the following engineering disciplines: civil, mechanical, structural, electrical, controls and environmental.

3. Wastewater Treatment Facility (WWTF)

- a. Master Planning
- b. Hydraulic Modeling
- c. Studies
- d. Pilot programs
- e. Site Planning
- f. Preliminary engineering, design, permitting, bidding, construction contract administration and resident project representation in connection with new, upgrade and/or rehabilitation projects
- g. Environmental Studies
- h. Energy Audits
- i. Facility Assessments
- j. Regulatory compliance consultation on current, potential, and changing regulatory requirements
- k. Process/Operational modeling and consultation on various aspects of treatment and plant operation
- l. Operating Permit consultation and application/renewal
- m. UIC Permit consultation, application/renewal, UIC Permit compliance (Mechanical Integrity or other testing)

Firm(s) submitting Qualification Statements shall be registered to provide planning, architect, landscape architect, engineering, surveying, and hydrogeological services through the Florida Department of Business and Professional Regulation. Specific experience shall include surveying, hydrogeology and the following engineering disciplines: civil, mechanical, structural, electrical, controls and environmental.

4. Administration, Education, and Maintenance Facilities

- a. Master Planning
- b. Site Planning
- c. Design, permitting, bidding, construction contract administration and resident project representation in connection with new, upgrade and/or rehabilitation projects
- d. Environmental Studies

- e. Energy Audits
- f. Facility Assessments

Firm(s) submitting Qualification Statements shall be registered to provide planning, architect, landscape architect, engineering, and surveying services through the Florida Department of Business and Professional Regulation. Specific experience shall include planning and design of public access administrative and education facilities and industrial/maintenance facilities, surveying and the following engineering disciplines: civil, mechanical, structural, electrical, controls, and environmental.

DEVELOPMENT COSTS

The District, or its representatives, shall not be held liable for any expenses incurred in connection with the preparation of a response to the Request for Qualifications.

INQUIRIES

Interested parties may direct inquiries concerning this Request For Qualifications to:

Kris Dean, P.E.
Deputy Executive Director/Director of Engineering Services
2500 Jupiter Park Drive
Jupiter, Florida 33458-8964

kris.dean@lrecd.org

Questions shall be submitted in written form. All questions shall be submitted by **5:00 pm (EDT), April 21, 2020.**

QUALIFICATION STATEMENTS SUBMITTAL/WITHDRAWAL

Due to COVID-19, the solicitation Request For Qualifications # 20-001-PROFSERVICES has been reissued as an Electronic Bid with the same title. To submit a response for this bid electronically, please navigate to the link below and follow the instructions:

<https://www.demandstar.com/beta/suppliers/bids/374907/details>

Alternatively, respondents may send or deliver Qualification Statements via email to:

purchasing@lrecd.org

Please note clearly in the email subject line the following:

RFQ # 20-001-PROFSERVICES QUALIFICATION STATEMENT

One (1) digital file in PDF format shall be submitted via email to purchasing@lrecd.org. The use of web based file transfer options such as OneDrive or Dropbox is allowed. **ALL PROPOSALS ARE TO BE RECEIVED BY THE DISTRICT NO LATER THAN 3:00 p.m. (EDT), April 28, 2020.**

The District will not accept responses delivered after the established deadline. If the response is delivered after the deadline, the respondent shall be deemed non-responsive.

The public is welcome to attend the receipt and opening of the Qualification Statements.

Qualification Statement submittals may be withdrawn either by written notice or in person at any time prior to **May 7, 2020**.

No Fax copies will be accepted for submittal of Qualification Statements.

SIGNATURE REQUIREMENTS

The Qualification Statements must be signed by a duly authorized official(s) of the proposing firm or by the proposing individual. Consortiums, joint ventures, or teams submitting qualification statements, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each Qualification Statement shall indicate the entity responsible for execution on behalf of the Qualification Statement team.

REQUEST FOR QUALIFICATION ADDENDA

In the event that it becomes necessary to revise any part of this Request For Qualifications, or if additional information is necessary to enable the proposing firms or individuals to make an adequate interpretation of the provisions of this Request For Qualifications, an addendum(s) to the Request For Qualifications will be posted on the District's website, <https://loxahatcheeriver.org/governance/purchasing-bids/>, and DemandStar.

REJECTION RIGHTS

The District reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Request for Qualifications including, but not limited to, the deadlines for submission and submission requirements. The District further reserves the right to reject any or all Qualification Statements and to cancel or withdraw this Request for Qualifications at any time. Selection is dependent upon the negotiation of a mutually acceptable contract.

QUALIFICATION STATEMENTS TO BE IN EFFECT

Each Qualification Statement shall state it is valid for a period of not less than 120 days from **3:00 pm, April 28, 2020**.

TAXES

The District is exempt from certain taxation including State sales and use taxes. A Tax Exemption Certificate can be provided as necessary.

EQUAL EMPLOYMENT OPPORTUNITY

In connection with this Request for Qualifications, the firm(s) shall not discriminate against any employee or applicant for employment because of age, disability, race, color, religion, sex, sexual orientation, or national origin. Such obligation shall extend to, but not be limited to, the following employment actions: employment, promotion, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay and other forms of compensation; and selection for training, including apprenticeship.

STANDARD DOCUMENTS

The District's Procurement Policy is linked to the Request For Qualifications. If there is any conflict between the District Procurement Policy and this Document, the Procurement Policy will prevail. The District Procurement Policy can be found at <http://www.loxahatcheeriver.org/purchasing.php>

LOBBYING

Lobbying of District employees and elected officials regarding this Request For Qualifications by any member of a firm's staff, or those people who are members of, or employed by, any legal entity affiliated with an organization that is responding to the Request For Qualification, is strictly prohibited. Such actions may cause the Qualification Statement, or the Qualification Statement you are lobbying on behalf of, to be rejected. (Ref: Sect. 2.13 paragraph 2 of Procurement Policy)

PROHIBITION AGAINST CONTINGENT FEE

In accordance with Florida Statutes 287.055(6), the Consultant represents and warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

DEBARMENT AND SUSPENSION

By signing and submitting a Qualification Statement the firm or individual certifies that no principal (which includes officers, directors, or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this project by any Federal or State department or agency.

DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, or ambiguities in the Request for Qualifications or addenda (if any) should be reported in writing to the District's contact person identified in this Request for Qualifications. Should it be found necessary, a written addendum will be incorporated into this Request for Qualifications. The District will not be responsible for any oral instructions, clarification, or other communications.

DISQUALIFICATION

The District reserves the right to disqualify any firm(s) or individual(s) before or after opening of the Qualification Statement, upon evidence of collusion with intent to defraud or other illegal practices on the part of the firm(s) or individual(s).

DISPUTES AND COMPLAINTS

All complaints or grievances shall follow procedures as set forth in the District's Procurement Policy.

SUBMITTAL REQUIREMENTS

Submittals shall be reviewed for responsiveness in accordance with the following requirements. Incomplete submittals shall be deemed non-responsive by the District and not considered for further review.

Tab 1 – Introduction

1. Table of Contents
2. A Letter of Interest by the firm's corporate office signed by a principal of the firm including the following:
 - a. An overview of the firm(s) history, organization, core values and business practice.
 - b. Specific professional services to be offered referenced to Areas of Operation 1, 2, 3 and 4.

(Not to exceed 10 pages)

Tab 2 – Standard Form 330 – Part I & II

Forms must be fully completed

Tab 3 – Proof of Licenses /Certifications

1. Proof of State of Florida business licensure and Professional certifications/registrations in the State of Florida
2. Proof of Corporate registration to operate in the State of Florida by the Dept. of State, Division of Corporations. Must be Active status.
3. Provide certificate of Minority Business Enterprise issued by the Florida State Office of Diversity. If not applicable please provide a statement to that effect.
4. Completed Form W-9 Request for Tax Payer ID Number and Certification
5. Complete Public Entity Crimes Statement
6. Acknowledgement of Addenda - Please check the District Purchasing web site for any addenda that may be issued for this Request For Qualification: <https://loxahatcheeriver.org/governance/purchasing-bids/>

(Not to exceed 25 pages and limited to specified documents.)

Tab 4 – Insurance Certificate

Insurance Requirements are stated in the Request For Qualifications, **Attachment B**. It is not necessary to have the insurance in place at the time of submission, but certificates indicating that the insurance is currently carried or acknowledgement from the carrier indicating upgrade availability will assist in the review process.

(Not to exceed 5 pages.)

Tab 5 – Safety

Provide a copy of the firm(s) Health Safety and Environmental Plan (or equivalent).

Tab 6 – Quality and Value

Provide the programs the firm(s) has in place for ensuring quality and cost controls.

Tab 7 – References

Provide client references. Include name, phone number and email address for each reference.

(Not to exceed 5 pages.)

QUALIFICATION PROCEDURES

Submitted Qualification Statements will be reviewed by the Qualification Committee (One Governing Board Member, Operations Plant Manager, Director of Information Systems and Director of Finance), who will develop a list of qualified consultants for each Area of Operations 1, 2, 3 and/or 4. Questions shall be directed to Kris Dean, P.E., Deputy Executive Director/Director of Engineering. Consultants will be evaluated based upon the following criteria:

1. Capabilities
2. Adequacy of personnel
3. Past Record
4. Experience of the Firm or Individuals

ATTACHMENT “A”

1. Wastewater Collection & Transmission System
 - a. Master Lift Station Bypass Study – The study will include modeling of the Frederick Small and Central Blvd Corridor and the Military Corridor from Indiantown South to Frederick Small and all feeding flows to the Loxahatchee River District WWTF. The study will include feasibility, required system upgrades and cost estimates.
 - b. Continuing Services – Provide continuing services for renewal/replacement and new projects within the Loxahatchee River District’s wastewater collection and transmission system. The continuing services will typically be provided on projects whose estimated construction cost is less than F.S. 287.017 Category 5 and on individual studies whose estimated cost is less than F.S 287.017 Category 2.

2. Reuse Distribution System
 - a. Continuing Services – Provide continuing services for renewal/replacement and new projects within the Loxahatchee River District’s reuse distribution system. The continuing services will typically be provided on projects whose estimated construction cost is less than F.S. 287.017 Category 5 and on individual studies whose estimated cost is less than F.S 287.017 Category 2.

3. Wastewater Treatment Facility (WWTF)
 - a. Greenhouse Gas Emissions Evaluation - A greenhouse gas evaluation for operations at the Loxahatchee River District WWTF.
 - b. Odor Control Improvements – Currently, multiple odor control systems are installed throughout the WWTF. This project will provide an odor study to characterize odor sources, evaluate performance of existing odor treatment units, and investigate opportunities for improvements to the odor containment and treatment.
 - c. Continuing Services – Provide continuing services for renewal/replacement and new projects within the Loxahatchee River District’s WWTF. The continuing services will typically be provided on projects whose estimated construction cost is less than F.S. 287.017 Category 5 and on individual studies whose estimated cost is less than F.S 287.017 Category 2.

4. Administration, Education, and Maintenance Facilities

- a. 20 Acre/9278 Indiantown Road/PCN 00-42-41-06-00-000-1030 – Develop property into a high-functioning base for environmental education and engagement for the public including environmental education facilities, playground and outdoor recreational facilities, utilities, stormwater, parking, canal access to the Loxahatchee River and water features.
- b. BLM House Demo and Construction – Facilities for environmental education and engagement for the public including environmental education facilities, open air pavilion, outdoor recreational facilities and parking.
- c. 2500 Jupiter Park Drive – Layout future development of 2500 Jupiter Park Drive including administrative facilities, maintenance facilities, warehouse facilities, storage, parking, environmental education facilities, climate resiliency alternatives.
- d. Continuing Services – Provide continuing services for renewal/replacement and new projects associated with administration, education and maintenance facilities. The continuing services will typically be provided on projects whose estimated construction cost is less than F.S. 287.017 Category 5 and on individual studies whose estimated cost is less than F.S 287.017 Category 2.

ATTACHMENT "B"

INSURANCE REQUIREMENTS

The selected consultant shall provide the following insurance coverage as a minimum during the contract:

- a. Vehicle – Owner, Hired, Non-owner – Any Automobile Coverage
 - Injury or death of any one person: \$1,000,000
 - Injury or death of more than one person in any one occurrence: \$1,000,000
 - Property Damage- any one occurrence: \$ 300,000
- b. Comprehensive General Liability, other than vehicle, including:
 - Comprehensive Premises Operations
 - Explosions and Collapse Hazard
 - Underground Hazard
 - Products/Completed Operations Hazard
 - Broad Form Property Damage
 - Independent Contractors
 - Personal Injury
 - Per Occurrence \$1,000,000
 - Aggregate \$1,000,000
 - Injury or death of any one person: \$1,000,000
 - Injury or death of more than one person in any one occurrence: \$1,000,000
- c. Property Damage:
 - Each occurrence: \$ 300,000
 - Aggregate operations: \$ 500,000
 - Aggregate protective: \$ 500,000
 - Aggregate contractual: \$ 500,000
- d. Professional Liability Insurance: \$1,000,000
- e. The Firm(s) shall make the same insurance requirements of any of its subcontractors. The Engineer shall indemnify and save Owner harmless from any damages resulting to them for

failure of the engineer or any subcontractor to take out or maintain such insurance.

- f. The Loxahatchee River Environmental Control District shall be listed as an insured or additional insured on the insurance certificate.

ATTACHMENT "C"

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.

2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)
whose business address is _____ and
(if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____ and my relationship to the entity named _____
(please print name of individual signing)
above is _____.

4. I understand that a "public entity crime: as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United states and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes** means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "Affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls

another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United states with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order].

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order].

___ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services].

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by _____, who is personally known to me or who has produced a valid Florida Driver's License as identification and who did take an oath.

Notary Public

Printed/Typed Name
My Commission Expires:

**CONTINUING CONTRACT FOR PROFESSIONAL
ENGINEERING SERVICES**

This Continuing Contract (“Contract”) for Professional Engineering Services (the “Services”) is made and entered into by the Loxahatchee River Environmental Control District, a Special District of the State of Florida (“District”) and _____, a _____ corporation (“Engineer”), in response to the District’s Request for Qualifications for “Engineering Services for _____.”

WHEREAS, in accordance with Section 287.055, Florida Statutes (“Consultants’ Competitive Negotiation Act” or “CCNA”), the District issued the Request for Qualifications for Engineering Services for _____ and solicited statements from qualified professional engineering firms for continuing contracts to provide Services on an as needed basis; and

WHEREAS, the District has selected Engineer to provide the Services and desires to enter into a “continuing contract” within the purview of the CCNA; and

WHEREAS, Engineer represents that it has considerable qualifications, expertise and experience in this area as set forth in its response to the District’s Request for Qualifications, and wishes to provide the Services to the District in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Term

This Contract has no time limitation.

Section 2. Representations by Engineer

By executing this Contract, Engineer makes the following express representations to the District:

A. Engineer is professionally qualified to act as an engineer for the District and provide the Services outlined in the Request for Qualifications issued by the District.

B. Engineer shall maintain all necessary licenses, permits, insurance or other authorizations necessary to act as an engineer for the District until Engineer’s duties expressed herein have been fully satisfied.

C. Services performed by Engineer pursuant to this Contract shall comply with all applicable laws, codes and regulations and shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing within the same locality.

Section 3. Scope of Services

- A. Engineer shall provide Services to the District on an as needed basis.
- B. Engineer shall perform the Services as may be specifically designated and authorized by the District on a per-project basis at the rates set forth in Exhibit "A."

C. Services will be authorized by the District's issuance of an authorization to perform work (a "Work Authorization"). No Services shall be performed until a Work Authorization has been executed as provided below. Each Work Authorization will set forth specific Services, amount of compensation, and a completion date.

Work Authorizations in excess of \$50,000.00, or such other amount as set forth in the District's Procurement Policy, must be approved by the District's Governing Board.

Work Authorizations in amounts less than \$50,000.01, or such other amount as set forth in the District's Procurement Policy, must be approved by the District's Executive Director.

No Services exceeding the compensation established in a Work Authorization shall be performed until an amended Work Authorization has been executed as provided above. Regardless of the foregoing, all Services shall be performed in accordance with the CCNA, including all thresholds contained in the CCNA and any amendments thereto.

D. In accordance with the CCNA, during the term of this Contract, the Services provided by Engineer to the District shall not include projects for which construction costs exceed two million dollars (\$2,000,000.00) or study activities when the fee for such Services exceeds two hundred thousand dollars (\$200,000.00) or such other amounts as may be set forth in any amendment to the CCNA.

E. This Contract is non-exclusive. The District specifically reserves the right to enter into other contracts on the same subject matter and to contract for work with other engineers or consultants for any matter, notwithstanding the fact that the project or task may fall within the scope of this Contract.

F. Nothing in this Contract shall obligate the District to issue any Work Authorization to Engineer.

Section 4. Insurance

A. During the performance of Services under this Contract, Engineer shall secure and maintain, at its own expense, the following insurance policies:

- (1) Professional liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence or claim.
- (2) Workers' Compensation and employer's liability insurance for all employees engaged in work pursuant to this Contract in accordance with Florida law.

- (3) Comprehensive general liability insurance with bodily injury limits of not less than one million dollars (\$1,000,000.00), combined single limit, per occurrence and with property damage limits of not less than one million dollars (\$1,000,000.00) combined single limit, per occurrence.
- (4) Comprehensive automobile liability insurance for all owned, non-owned and hired automobiles and other vehicles used by Engineer with minimum limits of one million dollars (\$1,000,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for Bodily Injury Liability and a minimum of three hundred thousand dollars (\$300,000.00) for Property Damage Liability, or a single limit of three hundred thousand dollars (\$300,000.00).

B. All liability insurance, with the exception of professional liability, shall specifically provide that the District, and anyone else designated by the District, is an additional named insured with respect to the required coverages and the operations of Engineer pursuant to this Contract.

C. All of the policies of insurance required to be purchased and maintained shall contain a provision or endorsement that coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days after written notice has been given to the District by certified mail/ return receipt requested.

D. All of Engineer’s subcontractors and consultants shall be required to include the District and Engineer as additional insureds on their general liability insurance policies.

E. Engineer shall not commence its Services under this Contract until all insurance coverage required by this section has been obtained and certificates evidencing same are filed with the District.

Section 5. Standard of Care

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances, and Engineer shall, at no additional cost to the District, re-perform Services which fail to satisfy the foregoing standard of care. Engineer warrants that all Services shall be performed by skilled and competent personnel to the standard of care above.

Section 6. Personnel

A. Engineer shall assign only qualified personnel to perform any of the Services.

B. At the time of execution of this Contract, the parties anticipate that the following named key individuals will perform those functions indicated:

- _____ – Principal-in-Charge
- _____ – Project Manager
- _____ – Plan and Permit Reviews
- _____ – Surveying/Plat Review

C. Should Engineer reassign any functions or duties to new or additional individuals, Engineer shall provide the District with written notice of any such reassignment within ten (10) calendar days. District reserves the right to require Engineer to change any reassigned personnel.

Section 7. Duties and Obligations of the District

The District shall afford Engineer access to any project site as may be reasonably necessary for Engineer to properly perform the Services under this Contract and shall provide Engineer with sufficient guidance and input to perform all Services contemplated by this Contract in a timely manner.

Section 8. Payments

A. The District shall pay Engineer for Services performed pursuant to this Contract and a Work Authorization in accordance with the Fee Schedule attached hereto as Exhibit A and incorporated herein by reference or as otherwise agreed upon in writing by the District and Engineer. Engineer shall not bill the District for calls or communications of a routine basis that relate solely to the status of pending projects or matters.

B. As a condition precedent for any payment due under this paragraph, Engineer shall submit complete and accurate monthly invoices, unless otherwise agreed to in writing by the District, invoices to the District requesting payment for Services rendered and expenses incurred, as follows:

- (1) Each invoice shall bear the signature of Engineer, which signature shall constitute Engineer's representation to the District that the Services indicated in the invoice have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred, and that all obligations of Engineer covered by prior invoices have been paid in full (unless expressly indicated otherwise).
- (2) Engineer shall submit a monthly progress report for each project awarded by the District. The progress report shall include, but not be limited to, a statement of the time and contract dollars expended related to the Services under the Contract and a Work Authorization; and any associated construction project under Engineer's supervision. This report will be included in the Governing Board's monthly meeting notebook.
- (3) Engineer shall submit detailed time sheets for projects billed on a time and material basis and a written summary of Services completed for projects billed on a lump sum basis.

C. All submittals for payment of per diem and travel expenses by Engineer shall comply with the provision of Section 112.061, Florida Statutes, and all applicable District policies. The District shall not pay, nor shall Engineer incur, any per diem or travel expenses without the District's prior written approval.

D. Engineer may present a modification to its hourly rate schedule to the District during the District's preparation of its budget for any fiscal year. The District, in its sole discretion, may approve or reject any such modification.

E. The District shall make payment to Engineer within ____ days of receipt of a complete and accurate invoice.

Section 9. Indemnification

A. Engineer agrees to protect, indemnify, pay on behalf of, and hold harmless the District, its employees, and representatives from liabilities, damages, losses, claims and costs, including, but not limited to, reasonable attorney's fees and court costs, including appeals, for which the District, its employees, and representatives can or may be held liable to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Engineer and other persons employed or utilized by Engineer in performance of the Contract.

B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Engineer, nor shall this Contract be construed as a waiver of sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

C. Upon completion of all Services, obligations, and duties provided for in this Contract or in the event of termination of this Contract for any reason, the terms and conditions of this Article shall survive.

Section 10. Independent Contractor

Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The District shall have no right to supervise the means and methods used, but the District shall have the right to observe such performance. Engineer shall work closely with the District in performing the Services under this Contract.

Section 11. Project Records

A. All records reasonably related to the performance of the Services by Engineer or Engineer's consultants or subcontractors, which are not in possession of the District, shall be made available to the District or any state, federal or other regulatory authority for inspection and copying upon written request of the District. Such records include, but are not limited to, all plans, specifications, submittals, correspondences, minutes, memoranda, inspection reports, sound recordings, video recordings and computer files. These records include those documents reflecting the time expended and expenses incurred by the personnel of Engineer and its consultants or subcontractors in performing its obligations pursuant to this Contract.

B. Engineer shall maintain and protect such records for no less than seven (7) years after final completion of any project, or for any longer period of time as may be required by applicable or sound engineering practice.

Section 12. Ownership of Instruments

A. All instruments of professional Services including, but not limited to, documents, records, disks, original drawings, plans and specifications and other information created or procured by Engineer for Services performed pursuant to this Contract shall become the property of the District upon completion of the Services or project for which the instrument was utilized and upon payment by the District.

B. Engineer may maintain copies of all such instruments for its records, provided, however, that any material, products or patent paid for by the District pursuant to this Contract shall be the property of the District and shall not be used by Engineer for profit without the prior written consent of the District.

Section 13. Termination of Contract

A. *Engineer's Termination for Default:* Engineer may, on thirty (30) days' written notice to the District, terminate this Contract in the event the District fails to substantially perform its obligations hereunder and fails to cure such default, if curable, within fifteen (15) days after receiving written notice of such default. Upon such termination, the District shall pay Engineer for all Services performed up to and including the date of termination. Engineer shall not, however, be entitled to any damages from such termination including, but not limited to, loss of anticipated profits.

B. *District's Termination for Default:* The District may, on thirty (30) days' written notice to Engineer, terminate this Contract without prejudice to any other remedy it may have, when in the sole discretion of the District, Engineer fails to substantially perform its obligations hereunder and fails to cure such default, if curable, within fifteen (15) days after receiving written notice of such default. Upon such termination, the District may take possession of all materials, products, documents and records necessary to complete pending Work Authorizations in whatever way it deems expedient. If the expense of completing the Work Authorization exceeds any unpaid balance due to Engineer under this Contract at the time of termination, Engineer shall be responsible to pay the District for the difference. If the expense of completing a Work Authorization is less than the unpaid balance due under the Work Authorization, Engineer shall be paid only for Services executed and expenses incurred in accordance with the terms of this Contract up through the date of termination.

C. *District's Termination without Default:* The District may, on thirty (30) days' written notice to Engineer, without cause and without prejudice to any other right or remedy, elect to terminate this Contract. Upon such termination, the District shall pay Engineer for all Services executed and expenses incurred in accordance with the terms of this Contract up through the date of termination.

Section 14 Uncontrollable Forces

Neither the District nor Engineer shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, hurricane, windstorm, fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

Section 15. Successors and Assigns

The District and 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. Neither the District nor Engineer shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

Section 16. Governing Law, Venue and Remedies

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. 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.

Section 17. Access and Audits

Engineer shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing Services pursuant to this Contract for at least three (3) years after termination or expiration 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 Engineer’s place of business. In no circumstances will Engineer be required to disclose any confidential or proprietary information regarding its products and service costs.

Section 18. Federal and State Taxes

The District is exempt from federal tax and state sales tax and use taxes. Upon request, the District shall provide an exemption certificate to Engineer. Engineer is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall Engineer be authorized to use the District’s tax exemption number in securing such materials.

Section 19. Enforcement Costs

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover from the non prevailing party or parties reasonable attorney’s fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

Section 20. 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 whom or 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.

Section 21. Notice

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

Loxahatchee River Environmental Control District
Attn: Kris Dean, P.E., Deputy Executive Director/ Director of Engineering Services
2500 Jupiter Park Drive
Jupiter, FL 33458

and if sent to Engineer shall be mailed to:

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

Section 22. Entirety of Contract

The District and Engineer agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 23. Terminology and Captions

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

Section 24. Waiver

A waiver by either the District or Engineer of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 25. Preparation

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation. In interpreting any provision of this Contract, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Contract, each party recognizing that it and its counsel have had any opportunity to review this Contract and have contributed to the final form of same. Engineer agrees that the Contract is a legally binding document.

Section 26. Exhibits and Contract Documents

Each exhibit and each document referenced in this Contract form an essential part of this Contract. These exhibits and documents, even if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

Section 27. Survivability

Any provision of the 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.

Section 28. Representations and Binding Authority

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all its obligations under this Contract.

Section 29. Effective Date

The Effective Date of the Contract shall be the date on which it is executed by the last party to execute same.

Section 30. Time is of the Essence

Time is of the essence of this Contract and any Work Authorization. However, if the final date of any period which is set out in any provision of this Contract falls on a Saturday, Sunday or legal holiday under the law of the United States or the State of Florida, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

[Remainder of page intentionally left blank – signatures on next page]

IN WITNESS WHEREOF, the District and Engineer have made and executed this Contract on the dates hereinafter written.

ENGINEER:

_____, a _____ corporation

By: _____

Print Name:

Title:

Date: _____

DISTRICT:

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT,
a Special District of the State of Florida**

By: _____
D. Albrey Arrington, Ph.D., Executive Director

Attest:

By: _____

Print Name: _____

Date: _____

Approved as to Form and Legal Sufficiency:

By: _____

**CONTRACT FOR PROFESSIONAL
ENGINEERING SERVICES**

This Contract (“Contract”) for Professional Engineering Services (the “Services”) is made and entered into by the Loxahatchee River Environmental Control District, a Special District of the State of Florida (“District”) and _____, a _____ corporation (“Engineer”), in response to the District’s Request for Qualifications for “Engineering Services for _____.”

WHEREAS, in accordance with Section 287.055, Florida Statutes (“Consultants’ Competitive Negotiation Act” or “CCNA”), the District issued the Request for Qualifications for Engineering Services for _____ and solicited statements from qualified professional engineering firms to provide Services; and

WHEREAS, the District has selected Engineer to provide the Services and desires to enter into a contract within the purview of the CCNA; and

WHEREAS, Engineer represents that it has considerable qualifications, expertise and experience in this area as set forth in its response to the District’s Request for Qualifications, and wishes to provide the Services to the District in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Term

[INSERT CONTRACT TERM LIMITS]

Section 2. Representations by Engineer

By executing this Contract, Engineer makes the following express representations to the District:

A. Engineer is professionally qualified to act as an engineer for the District and provide the Services outlined in the Request for Qualifications issued by the District.

B. Engineer shall maintain all necessary licenses, permits, insurance or other authorizations necessary to act as an engineer for the District until Engineer’s duties expressed herein have been fully satisfied.

C. Services performed by Engineer pursuant to this Contract shall comply with all applicable laws, codes and regulations and shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing within the same locality.

Section 3. Scope of Services

[INSERT PROJECT SPECIFIC SCOPE OF SERVICES INCLUDING TASK ORDERS,
COMPENSATION, RATES AND SCHEDULE]

Section 4. Insurance

A. During the performance of Services under this Contract, Engineer shall secure and maintain, at its own expense, the following insurance policies:

- (1) Professional liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence or claim.
- (2) Workers' Compensation and employer's liability insurance for all employees engaged in work pursuant to this Contract in accordance with Florida law.
- (3) Comprehensive general liability insurance with bodily injury limits of not less than one million dollars (\$1,000,000.00), combined single limit, per occurrence and with property damage limits of not less than one million dollars (\$1,000,000.00) combined single limit, per occurrence.
- (4) Comprehensive automobile liability insurance for all owned, non-owned and hired automobiles and other vehicles used by Engineer with minimum limits of one million dollars (\$1,000,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for Bodily Injury Liability and a minimum of three hundred thousand dollars (\$300,000.00) for Property Damage Liability, or a single limit of three hundred thousand dollars (\$300,000.00).

B. All liability insurance, with the exception of professional liability, shall specifically provide that the District, and anyone else designated by the District, is an additional named insured with respect to the required coverages and the operations of Engineer pursuant to this Contract.

C. All of the policies of insurance required to be purchased and maintained shall contain a provision or endorsement that coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days after written notice has been given to the District by certified mail/ return receipt requested.

D. All of Engineer's subcontractors and consultants shall be required to include the District and Engineer as additional insureds on their general liability insurance policies.

E. Engineer shall not commence its Services under this Contract until all insurance coverage required by this section has been obtained and certificates evidencing same are filed with the District.

Section 5. Standard of Care

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances, and Engineer shall, at no additional cost to the District, re-perform Services which fail to satisfy the foregoing standard of care. Engineer warrants that all Services shall be performed by skilled and competent personnel to the standard of care above.

Section 6. Personnel

A. Engineer shall assign only qualified personnel to perform any of the Services.

B. At the time of execution of this Contract, the parties anticipate that the following named key individuals will perform those functions indicated [All persons listed below shall have been included in the Qualification Statement]:

- _____ – Principal-in-Charge
- _____ – Project Manager
- _____ – Architect
- _____ – Project/Design Engineer (Site/Civil)
- _____ – Project/Design Engineer (Mechanical)
- _____ – Project/Design Engineer (Electrical)
- _____ – Project/Design Engineer (Structural)
- _____ – Survey
- _____ – ADD/DELETE DISCIPLINES AS NECESSARY

C. Should Engineer reassign any functions or duties to new or additional individuals, Engineer shall provide the District with written notice of any such reassignment within ten (10) calendar days. District reserves the right to require Engineer to change any reassigned personnel.

Section 7. Duties and Obligations of the District

The District shall afford Engineer access to any project site as may be reasonably necessary for Engineer to properly perform the Services under this Contract and shall provide Engineer with sufficient guidance and input to perform all Services contemplated by this Contract in a timely manner.

Section 8. Payments

A. The District shall pay Engineer for Services performed pursuant to this Contract and a Work Authorization in accordance with the Fee Schedule attached hereto as Exhibit A and incorporated herein by reference or as otherwise agreed upon in writing by the District and Engineer. Engineer shall not bill the District for calls or communications of a routine basis that relate solely to the status of pending projects or matters.

B. As a condition precedent for any payment due under this paragraph, Engineer shall submit complete and accurate monthly invoices, unless otherwise agreed to in writing by the District, invoices to the District requesting payment for Services rendered and expenses incurred, as follows:

- (1) Each invoice shall bear the signature of Engineer, which signature shall constitute Engineer's representation to the District that the Services indicated in the invoice have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred, and that all obligations of Engineer covered by prior invoices have been paid in full (unless expressly indicated otherwise).
- (2) Engineer shall submit a monthly progress report for each project awarded by the District. The progress report shall include, but not be limited to, a statement of the time and contract dollars expended related to the Services under the Contract and a Work Authorization; and any associated construction project under Engineer's supervision. This report will be included in the Governing Board's monthly meeting notebook.
- (3) Engineer shall submit detailed time sheets for projects billed on a time and material basis and a written summary of Services completed for projects billed on a lump sum basis.

C. All submittals for payment of per diem and travel expenses by Engineer shall comply with the provision of Section 112.061, Florida Statutes, and all applicable District policies. The District shall not pay, nor shall Engineer incur, any per diem or travel expenses without the District's prior written approval.

D. The District shall make payment to Engineer within ____ days of receipt of a complete and accurate invoice.

Section 9. Indemnification

A. Engineer agrees to protect, indemnify, pay on behalf of, and hold harmless the District, its employees, and representatives from liabilities, damages, losses, claims and costs, including, but not limited to, reasonable attorney's fees and court costs, including appeals, for which the District, its employees, and representatives can or may be held liable to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Engineer and other persons employed or utilized by Engineer in performance of the Contract.

B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Engineer, nor shall this Contract be construed as a waiver of sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

C. Upon completion of all Services, obligations, and duties provided for in this Contract or in the event of termination of this Contract for any reason, the terms and conditions of this Article shall survive.

Section 10. Independent Contractor

Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The District shall have no right to supervise the means and methods used, but the District shall have the right to observe such performance. Engineer shall work closely with the District in performing the Services under this Contract.

Section 11. Project Records

A. All records reasonably related to the performance of the Services by Engineer or Engineer's consultants or subcontractors, which are not in possession of the District, shall be made available to the District or any state, federal or other regulatory authority for inspection and copying upon written request of the District. Such records include, but are not limited to, all plans, specifications, submittals, correspondences, minutes, memoranda, inspection reports, sound recordings, video recordings and computer files. These records include those documents reflecting the time expended and expenses incurred by the personnel of Engineer and its consultants or subcontractors in performing its obligations pursuant to this Contract.

B. Engineer shall maintain and protect such records for no less than seven (7) years after final completion of any project, or for any longer period of time as may be required by applicable or sound engineering practice.

Section 12. Ownership of Instruments

A. All instruments of professional Services including, but not limited to, documents, records, disks, original drawings, plans and specifications and other information created or procured by Engineer for Services performed pursuant to this Contract shall become the property of the District upon completion of the Services or project for which the instrument was utilized and upon payment by the District.

B. Engineer may maintain copies of all such instruments for its records, provided, however, that any material, products or patent paid for by the District pursuant to this Contract shall be the property of the District and shall not be used by Engineer for profit without the prior written consent of the District.

Section 13. Termination of Contract

A. *Engineer's Termination for Default:* Engineer may, on thirty (30) days' written notice to the District, terminate this Contract in the event the District fails to substantially perform its obligations hereunder and fails to cure such default, if curable, within fifteen (15) days after receiving written notice of such default. Upon such termination, the District shall pay Engineer for all Services performed up to and including the date of termination. Engineer shall not, however, be entitled to any damages from such termination including, but not limited to, loss of anticipated profits.

B. *District's Termination for Default:* The District may, on thirty (30) days' written notice to Engineer, terminate this Contract without prejudice to any other remedy it may have, when in the sole discretion of the District, Engineer fails to substantially perform its obligations hereunder and fails to cure such default, if curable, within fifteen (15) days after receiving written notice of such default. Upon such termination, the District may take possession of all materials, products,

documents and records necessary to complete pending Work Authorizations in whatever way it deems expedient. If the expense of completing the Work Authorization exceeds any unpaid balance due to Engineer under this Contract at the time of termination, Engineer shall be responsible to pay the District for the difference. If the expense of completing a Work Authorization is less than the unpaid balance due under the Work Authorization, Engineer shall be paid only for Services executed and expenses incurred in accordance with the terms of this Contract up through the date of termination.

C. District's Termination without Default: The District may, on thirty (30) days' written notice to Engineer, without cause and without prejudice to any other right or remedy, elect to terminate this Contract. Upon such termination, the District shall pay Engineer for all Services executed and expenses incurred in accordance with the terms of this Contract up through the date of termination.

Section 14 Uncontrollable Forces

Neither the District nor Engineer shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, hurricane, windstorm, fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

Section 15. Successors and Assigns

The District and 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. Neither the District nor Engineer shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

Section 16. Governing Law, Venue and Remedies

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. 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.

Section 17. Access and Audits

Engineer shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing Services pursuant to this Contract for at least three (3) years after termination or expiration 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 Engineer's place of business. In no circumstances will Engineer be required to disclose any confidential or proprietary information regarding its products and service costs.

Section 18. Federal and State Taxes

The District is exempt from federal tax and state sales tax and use taxes. Upon request, the District shall provide an exemption certificate to Engineer. Engineer is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall Engineer be authorized to use the District's tax exemption number in securing such materials.

Section 19. Enforcement Costs

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover from the non prevailing party or parties reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

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A waiver by either the District or Engineer of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

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[Remainder of page intentionally left blank – signatures on next page]

IN WITNESS WHEREOF, the District and Engineer have made and executed this Contract on the dates hereinafter written.

ENGINEER:

_____, a _____ corporation

By: _____

Print Name:

Title:

Date: _____

DISTRICT:

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT,
a Special District of the State of Florida**

By: _____
D. Albrey Arrington, Ph.D., Executive Director

Attest:

By: _____

Print Name: _____

Date: _____

Approved as to Form and Legal Sufficiency:

By: _____