

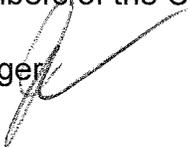
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City Council Agenda Item

Meeting of April 19, 2016

TO: The Honorable Mayor and Members of the City Council

FROM: James R. O'Connor, City Manager 

DATE: April 12, 2016

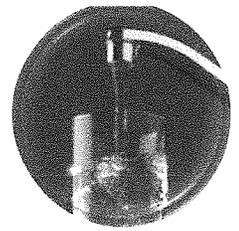
SUBJECT: Kimley-Horn and Associates, Inc. – Master Agreement and Work Order 1716-C-1: Wastewater Treatment Plant (WWTP) Sludge Handling Upgrades

REQUESTED BY: City Manager/Water and Sewer Director

The following is requested as it relates to the above-referenced agenda item:

Request Council review and approval based on the attached supporting documentation.

No action required. (Information only)



DEPARTMENTAL CORRESPONDENCE
WATER AND SEWER DEPARTMENT

To: James R. O'Connor
Dept.: City Manager

From: Robert J. Bolton, P.E., Director *RJB*

Date: April 6, 2016

**RE: Kimley-Horn and Associates, Inc.
Master Agreement and Work Order 1716-C-1: Wastewater Treatment
Plant (WWTP) Sludge Handling Upgrades**

Recommendation:

Place this item on the City Council's Agenda for April 19, 2016. Approve the referenced Master Agreement and Work Order with Kimley-Horn and Associates, Inc. to complete the construction phase services for the referenced project.

Funding:

The maximum fee under this work order is \$70,500. This is a lump sum work order in the amount of \$62,500. It may be necessary to raise the building slab involved in this project due to Building Department requirements. Should this be needed, Kimley-Horn and Associates, Inc. will prepare drawing modifications to reflect this change resulting in an additional charge of \$8,000. Funding is available via account number 423.9000.536.613008.

Background:

A work order (time and materials) for these services was previously approved by City Council on July 16, 2013, with ARCADIS, Inc., under their Master Agreement. Recently, the lead design engineer/project manager assigned to this project resigned from ARCADIS, Inc. and is now employed by Kimley-Horn and Associates, Inc. The City had a Master Agreement with Kimley-Horn and Associates which has expired.

Due to the complexity and point of progression on this project, it is not feasible to bring a new engineer up to speed. Doing so would result in substantial additional engineering fees and project delays. Therefore, staff highly recommends approving the attached Master Agreement and Work Order as referenced. This will allow the project to proceed without interruption.

ARCADIS, Inc. has been paid for all services to date. Due to design changes, an amendment for additional engineering services would have been required to complete this project with ARCADIS, Inc. A balance of \$27,768.52 still exists with ARCADIS, Inc. at this time.

RE: Kimley-Horn and Associates, Inc.
April 6, 2016
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Analysis:

Strengths: Approving this Master Agreement and Work Order will allow the lead engineer to remain on this project, thereby avoiding major project delays.

Weaknesses: None.

Opportunities: We have the opportunity to remain with the lead design engineer/project manager by approving the attached Master Agreement and associated Work Order (1716-C-1) for this project.

Threats: If the lead engineer is not retained, we will encounter additional costs and project delays.

Should you have any questions, please contact me at ext. 5220.

RB/sp
Attachments

xc: Cynthia D. Lawson, Director, Finance
John O'Brien, Manager, Purchasing and Warehouse Operations,
w/attachments

CITY OF VERO BEACH, FLORIDA
PROFESSIONAL SERVICES MASTER AGREEMENT
FOR
WASTEWATER TREATMENT PLANT (WWTP) SLUDGE HANDLING UPGRADES

THIS AGREEMENT, entered as of this _____ day of _____ 2016, by and between the CITY OF VERO BEACH, FLORIDA, a municipal corporation organized under the laws of the State of Florida, hereinafter "CITY", and KIMLEY-HORN AND ASSOCIATES, INC.", hereinafter referred to as "PROFESSIONAL".

WITNESSETH:

For and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and PROFESSIONAL agree as follows:

CITY hereby retains PROFESSIONAL to supply services to CITY as required and specified by CITY from time to time. PROFESSIONAL shall provide any and all services encompassing and related to the PROFESSIONAL's professional discipline(s) as designated above and specified by CITY. This agreement, together with any attachments, which are incorporated herein, shall be referred to as the "MASTER AGREEMENT" and shall be implemented by and a part of separate supplemental agreements that shall be designated "WORK ORDERS."

PROFESSIONAL agrees to supply the professional services to CITY for all phases of each project as specified and described in the individual WORK ORDERS and pursuant to this MASTER AGREEMENT. PROFESSIONAL shall serve as CITY's professional representative for the project set forth in each WORK ORDER and shall give professional advice to CITY during and related to performance of the services to be rendered under such WORK ORDER.

SECTION I - SCOPE OF SERVICES AND PROFESSIONAL'S RESPONSIBILITIES

- A. **GENERAL RESPONSIBILITIES.** PROFESSIONAL agrees to provide professional services to CITY, including any and all services generally and typically encompassed by and a function of PROFESSIONAL's professional discipline(s) and as more fully specified in connection with the project described in the applicable WORK ORDER(S). PROFESSIONAL shall use, in performing any and all services for CITY, the level of care, skill, and due diligence expected of and recognized by a reasonable, prudent and experienced professional in PROFESSIONAL's professional discipline(s), as the case may be, as being sound professional practice under similar conditions and circumstances. If PROFESSIONAL fails to possess and use such care, skill and due diligence in providing any and all professional services, PROFESSIONAL shall be

responsible to CITY for any loss or damages resulting there from, except as monetarily limited by Section VII.

B. SPECIFIC RESPONSIBILITIES.

1. The specific services to be provided by PROFESSIONAL shall be defined in each individual WORK ORDER prepared and approved by CITY. Each WORK ORDER shall include the project description, the scope of services to be provided by PROFESSIONAL, CITY's responsibilities, the time of performance, and the method and amount of compensation. WORK ORDERS shall be dated and sequentially numbered, and approved by CITY prior to a notice-to-proceed order being issued. Each WORK ORDER shall be deemed to incorporate and be subject to this MASTER AGREEMENT.
2. PROFESSIONAL's work shall commence only upon written authorization in the form of a notice-to-proceed order issued by CITY separate from this MASTER AGREEMENT and any WORK ORDER. PROFESSIONAL shall endeavor not to duplicate any previous work done on a project. After issuance of a WORK ORDER and written authorization to proceed, PROFESSIONAL shall consult with CITY to clarify and define CITY's requirements for the project and review all available data.
3. PROFESSIONAL shall attend conferences with CITY's representatives upon request.
4. ASSIST WITH OBTAINING
PROFESSIONAL shall ~~obtain~~ all permits required for performance of the work necessary to complete the project described in the applicable WORK ORDER. 
5. In order to accomplish the work described under this MASTER AGREEMENT and each WORK ORDER within the time frames and conditions set forth in this MASTER AGREEMENT and such WORK ORDERS, PROFESSIONAL agrees to observe the following requirements:
 - (a) PROFESSIONAL shall maintain an adequate and competent staff of professionally qualified persons, including, but not limited to, licensed architects, licensed professional engineers, registered surveyors, draftsmen, qualified biologists, computer technicians, and other employees, as each project may require, throughout the performance of this MASTER AGREEMENT and each WORK ORDER so as to achieve acceptable and timely completion of each WORK ORDER and project.

- (b) PROFESSIONAL shall comply with all federal, state, and local laws applicable to each project. PROFESSIONAL will design each project and perform PROFESSIONAL's services in such a manner as to be in conformance with all applicable federal, state and local laws, including, but not limited to, the Florida Department of Transportation's Manual on Uniform Minimum Standards for the Design, Construction, and Maintenance of Streets and Highways (Green Book), latest edition, the St. Johns River Water Management District's rules, and all other applicable requirements. The sealing, if required, of all plans, reports and documents prepared by PROFESSIONAL shall be governed by the laws and regulations of the State of Florida and the requirements of all applicable regulatory agencies.
- (c) PROFESSIONAL shall prepare all sketches, drawings and completed application forms and documents needed for CITY's applications for any and all required project permits, including, but not limited to those from all federal, state, and local governments and agencies.
- (d) Upon request of CITY, PROFESSIONAL shall provide assistance to CITY in preparation of all project grant applications, documents and drawings, as well as assistance in grant administration and compliance.
- (e) PROFESSIONAL shall cooperate fully with CITY in order that all phases of the work may be properly scheduled and coordinated. CITY's representatives shall have the right to inspect the work of PROFESSIONAL at any time.
- (f) PROFESSIONAL shall send a complete preliminary set of construction plans to all city, state and federal regulatory agencies, from which a permit or other approval is required, prior to final approval of the project design by CITY. PROFESSIONAL will coordinate the project design with all such agencies.
- (g) PROFESSIONAL shall contact all utility companies having installations in the vicinity of the proposed work and consider relocation of utilities, if necessary. PROFESSIONAL will provide CITY with necessary information relative to required utility adjustments, relocations and installations and will show all utilities on the final design plans. ↑
KNOWN 
- (h) PROFESSIONAL shall report the status of each WORK ORDER project to CITY upon request and hold all drawings, calculations

and related work open to the inspection of CITY's representatives at any time, upon reasonable request.

- (i) PROFESSIONAL shall, upon request of CITY, make available on electronic digital media the documents, specifications, sketches, drawings and other data produced by PROFESSIONAL under this MASTER AGREEMENT and any WORK ORDER. PROFESSIONAL may charge only the actual cost of such electronic digital media copies.
6. PROFESSIONAL shall furnish additional copies of the drawings, specifications and contract documents as required by CITY for prospective bidders, materials suppliers, federal, state and local agencies from whom approval of the project must be obtained, and other interested parties, but may charge only for the actual cost of such copies. Upon award of any contract arising out of PROFESSIONAL's work, PROFESSIONAL shall furnish to CITY the number of sets requested by CITY of the project drawings, specifications and reports produced by PROFESSIONAL. The cost of these sets of documents is not included in the basic compensation paid to PROFESSIONAL, but will be paid as a direct expense pursuant to Section VI of this MASTER AGREEMENT. All original documents, including, but not limited to, survey notes, field books, tracings, and the like, including all items furnished to PROFESSIONAL by CITY pursuant to this MASTER AGREEMENT or any WORK ORDER, are and shall remain the property of CITY, and shall be delivered to CITY upon completion of the work or at CITY's request, whichever occurs first.
7. All drawings prepared by PROFESSIONAL shall be of sufficient detail to permit the actual location of the proposed improvements on the ground. Property surveys, property plats, and legal descriptions for easements and real property to be acquired shall also be furnished to CITY by PROFESSIONAL. Negotiation for all real property rights shall be accomplished by CITY, unless CITY specifically requests PROFESSIONAL to perform such services in a WORK ORDER. In such event, PROFESSIONAL shall be compensated for the additional services as provided in such WORK ORDER.
8. Any additional work for a project's permitting required by a regulatory agency pursuant to regulations established after the date of the applicable WORK ORDER shall be an additional service. CITY shall compensate PROFESSIONAL for such additional work in accordance with the provisions herein and the applicable WORK ORDER and in accordance with the fee schedule provided in such WORK ORDER or the WORK ORDER authorizing such additional work. PROFESSIONAL shall obtain approval from CITY prior to commencement of any such additional work.

9. If CITY proposes to construct the improvements in a phased manner, PROFESSIONAL shall prepare detailed master plan drawings as required by the applicable WORK ORDER.
 10. Compensation to PROFESSIONAL for services rendered shall be in accordance with each WORK ORDER, mutually agreed upon by PROFESSIONAL and CITY. Unless otherwise stated in this MASTER AGREEMENT or a WORK ORDER hereunder, all services provided for in this MASTER AGREEMENT or such WORK ORDER are included within the scope of basic compensation provided for in each particular WORK ORDER
- C. SPECIAL CONSULTANTS. PROFESSIONAL agrees to assist and advise CITY, in determination of the need for and selection of any special consultants for the project covered under each WORK ORDER.
- D. SUBCONTRACTORS. Before the employment of any subcontractor by PROFESSIONAL in performance of the work under this MASTER AGREEMENT or any WORK ORDER, PROFESSIONAL shall obtain approval of such subcontractor from CITY, which approval shall not be unreasonably withhold. Any such subcontractor employed by PROFESSIONAL shall be subject to and comply with all applicable provisions of this MASTER AGREEMENT and the applicable WORK ORDERS hereunder and PROFESSIONAL shall be responsible for insuring such compliance.
- E. DESIGNATED PROFESSIONAL REPRESENTATIVE.
1. REPRESENTATIVE AS TO MASTER AGREEMENT. PROFESSIONAL designates the following listed individual as PROFESSIONAL's representative, to represent PROFESSIONAL in all matters pertaining to this MASTER AGREEMENT:

Name:	<u>Kevin M. Schanen, P.E.</u>
Title:	<u>Vice President</u>
Street Address:	<u>1920 Wekiva Way, Suite 200</u> <u>West Palm Beach, FL 33411</u>
Telephone:	<u>(561) 845-0665</u>
Facsimile:	<u>(561) 863-8175</u>
E-mail:	<u>kevin.schanen@kimley-horn.com</u>
 2. REPRESENTATIVE AS TO WORK ORDERS. PROFESSIONAL shall designate in each WORK ORDER its representative for all matters

pertaining to the performance of the work under such WORK ORDER together with such representative's contact information.

3. Designated representatives and contact information may be changed by the giving of written notice as provided herein.

SECTION II - CITY RESPONSIBILITIES

A. DATA TO BE FURNISHED. CITY agrees to provide to PROFESSIONAL the following documents, material, and data as required in connection with the work to be performed under this MASTER AGREEMENT and each WORK ORDER hereunder:

1. A copy of all available preliminary data or reports in the possession of CITY that are pertinent to the project, such as survey notes, existing location surveys, topographic surveys, and related documents.
2. A copy of all available drawings, right-of-way maps, and other documents in possession of CITY that are pertinent to the project.

B. OTHER CITY RESPONSIBILITIES. CITY shall be responsible for:

1. Acquiring all rights-of-way, easements and other rights in real property as necessary to complete the project described in the applicable WORK ORDER.
2. Making provisions for PROFESSIONAL to enter upon public or private property as required for PROFESSIONAL to perform PROFESSIONAL's services.
3. Promptly executing all permit applications prepared and coordinated by PROFESSIONAL needed to expedite the acquisition of any local, state or federal permits made necessary by the project described in the applicable WORK ORDER.
4. Those additional CITY responsibilities as set forth in the terms of the applicable WORK ORDER issued pursuant to this MASTER AGREEMENT.

C. DESIGNATED CITY REPRESENTATIVE.

1. REPRESENTATIVE AS TO MASTER AGREEMENT. CITY designates the following listed individual as CITY's designated representative, to represent CITY in all matters pertaining to this MASTER AGREEMENT.

Name: Robert J. Bolton, P.E.
Title: Director of Water and Sewer
Street Address: 17 17th Street
Mailing Address: P.O. Box 1389
Vero Beach, Florida 32961-1389
Telephone: (772) 978-5220
Facsimile: (772) 978-5215
Email: rbolton@covb.org

2. REPRESENTATIVE AS TO WORK ORDERS. CITY shall designate in each WORK ORDER its representative for all matters pertaining to performance of the work under such WORK ORDER together with such representative's address, telephone number and facsimile number.
3. Designated representatives and contact information may be changed by the giving of written notice as provided herein.
4. Designation of CITY representatives notwithstanding, it is understood that final authority for CITY on all matters rests solely with the City Council and PROFESSIONAL acknowledges this fact.

SECTION III - CHANGES AND ADDITIONAL WORK

Any changes in the work or additional work necessitated by unforeseen conditions, or by changes to a project's plans or scope of the project due to requests of CITY after approval and acceptance of the plans and scope by CITY, shall be subject of and may commence only upon approval and issuance by CITY of an additional WORK ORDER and notice-to-proceed. Such change in the work or additional work shall be performed by PROFESSIONAL in accordance with the fee schedule provided in such WORK ORDER.

SECTION IV - DURATION OF AGREEMENT

- A. MASTER AGREEMENT. This MASTER AGREEMENT shall be and remain in full force and effect for a period of one (1) years after the date of execution hereof or until completion of all project phases as specified by CITY, unless otherwise terminated pursuant to the terms of this MASTER AGREEMENT.
- B. WORK ORDER. Each WORK ORDER shall specify the time frames agreed to by CITY and SERVICES PROVIDER for services to be rendered under the WORK ORDER.

- C. ORDERLY AND CONTINUOUS PROGRESS. The provisions of this MASTER AGREEMENT and each WORK ORDER, unless stated otherwise, anticipate the orderly and continuous progress of each project.

SECTION V - TERMINATION

- A. TERMINATION BY EITHER PARTY WITHOUT CAUSE. Either party shall have the right at any time to terminate this MASTER AGREEMENT in its entirety without cause, or to terminate any WORK ORDER without cause, provided that thirty (30) days prior written notice of the intent to terminate is delivered by certified mail or personal delivery to the designated representative of the other party. In the event that a WORK ORDER is being terminated, the terminating party shall identify the specific WORK ORDER being terminated and the specific WORK ORDER(S) to be continued to completion pursuant to the provisions of this MASTER AGREEMENT. This MASTER AGREEMENT shall remain in full force and effect as to all authorized WORK ORDERS that are to be continued to completion.
- B. DELIVERY OF DOCUMENTS. Upon termination of this MASTER AGREEMENT or any WORK ORDER by either party, PROFESSIONAL shall, within ten (10) days, or any extensions thereto as may be mutually agreed to by the parties, deliver or otherwise make available to CITY all documents, materials, files and electronic digital media, including, but not limited to, reports, drawings, plans, specifications, and other data and documents, that have been obtained, prepared or produced by PROFESSIONAL in performing services under this MASTER AGREEMENT and the pertinent WORK ORDER, regardless of whether the work on such documents and materials has been completed or is in progress.
- C. PAYMENT IN THE EVENT OF TERMINATION. In the event this MASTER AGREEMENT or any WORK ORDER is terminated by either party prior to final completion, PROFESSIONAL shall receive payment from CITY for the unpaid portion, if any, of PROFESSIONAL's services actually provided under this MASTER AGREEMENT and the applicable WORK ORDER to the date of termination, provided that PROFESSIONAL is not in default of any provision of this MASTER AGREEMENT or the applicable WORK ORDER.

SECTION VI - PAYMENTS TO PROFESSIONAL

CITY agrees to pay and PROFESSIONAL agrees to accept, for services rendered pursuant to this MASTER AGREEMENT and any WORK ORDER hereunder, fees in accordance with the following conditions:

- A. PROFESSIONAL SERVICES FEE.
1. The basic compensation of PROFESSIONAL shall be mutually agreed upon by PROFESSIONAL and CITY prior to issuance of each WORK

ORDER and shall be included in the WORK ORDER for review and approval by CITY.

2. PROFESSIONAL acknowledges that CITY is exempt from sales taxes and CITY shall not be invoiced for same.
3. Each WORK ORDER may be divided into units of deliverables or phases of work, including, but not limited to, reports, findings, drawings, drafts, or other work product, that must be received and accepted in writing by CITY's designated representative prior to approval of payment for such work.
4. Fees and other charges for services shall be invoiced monthly or as otherwise provided in the applicable WORK ORDER. PROFESSIONAL shall submit duly certified and proper invoices for approval, in triplicate, to CITY's representative designated in the applicable WORK ORDER. Such invoices shall be reviewed by CITY and, if approved, shall be submitted to the CITY's chief disbursement officer for payment together with certification that the services invoiced have been rendered and that the services are in conformity with this MASTER AGREEMENT and the applicable WORK ORDER. In any case in which an improper invoice is submitted by PROFESSIONAL, CITY shall within ten (10) business days after such improper invoice is received by the designated CITY representative, notify PROFESSIONAL that the invoice is improper and indicate what corrective action on the part of PROFESSIONAL is needed to make the invoice proper.
5. The payment due date for invoices shall be forty-five (45) days after a certified and proper invoice is received by the CITY's chief disbursement officer after approval by the appropriate CITY representative, or if required, approval by City Council. However, if CITY notifies PROFESSIONAL by such due date that CITY disputes the invoice or any portion thereof, the payment due date for such disputed invoice or portion shall be as provided herein for resolution of invoice payment disputes. Payment of any undisputed invoice or undisputed portion of an invoice not made by CITY to PROFESSIONAL by the due date shall begin to bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. PROFESSIONAL must invoice CITY for any interest accrued in order to receive the interest payment.
6. In the event a dispute occurs between CITY and PROFESSIONAL concerning payment of an invoice, such disagreement shall be resolved by the Director of CITY's Department having responsibility for the applicable WORK ORDER. The Department Director shall proceed, not later than forty-five (45) days after the date on which a proper invoice was received by CITY, to resolve the dispute by good faith consultation with

PROFESSIONAL and CITY's representative(s) and such proceeding shall be concluded by final decision not later than sixty (60) days after the date on which a proper invoice was received by CITY. CITY shall pay PROFESSIONAL the amount agreed between the parties as proper for the invoice or, if agreement cannot be reached, the amount determined by the Director to be proper for the invoice. Such payment shall be less any amounts previously paid by CITY with respect to such invoice. In the event that PROFESSIONAL disputes the decision of the Director, PROFESSIONAL shall appeal such decision as provided in the Code of Ordinances of the City of Vero Beach or such dispute shall be deemed waived and the Director's decision shall be final.

7. If an invoice payment dispute is resolved in favor of CITY, then interest charges shall begin to accrue fifteen (15) days after CITY's final decision. If such dispute is resolved in favor of PROFESSIONAL, then interest shall begin to accrue as of the original date the payment became due, which due date shall be calculated as forty-five (45) days from the appropriate date provided in Section 218.73, Florida Statutes, as it may be amended.
8. In the event it is determined that CITY has overpaid an invoice, PROFESSIONAL shall refund to CITY the amount of such overpayment within forty-five (45) days of such determination. If the overpayment is not refunded by PROFESSIONAL within that time, such overpayment shall begin to bear interest from thirty (30) days after such refund due date at the rate of one percent (1%) per month on the unpaid balance.
9. The due date and treatment of invoices for construction services, as defined in Section 218.72, Florida Statutes, if applicable, shall be as provided in Section 218.735, Florida Statutes, as those sections may be amended.
10. In order for both parties to close their books and records, PROFESSIONAL shall clearly state "Final Invoice" on PROFESSIONAL's final billing to CITY for each WORK ORDER, as applicable. PROFESSIONAL shall submit with such Final Invoice certification that all services under the applicable WORK ORDER have been performed and that all charges and costs have been invoiced to CITY, together with a list of all subcontractors and suppliers providing goods or services under the applicable WORK ORDER and certification that all such subcontractors and suppliers have been fully paid. No Final Invoice shall be approved for payment until PROFESSIONAL has fully complied with this provision.

B. DIRECT PROJECT EXPENSES.

"DIRECT PROJECT EXPENSES" means actual expenses incurred in connection with a Project as described in paragraphs 1 through 4 below. CITY agrees to pay DIRECT PROJECT EXPENSES as follows:

1. Soil Survey. CITY shall make direct payment to the approved soil laboratory for soil survey work approved by CITY in writing, that is necessary in furtherance of the project.
2. Printing and Reproduction. CITY shall make direct payment to PROFESSIONAL for the properly documented cost of printing and reproduction. The maximum cost allowed per blueprint shall be \$1.00 per sheet and for each mylar or sepia shall be \$4.00 per sheet, unless otherwise specified in the WORK ORDER.
3. Per Diem and Travel Expenses. CITY shall reimburse PROFESSIONAL the actual cost of all properly documented travel related expenses in accordance with rates and rules established by Chapter 112, Florida Statutes, including, but not limited to, meals, lodging, and transportation necessary for project related work accomplished away from PROFESSIONAL's office.
4. Recording, Permit Fees, Other Expenses. CITY shall reimburse SERVICE PROVIDER for the actual cost of properly documented recording, permit fees and other project expenses that are not included within PROFESSIONAL's basic compensation as provided in the applicable WORK ORDER.

- C. TRUTH-IN-NEGOTIATION CERTIFICATION. In accordance with Florida Statutes Section 287.055(5)(a), for any lump-sum or cost-plus-a-fixed-fee professional service authorized by a WORK ORDER issued pursuant to this MASTER AGREEMENT in which the fee is over the threshold amount provided in Florida Statutes Section 287.017 for Category Four, as it may be amended, PROFESSIONAL hereby certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of said WORK ORDER. The original contract price set forth in said WORK ORDER and any additions thereto will be adjusted to exclude any significant sums by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of the pertinent WORK ORDER.

SECTION VII - INSURANCE AND INDEMNIFICATION

Revised 04/10/2015

A. General

Before starting and until acceptance of the work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified below.

The contractor shall require each of his subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified below. It shall be the responsibility of the contractor to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. The City reserves the right to request proof of subcontractor's insurance from the contractor.

B. Coverage

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Workers' Compensation

\$500,000 each accident
\$500,000 bodily injury by disease each employee
\$500,000 bodily injury by disease policy limit

Workers' Compensation insurance must meet mandatory statutory limits for employers with three or more employees.

2. Commercial General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include:

\$1,000,000 per occurrence/2,000,000 aggregate

Products and Completed Operations - Contractors shall maintain in force until at least three years after completion of all services required under the contract, coverage for products and completed operations, including Broad Form Property Damage.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the

Insurance Services Office and must include \$1,000,000 /combined single limit (CSL)

4. **Umbrella** - \$1,000,000 per occurrence. Otherwise, \$2,000,000 per occurrence, if the contract exceeds 180 days or \$300,000.
5. **Professional Liability** - SERVICE PROVIDER shall maintain in force, during the duration of this AGREEMENT and acceptance by CITY of the work performed by SERVICE PROVIDER, professional liability insurance providing coverage for all claims arising out of SERVICE PROVIDER's performance of the professional services under this AGREEMENT.

\$2,000,000 per occurrence

6. **Certificates of Insurance** - Certificates of all insurance required from the contractor shall be filed with the City and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier, stating the types of coverage provided, limits of liability and expiration dates, shall be filed with the City before operations are commenced. The City of Vero Beach shall be identified as an additional insured for general and automobile liability coverage's required above. A copy of the additional insured endorsement must be attached and contain language no less restrictive than ISO Form CG 20 10 07 04 13 or ISO Form CG 20 33 07 04 13. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this contract and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this contract. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration.
7. **Notice of Cancellation and/or Restriction** - Each policy must be endorsed to provide the City with a minimum of thirty (30) days notice of cancellation and/or restriction, ten days (10) days notification for non-payment.

SECTION VIII - ACCESS TO RECORDS/AUDIT RIGHTS

PROFESSIONAL shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this MASTER AGREEMENT and WORK ORDERS hereunder. All such time records and cost data shall be maintained in accordance with generally-accepted accounting principles. PROFESSIONAL shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of federal and state regulatory agencies and this MASTER AGREEMENT. CITY's representatives shall have access upon request to such books, records, documents, time and costs accounts

and other evidence for inspection, auditing and copying. Any such inspection, auditing and copying shall be at CITY's expense.

PROFESSIONAL shall maintain and allow access to the records required under this section for a period of three (3) years after completion of the services provided under this MASTER AGREEMENT and date of final payment for such services, or date of termination of this MASTER AGREEMENT as provided herein.

For each project and WORK ORDER hereunder, PROFESSIONAL will maintain separate accounting records that will include, but not be limited to, timecards, job cost records, invoices, and all other such data necessary to identify project and WORK ORDER costs. Said records will be made available to CITY's representatives for inspection, auditing and copying at PROFESSIONAL's office upon request and at CITY's expense.

PROFESSIONAL shall allow public access to all documents, papers, letters, and other material that is subject to the provisions of Chapter 119, Florida Statutes, and made or received by PROFESSIONAL in conjunction with this MASTER AGREEMENT or any WORK ORDER hereunder. PROFESSIONAL shall immediately inform CITY of any and all public records requests made to PROFESSIONAL and coordinate with CITY the PROFESSIONAL's compliance with such request.

SECTION IX - OWNERSHIP AND REUSE OF DOCUMENTS

- A. OWNERSHIP OF DOCUMENTS. It is understood and agreed by the parties hereto that all documents and materials, including, but not limited to, reports, tracings, plans, specifications, field books, survey information, maps, contract documents, and any other data used, developed or produced by PROFESSIONAL or at PROFESSIONAL's direction for the purpose of this MASTER AGREEMENT and any WORK ORDER hereunder, shall become the property of CITY and shall be made available by PROFESSIONAL at any time upon request of CITY's representatives. When all work contemplated under this MASTER AGREEMENT or any WORK ORDER is complete, all of such documents shall be delivered to CITY's designated representative.
- B. REUSE OR PUBLICATION OF DOCUMENTS. All documents, including, but not limited to, drawings and specifications, prepared or produced by PROFESSIONAL for a specific project pursuant to this MASTER AGREEMENT and any WORK ORDER, are related exclusively to the services described in this MASTER AGREEMENT and the WORK ORDER(S) for such project. Unless otherwise provided in a WORK ORDER or other supplemental agreement, they are not intended or represented to be suitable for reuse by CITY or others on extensions of the subject project or on any other project and any such utilization or adaptation shall entitle PROFESSIONAL to additional compensation at a rate to be agreed upon by CITY and PROFESSIONAL. PROFESSIONAL shall not be liable for any reuse of the documents unless such reuse is intended by the

WORK ORDER or the reuse is agreed to by the parties hereto. PROFESSIONAL shall not be liable for any modifications made to the documents by other than PROFESSIONAL or anyone directly or indirectly employed by PROFESSIONAL. Any documents provided to, prepared or assembled by PROFESSIONAL and PROFESSIONAL's subcontractors under this MASTER AGREEMENT and any WORK ORDER hereunder shall be kept solely as property of CITY and shall not be made available to any individual or organization without the prior written approval of CITY. PROFESSIONAL shall not publish any information or documents concerning a project under this MASTER AGREEMENT or any WORK ORDER without the written consent of CITY.

SECTION X - NOTICES

All notices, certificates, reports, requests, demands, materials and any other communications hereunder or pursuant to any WORK ORDER shall be in writing and deemed to have been duly given (i) upon delivery (personally, by courier service such as FedEx or by other messenger) to the address of the appropriate party's designated representative as set forth in the applicable WORK ORDER; or (ii) upon receipt as evidenced by the appropriate form of the United States Postal Service after mailing by United States registered or certified mail, return receipt requested, postage prepaid to such address; or (iii) upon mailing if such registered or certified mail is refused by the recipient or returned unclaimed to the sender.

SECTION XI - PROHIBITION AGAINST CONTINGENT FEES

In accordance with Section 287.055(6)(a), Florida Statutes, PROFESSIONAL warrants that PROFESSIONAL has not employed or retained any company or person, other than a bona fide employee working solely for PROFESSIONAL, to solicit or secure this MASTER AGREEMENT or any WORK ORDER hereunder and that PROFESSIONAL has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for PROFESSIONAL, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this MASTER AGREEMENT or any WORK ORDER hereunder. For breach or violation of this provision, CITY shall have the right to terminate this MASTER AGREEMENT and any WORK ORDER hereunder without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION XII - REMEDIES

Any remedies provided in this MASTER AGREEMENT or any WORK ORDER shall be deemed cumulative and additional and are not in lieu of or exclusive of each other or of any other rights or remedies any party hereto otherwise has by law, equity or statute. In any action arising under this MASTER AGREEMENT or any WORK ORDER issued hereunder, the prevailing party is entitled to recover a reasonable fee for the services of

the prevailing party's attorney through trial and appeal, in an amount to be determined by the court, together with the prevailing party's costs of the action. In the event each party shall partially prevail in such action, costs and reasonable attorneys' fees shall be equitably apportioned between the parties by the court.

SECTION XIII – RIGHT OF DECISION

PROFESSIONAL shall perform all project services and work to the satisfaction of the Director of CITY's Department having authority over the prosecution of the work contemplated by the WORK ORDER, which Director shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this MASTER AGREEMENT and the subject WORK ORDER and according to the prosecution and fulfillment of the services and work there under, and the character, quality, amount and value of such services and work. Such Director's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties. In the event that PROFESSIONAL disputes a decision of such Director upon any matter, PROFESSIONAL shall appeal the disputed decision in the manner provided in the Code of Ordinances of the City of Vero Beach or such dispute shall be deemed waived.

SECTION XIV - ENTIRE AGREEMENT, VALIDITY, APPLICABLE LAW, VENUE

This MASTER AGREEMENT, together with all WORK ORDERS subsequently issued hereunder by CITY, shall embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged into this MASTER AGREEMENT and such WORK ORDERS.

The parties hereto and their respective legal counsel participated, or the parties hereto were given the opportunity to have their legal counsel participate in the preparation of this MASTER AGREEMENT and each WORK ORDER hereunder; therefore, this MASTER AGREEMENT and each WORK ORDER issued hereunder shall be construed neither against nor in favor of any party hereto, but rather in accordance with the fair meaning thereof.

Neither this MASTER AGREEMENT nor any WORK ORDER issued hereunder may be amended, modified, changed, or supplemented in whole or in part except by an instrument in writing signed by the party or parties against whom enforcement of any such amendment, modification, change or supplement is sought.

The failure of any party at any time or times to require performance of any provision of this MASTER AGREEMENT or any WORK ORDER hereunder shall in no manner affect such party's right to enforce the same. A party may waive a provision of this MASTER AGREEMENT or any WORK ORDER hereunder only in a signed writing specifically stating what is waived. The waiver by any party of any breach of any provision of this MASTER AGREEMENT or any WORK ORDER hereunder shall not be construed to be

a waiver by any such party of any succeeding breach of that provision or any other provision.

The invalidity, illegality or unenforceability of any provision or provisions of this MASTER AGREEMENT or any WORK ORDER hereunder will not affect any other provision of this MASTER AGREEMENT or such WORK ORDER, which shall remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this MASTER AGREEMENT or any related WORK ORDER affect the balance of such provision. In the event that any one or more of the provisions contained in this MASTER AGREEMENT or any WORK ORDER hereunder or portion thereof shall for any reason be finally held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, this MASTER AGREEMENT and any such WORK ORDER shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained therein.

The title of this MASTER AGREEMENT and any WORK ORDER hereunder and the section and paragraph headings contained in this MASTER AGREEMENT and such WORK ORDER are not substantive parts of this MASTER AGREEMENT or such WORK ORDER and shall not expand, limit or restrict this MASTER AGREEMENT or such WORK ORDER in any way.

This MASTER AGREEMENT and any WORK ORDER hereunder, regardless of where executed, shall be governed by and construed according to Florida law. The parties agree that venue for resolution of any dispute arising hereunder shall only be in Indian River County, Florida.

This MASTER AGREEMENT and any WORK ORDER hereunder may be executed in one or more counterparts, each of which shall be deemed an original and all which together will constitute one and the same instrument.

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion--Primary Covered Transactions**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

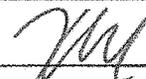
(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Handwritten Signature of Authorized Principal(s):

NAME (print): KEVIN SCHANEN

SIGNATURE: 

TITLE: VICE PRESIDENT

NAME OF FIRM: KILLEY-HOW AND ASSOCIATES, INC.

DATE: 4/5/16

CITY OF VERO BEACH, FLORIDA:
Work Order No. 1716-C, Wastewater Treatment Plant Sludge Handling Upgrades

IN WITNESS WHEREOF, the parties hereto have executed this MASTER AGREEMENT as of the date first written above.

PROFESSIONAL SERVICES PROVIDER:

KIMLEY-HORN AND ASSOCIATES, INC.

WITNESSED BY:

Sign: [Signature]
Print: Jonathan P. Hays

Sign: [Signature]
Print: FANNIE HOWARD

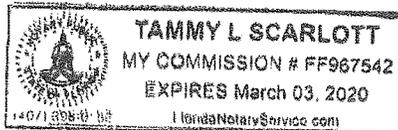
BY: [Signature]
Sign: [Signature]
Print: KEVIN SCHANEN
Title: VICE PRESIDENT

Sign: [Signature]
Print: CHRISTOPHER HEGGEN
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 5 day of April, 2016, by Kevin Schanen, as Vice President of Kimley-Horn & Assoc., who is personally known to me; OR presented _____ as identification; and who did not take an oath.

State of Florida at Large (seal)



NOTARY PUBLIC

Sign: [Signature]
Print: TAMMY L SCARLOTT
Commission No.: _____
My Commission Expires: _____

Kimley»Horn

Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 17, 2015 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (A copy of the employee lists as presented is enclosed.)

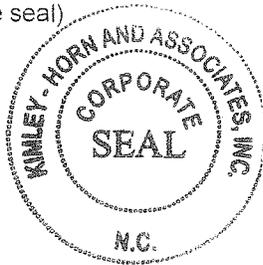
The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: January 15, 2016



Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2015

CALIFORNIA

LOS ANGELES DT

Blume, Robert D.
Phaneuf, Alyssa S.

LOS ANGELES SFV

Fares, Jean B.

OAKLAND

Dankberg, Adam J.
Durrenberger, Randal R.

ORANGE

Adrian, Darren J.
Ciandella, Serine A.
Fares, George B.
Hourigan, E. Vincent
Kerry, Nicole M.
Matson, Jason B.
Phillips, Chad E.

PLEASANTON

Mowery, Michael C.
Sowers, Brian E.

SACRAMENTO

Coppin, Thomas G.
Melvin, Enda
Squires, Christopher A.

SAN DIEGO

Barlow, Matthew T.
Harry, Jennifer L.
Kaltsas, Joseph D.
Knapton, Michael J.
Landaal, Dennis J.
Podegracz, Anthony J.
Ross, Michael S.

SAN JOSE

Hedayat, Leyla
Venter Frederik J.

FLORIDA

BOCA-DELRAY

Schwartz, Michael F.

CORAL GABLES

Fernandez, Jorge L.

FORT LAUDERDALE

Alam, Mudassar M.
Barnes, Roy R.
Capelli, Jill A.
Kyle, Gregory S.
Ratay, Gary R.
Saxena, K.K.

JACKSONVILLE

Mecca, Joseph P.
Roland, George E.

LAKELAND

Bulloch, Kelly B.
Wilson, Mark E.

MIAMI

Baldo, Burt L.
Buchler, Aaron E.

OCALA

Bryant, M. Lewis
Busche, Richard V.

ORLANDO

Chau, Hao T.
Jackson, Jay R.
Martin, Jonathan A.
Mingonet, Milton S.
Thigpen, Jonathan D.

SARASOTA

Nadeau, Gary J.
Schmid, Seth E.
Stovall, Thomas M.

TALLAHASSEE

Barr, Richard R.
Sewell, Jon S.

TAMPA

Campbell, David C.
Gilner, Scott W.
White, Wayne E.

VERO BEACH

Cave, Derrick B.
Good, Brian A.
Peed, Brooks H.
Roberson, Kevin M.

WEST PALM BEACH

Atz, John C.
Bardt, David R.
Cherry, Paul L.
Ingram, Jerry W.
Jackson, Kenneth W.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Sumislaski, James M.
Walthall, David W.

MID-AMERICA

CHICAGO

DOWNTOWN

Dvorak, Jr., William E.
Morton, Jr., Arthur J.

CHICAGO

SUBURBAN

Antony, Dean M.

NEW YORK

Nejad, Anush A.

NORTHERN VIRGINIA

Barber, Christopher G.
Chavers, James T.
Lefton, Steven E.
Martin, Robert J.
Murphy, Terence T.
Sauro, Thomas J.
Whyte, Richard D.
Yarnal, Brian D.

RICHMOND

Brewer, Brian J.
White, Timothy E.

TWIN CITIES

Bishop, Mark C.
Danielson, Paul B.
Horn, Jon B.
Leverett, Christopher C.
Smalkoski, Brian R.

VIRGINIA BEACH

Carter, Erica V.
Mackey, William F.
Marscheider, Edward A.
Nash, William A.
Tewksbury, Carl F.

MOUNTAIN

DENVER

Colvin, Scott W.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin

LAS VEGAS

Ackeret, Kenneth W.
Colety, Michael D.

MESA

Margetts, Sterling T.
Marin, Laura S.

PHOENIX

Conrad, John R.
Hermann, Michael J.
Kissinger, John C.
Leistiko, David J.
Mutti, Brent H.
Noon, Lisa K.
Omais, Ahmad A.
Pretorius, Petrus S.
Purtle, Vicki L.
Schiller, Michael G.
Walnum, Nathan C.

TUCSON

Crowther, Brent C.

SOUTHEAST

ALPHARETTA

Fanney, Lawson H.

ATLANTA

Rushing, Michael L.
Walker, John D.
Wilson, Deborah L.

ATLANTA MIDTOWN

Fink, Kenneth L.
Meador, Emily H.
Montanye, Emmeline F.
Ross, Robert A.
Stricklin, David L.
Webb, Floyd C.

CARY

Adams, Richard C.
Barber, Barry L.
Byrd, Michael N.
Cook, Richard N.
Deans, Neil T.
Dunzo, Mark W.
Flanagan, Tammy L.
McEntee, David L.
Nuckols, Charles A.
Rohrbaugh, Richard R.
Venters, Samantha
Voisin, William J.
Wilson, Jon E.
Wilson, Mark S.

CHARLOTTE

Blakley, Jr., Stephen W.
Edwards, Matthew A.
Hume, Robert M.
Wilhelm, William R.

MEMPHIS

Collins, James F.
Danley, Drake E.

NASHVILLE

Benditz, John F.
Rhodes, Christopher D.

RALEIGH-DOWNTOWN

Burchett, Thomas F.
Penny, H.D.

TEXAS

AUSTIN

Boecker, Brian C.
Van Leeuwen, Andrew

DALLAS

Burns, Gregory B.
Hall, James R.
Henigsmann, Dean A.
Hoppers, Kevin P.
Nathan, Aaron W.
Smith, Eric Z.
Swindler, Roderick P.
Wilshire, Roy L.

FORT WORTH

Arnold, Scott R.
Gary, Glenn A.
James, Jeffery

FRISCO

Brignon, Brit A.
McCracken, Paul D.

HOUSTON

Fryinger, Chris V.
Guillory, Michael B.

LAS COLINAS

Tribble, Guy B.
Warren, Loy F.

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 17, 2015

These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

CALIFORNIA

LOS ANGELES DT

Chakravarthy, Srikanth
Choi, Michael

LOS ANGELES SFV

Wakenhut, Jonathan R.

OAKLAND

Akwabi, Kwasi
Dean, Felicia C.

ORANGE

Holst, Tyler J.
Melvin, M. Pearse

PLEASANTON

Pulliam, John E.
Tsoi, Kevin K.

SACRAMENTO

Klein, Paul A.
Weir, Matthew D.

SAN DIEGO

Espelet, Leonardo E.
Hart, Patrick B.
Meyerhofer, Peter N.
Sorenson, David K.
Washkowiak, Michael S.

SAN JOSE

Pittalwala, Fareed S.
Worthington-Forbes, Laura

FLORIDA

BOCA-DELRAY

Spruce, Michael D.

FORT LAUDERDALE

Falce, Christopher T.
McWilliams, John J.
Robertson, Stewart E.

FORT MYERS

Van Buskirk, Peter T.

JACKSONVILLE

Schilling, William J.

LAKELAND

Lewis, Jason A

MIAMI

Collier, Julio A.

ORLANDO

Burkett, Leon F.
Tate, Jr., S. Clif

SARASOTA

Waddill, William D.

TALLAHASSEE

Wetherell, Ryan S.

TAMPA

Hatton, Christopher C.

VERO BEACH

Kiefer, Michael E.
Van Rens, Peter J.

WEST PALM BEACH

Fairchild, Angelina
Heggen, Christopher W
Potts, John E.

MID-AMERICA

CHICAGO DOWNTOWN

Lemmon, Peter

CHICAGO SUBURBAN

Heinen, Andrew N.
Sjogren, Timothy

INDIANAPOLIS

Butz, Jr., William A.

NORTHERN VIRGINIA

Elman, Paul D.
Kauppila, John L.
Papazian, Edward Y.
Stevens, Ross S.

RICHMOND

Ellington, David B.
Lickliter, Ashley C.
Musarra, Salvatore J.

TWIN CITIES

Coyle, Daniel J.
Henderson, Benjamin J.
Lincoln, Thomas J.
Matzek, William D.
Pertzsch, Jerry D.
Witzig, Jeanne M.

VIRGINIA BEACH

Chambers, Jon S.
Collins, Carroll J.
France, William D.
Jucksch, Rebecca R.
Miller, Edward W.
Royal, Jack R.

MOUNTAIN

DENVER

Krell, Gabriel M.
Steder, Matthew C.
Turner, Meaghan M.
Valentine, Brian W.

LAS VEGAS

Moles, Richard A.

MESA

Grandy, Michael L.

PHOENIX

Burgess, Lisa M.
Burns, Leslie D.
Delmarter, Michael L.
Haney, Stephen E.
Norby, Michael A.
Perillo, Adam C.

RENO

O'Brien, Molly M.

TUCSON

Solis, Richard P.

SOUTHEAST

ALPHARETTA

Hamilton, James R.
West, Brian B.

ATLANTA

Newton, Gary T.
Nix, Christopher J.

ATLANTA MIDTOWN

House, Jeffrey T.
Strychalski, Raymond P.

CARY

Horn, Ross M.
Moore, Jeffrey W.
Reed, Elizabeth A.
Robinson, Larry D.
Rivenbark, Jeremy A.

CHARLOTTE

Hampton, Eric C.
Shelton, Michael A.
Watts, Austin L.
COLUMBIA
Guy, Jonathan R.

DURHAM DOWNTOWN

Lewellyn, Earl R.

MEMPHIS

Monroe, Kenneth W.

NASHVILLE

Coode, David A.
Dufour, Zachary J.
McMaster, Ryan

RALEIGH-DOWNTOWN

Bishop, Peter A.
Bostic, Christopher O.
Cochran, Adam P.
Hachem, Stephanie L.
Sutter, Karl V.

TEXAS

BRYAN/COLLEGE

STATION

Harris, Joseph C.

DALLAS

Galloway, Steven D.
Gaskey, Kevin S.
Kacir, Kent C.
Lucas, Matthew A.
Underwood, Sarah M.
Williamson, Sarah T.

FORT WORTH

Morales, Hugo

FRISCO

Dickey, Kyle A.
Harris, Mark E.
Millner, Daniel C.

HOUSTON

Freeman, Jr., Steven C.
Fryinger, Ashley M.
Gillis, Brian R.
Kirkland, Mark R.

LAS COLINAS

Delmotte, Ryan M.

MCKINNEY

Riccardi, Joseph C.

SAN ANTONIO

Cox, B. Matthew
Gose, Stephen C.
Holscher, Nicholas F.

**CITY OF VERO BEACH, FLORIDA
DEPARTMENT: WATER AND SEWER
PROJECT: WASTEWATER TREATMENT PLANT (WWTP)
SLUDGE HANDLING UPGRADES**

**WORK ORDER NO. 1716-C-1
TO PROFESSIONAL SERVICES MASTER AGREEMENT
DATED _____, 2016 BETWEEN CITY OF VERO BEACH
AND KIMLEY-HORN AND ASSOCIATES, INC.**

This Work Order is issued pursuant to and incorporates herein that certain Professional Services Master Agreement ("Master Agreement") entered into on April __, 2016 by and between the City of Vero Beach, Florida ("City") and Kimley-Horn and Associates, Inc. ("Service Provider").

City requests and Service Provider agrees to provide the services specified herein pursuant to the terms and conditions herein set forth and in the Master Agreement.

SECTION 1 – PROJECT DESCRIPTION

The City intends to upgrade its solids handling facilities at the WWTP to provide a long term more cost effective approach. The new facilities will incorporate the use of the CleanB System manufactured by BCR, Inc. and a Centrisys centrifuge for dewatering. The centrifuge and CleanB System will be located in a in a pre-engineered metal building. The building will be erected on the foundation of an existing but abandoned vacuum assisted drying bed. The CleanB equipment will be contained in a ventilated portion of the building with a common roof to an open structure where the centrifuge and truck loading area is located.

Kimley-Horn and Associates, Inc. will complete the construction phase services for the project. The facilities have been designed and permitted through the Florida Department of Environmental Protection (FDEP) by another firm. The project has been bid, a contractor selected and the construction period commenced. To date, there has been no field activity. It is noted that during the Building Department review process a possible need to raise the floor slab elevation by adding fill and pouring a new slab above the existing slab was identified. Should this need be confirmed, Kimley-Horn and Associates, Inc. will prepare plans to describe the details only to the extent required for Building Department permitting.

SECTION 2 – SCOPE OF SERVICES

1. Administer the construction contract and perform all "Engineer" duties set forth in the construction contract. Specific tasks include:

Monthly Progress Meetings. Kimley-Horn and Associates, Inc. will conduct monthly progress meetings with the awarded contractor, and the City's Project Manager. Kimley-Horn and Associates, Inc. will be responsible for preparing the agenda, chairing, and preparing minutes from the meetings.

Submittal Review: Kimley-Horn and Associates, Inc. will review submittals from the contractor including shop drawings, product data, schedules, and progress payments. Kimley-Horn and Associates, Inc. will be responsible for receiving and distributing the submittals and corresponding directly with the Contractor.

Pay Request Review: Kimley-Horn and Associates, Inc. will receive, review and provide recommendations for payment to the City of Vero Beach for work completed.

Requests for Information: Kimley-Horn and Associates, Inc. will review and respond to Requests for Information (RFI) and Clarification submitted by the Contractor.

Field and Change Orders: Kimley-Horn and Associates, Inc. will issue field change orders, requests for quotation, work change directives, and change orders as needed throughout the project. If change orders financially impact the project, Kimley-Horn and Associates, Inc. will request a meeting with the City to review contract modification.

Project Close Out: Kimley-Horn and Associates, Inc. shall conduct project close out services including:

- Conducting substantial completion and final completion walk through, and issuing punch lists following each walk through.
 - Incorporation of as-built information provided by the Contractor into a final set of Record Drawings.
 - Review final close out change orders and payment requests from the Contractor for processing by the City.
 - Conduct a final walk through with City utility staff prior to final acceptance by the City.
2. Provide part-time resident project representation and coordinate activities with any inspector provided by the City. The part-time resident project representative will be present primarily for the purpose of witnessing density tests, concrete pours, megger tests, ground grid resistance tests, and surface preparation prior to application of prime coats.
 3. Coordinate system start-ups and certify completion with FDEP if the work is found to be in general conformance with the Contract Documents.
 4. Should it be necessary to raise the building slab to accommodate the Building Department requirements, Kimley-Horn and Associates, Inc. will prepare drawing modifications to reflect the change in sufficient detail to submit to the Building Department.

SECTION 3 – SPECIFICATIONS

None

SECTION 4 – CITY RESPONSIBILITIES

The following shall be responsibilities of City in addition to those provided in the Master Agreement:

1. The City will pay all permit fees directly to the agency.
2. The cost to perform the construction services portion of the work assumes completion within the time frame set forth in the construction contract plus an anticipated contract extension of 30 days.
3. The City will provide on-site inspection services for day-to-day construction progress activities and coordinate to keep Kimley-Horn and Associates, Inc. informed.
4. The required time during the course of the construction project from the Kimley-Horn and Associates, Inc. resident project representative will not exceed 100 hours.
5. The City will provide up-to-date plans for the project in AutoCAD format and specifications/contract documents in pdf format.

SECTION 5 – TIME OF PERFORMANCE

Service Provider shall continue work immediately upon approval of this Work Order to avoid any project delays. The completion time will be in conjunction with the CleanB and Dewatering Residual Treatment System contract between the City and BCR Environmental Corporation.

SECTION 6 – COMPENSATION

City agrees to pay and Service Provider agrees to accept, for services rendered pursuant to the Scope of Services and Specifications identified in this Work Order and in accordance with the conditions set forth in this Work Order and the Master Agreement, a maximum fee under this Work Order of \$70,500. This fee and the payment schedule for said fee is itemized as follows:

\$62,500 Lump Sum for Scope of Service Item Nos. 1-3;
\$ 8,000 Only if Item No. 4, Scope of Services, is required.

Account No.: 423.9000.536.613008

SECTION 7 – OTHER/ADDITIONAL CONDITIONS

Invoices: Kimley-Horn and Associates, Inc. will submit invoices to Client for each month during which services were performed. Invoices may include carrying charges at 1.5% per month for delinquent payments outstanding over 30 days and applicable sales or value-added taxes.

SECTION 8 – RELATION TO MASTER AGREEMENT

All conditions set forth in the Master Agreement shall control unless otherwise specified in this Work Order.

SECTION 9 - DESIGNATED SERVICE PROVIDER REPRESENTATIVE.

Service Provider designates the following listed individual as Service Provider's representative, to represent Service Provider in all matters pertaining to this Work Order:

Name: Kevin M. Schanen, P.E.
Title: Vice President
Address: 1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Telephone: (561) 845-0665
Facsimile: (561) 863-8175

SECTION 10 - DESIGNATED CITY REPRESENTATIVE.

City designates the following listed individual as City's designated representative, to represent City in all matters pertaining to this Work Order.

Name: Robert J. Bolton, P.E.
Title: Water and Sewer Director
Street Address: 17 17th Street
Mailing Address: P.O. Box 1389
Vero Beach, FL 32961-1389
Telephone: (772) 978-5220
Facsimile: (772) 978-5215

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion--Primary Covered Transactions**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Handwritten Signature of Authorized Principal(s):

NAME (print): KEVIN SCHWANEN

SIGNATURE: 

TITLE: VICE PRESIDENT

NAME OF FIRM: KIMLEY-HORN AND ASSOCIATES, INC.

DATE: 4/5/16

CITY OF VERO BEACH, FLORIDA:

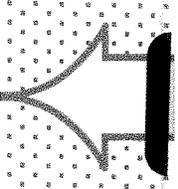
Work Order No. 1716-C-1, Wastewater Treatment Plant Sludge Handling Upgrades

ATTEST:

CITY OF VERO BEACH

Sign: _____
Print: Tammy K. Vock
Title: City Clerk

BY: _____
Sign: _____
Print: Jay Kramer
Title: Mayor



STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Jay Kramer as Mayor of the City Vero Beach, Florida and attested by Tammy K. Vock, as City Clerk, of the City of Vero Beach, Florida. They are both known to me.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large (seal)
Commission No.: _____
My Commission Expires: _____

Approved as to form and legal sufficiency:

Wayne R. Coment 4/11/16
City Attorney Date
Wayne R. Coment

Approved as conforming to municipal policy:

James R. O'Connor 4/12/16
City Manager Date
James R. O'Connor

Approved as to technical requirements:

Robert J. Bolton 4/6/16
Director of Water and Sewer Date
Robert J. Bolton

Approved as to appropriate funding:

Cynthia D. Lawson
Finance Director Date
Cynthia D. Lawson

Kimley » Horn

Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 17, 2015 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (A copy of the employee lists as presented is enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: January 15, 2016



Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2015

CALIFORNIA

LOS ANGELES DT

Blume, Robert D.
Phaneuf, Alyssa S.

LOS ANGELES SFV

Fares, Jean B.

OAKLAND

Dankberg, Adam J.
Durrenberger, Randal R.

ORANGE

Adrian, Darren J.
Ciandella, Serine A.
Fares, George B.
Hourigan, E. Vincent
Kerry, Nicole M.
Matson, Jason B.
Phillips, Chad E.

PLEASANTON

Mowery, Michael C.
Sowers, Brian E.

SACRAMENTO

Coppin, Thomas G.
Melvin, Enda
Squires, Christopher A.

SAN DIEGO

Barlow, Matthew T.
Harry, Jennifer L.
Kaltsas, Joseph D.
Knapton, Michael J.
Landaal, Dennis J.
Podegracz, Anthony J.
Ross, Michael S.

SAN JOSE

Hedayat, Leyla
Venter Frederik J.

FLORIDA

BOCA-DELRAY

Schwartz, Michael F.

CORAL GABLES

Fernandez, Jorge L.

FORT LAUDERDALE

Alam, Mudassar M.
Barnes, Roy R.
Capelli, Jill A.
Kyle, Gregory S.
Ratay, Gary R.
Saxena, K.K.

JACKSONVILLE

Mecca, Joseph P.
Roland, George E.

LAKELAND

Bulloch, Kelly B.
Wilson, Mark E.

MIAMI

Baldo, Burt L.
Buchler, Aaron E.

OCALA

Bryant, M. Lewis
Busche, Richard V.

ORLANDO

Chau, Hao T.
Jackson, Jay R.
Martin, Jonathan A.
Mingonet, Milton S.
Thigpen, Jonathan D.

SARASOTA

Nadeau, Gary J.
Schmid, Seth E.
Stovall, Thomas M.

TALLAHASSEE

Barr, Richard R.
Sewell, Jon S.

TAMPA

Campbell, David C.
Gilner, Scott W.
White, Wayne E.

VERO BEACH

Cave, Derrick B.
Good, Brian A.
Peed, Brooks H.
Roberson, Kevin M.

WEST PALM BEACH

Atz, John C.
Bardt, David R.
Cherry, Paul L.
Ingram, Jerry W.
Jackson, Kenneth W.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Sumislaski, James M.
Walthall, David W.

MID-AMERICA

CHICAGO

DOWNTOWN
Dvorak, Jr., William E.
Morton, Jr., Arthur J.

CHICAGO

SUBURBAN
Antony, Dean M.

NEW YORK

Nejad, Anush A.

NORTHERN VIRGINIA

Barber, Christopher G.
Chavers, James T.
Lefton, Steven E.
Martin, Robert J.
Murphy, Terence T.
Sauro, Thomas J.
Whyte, Richard D.
Yarnal, Brian D.

RICHMOND

Brewer, Brian J.
White, Timothy E.

TWIN CITIES

Bishop, Mark C.
Danielson, Paul B.
Horn, Jon B.
Leverett, Christopher C.
Smalkoski, Brian R.

VIRGINIA BEACH

Carter, Erica V.
Mackey, William F.
Marscheider, Edward A.
Nash, William A.
Tewksbury, Carl F.

MOUNTAIN

DENVER

Colvin, Scott W.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin

LAS VEGAS

Ackeret, Kenneth W.
Colety, Michael D.

MESA

Margetts, Sterling T.
Marin, Laura S.

PHOENIX

Conrad, John R.
Hermann, Michael J.
Kissinger, John C.
Leistiko, David J.
Mutti, Brent H.
Noon, Lisa K.
Omais, Ahmad A.
Pretorius, Petrus S.
Purtle, Vicki L.
Schiller, Michael G.
Walnum, Nathan C.

TUCSON

Crowther, Brent C.

SOUTHEAST

ALPHARETTA

Fanney, Lawson H.

ATLANTA

Rushing, Michael L.
Walker, John D.
Wilson, Deborah L.

ATLANTA MIDTOWN

Fink, Kenneth L.
Meador, Emily H.
Montanye, Emmeline F.
Ross, Robert A.
Stricklin, David L.
Webb, Floyd C.

CARY

Adams, Richard C.
Barber, Barry L.
Byrd, Michael N.
Cook, Richard N.
Deans, Neil T.
Dunzo, Mark W.
Flanagan, Tammy L.
McEntee, David L.
Nuckols, Charles A.
Rohrbaugh, Richard R.
Venters, Samantha
Voisin, William J.
Wilson, Jon E.
Wilson, Mark S.

CHARLOTTE

Blakley, Jr., Stephen W.
Edwards, Matthew A.
Hume, Robert M.
Wilhelm, William R.

MEMPHIS

Collins, James F.
Danley, Drake E.

NASHVILLE

Benditz, John F.
Rhodes, Christopher D.

RALEIGH-DOWNTOWN

Burchett, Thomas F.
Penny, H.D.

TEXAS

AUSTIN

Boecker, Brian C.
Van Leeuwen, Andrew

DALLAS

Burns, Gregory B.
Hall, James R.
Henigsman, Dean A.
Hoppers, Kevin P.
Nathan, Aaron W.
Smith, Eric Z.
Swindler, Roderick P.
Wilshire, Roy L.

FORT WORTH

Arnold, Scott R.
Gary, Glenn A.
James, Jeffery

FRISCO

Brignon, Brit A.
McCracken, Paul D.

HOUSTON

Fryssinger, Chris V.
Guillory, Michael B.

LAS COLINAS

Tribble, Guy B.
Warren, Loy F.

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 17, 2015

These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

CALIFORNIA

LOS ANGELES DT

Chakravarthy, Srikanth
Choi, Michael

LOS ANGELES SFV

Wakenhut, Jonathan R.

OAKLAND

Akwabi, Kwasi
Dean, Felicia C.

ORANGE

Holst, Tyler J.
Melvin, M. Pearse

PLEASANTON

Pulliam, John E.
Tsoi, Kevin K.

SACRAMENTO

Klein, Paul A.
Weir, Matthew D.

SAN DIEGO

Espelet, Leonardo E.
Hart, Patrick B
Meyerhofer, Peter N.
Sorenson, David K.
Washkowiak, Michael S.

SAN JOSE

Pittalwala, Fareed S.
Worthington-Forbes, Laura

FLORIDA

BOCA-DELRAY

Spruce, Michael D.

FORT LAUDERDALE

Falce, Christopher T.
McWilliams, John J.
Robertson, Stewart E.

FORT MYERS

Van Buskirk, Peter T.

JACKSONVILLE

Schilling, William J.

LAKELAND

Lewis, Jason A

MIAMI

Collier, Julio A.

ORLANDO

Burkett, Leon F.
Tate, Jr., S. Clif

SARASOTA

Waddill, William D.

TALLAHASSEE

Wetherell, Ryan S.

TAMPA

Hatton, Christopher C.

VERO BEACH

Kiefer, Michael E.
Van Rens, Peter J.

WEST PALM BEACH

Fairchild, Angelina
Heggen, Christopher W
Potts, John E.

MID-AMERICA

CHICAGO DOWNTOWN

Lemmon, Peter

CHICAGO SUBURBAN

Heinen, Andrew N.
Sjogren, Timothy

INDIANAPOLIS

Butz, Jr., William A.

NORTHERN VIRGINIA

Elman, Paul D.
Kauppila, John L.
Papazian, Edward Y.
Stevens, Ross S.

RICHMOND

Ellington, David B.
Lickliter, Ashley C.
Musarra, Salvatore J.

TWIN CITIES

Coyle, Daniel J.
Henderson, Benjamin J.
Lincoln, Thomas J.
Matzek, William D.
Pertsch, Jerry D.
Witzig, Jeanne M.

VIRGINIA BEACH

Chambers, Jon S.
Collins, Carroll J.
France, William D.
Jucksch, Rebecca R.
Miller, Edward W.
Royal, Jack R.

MOUNTAIN

DENVER

Krell, Gabriel M.
Steder, Matthew C.
Turner, Meaghan M.
Valentine, Brian W.

LAS VEGAS

Moles, Richard A.

MESA

Grandy, Michael L.

PHOENIX

Burgess, Lisa M.
Burns, Leslie D.
Delmarter, Michael L.
Haney, Stephen E.
Norby, Michael A.
Perillo, Adam C.

RENO

O'Brien, Molly M.

TUCSON

Solis, Richard P.

SOUTHEAST

ALPHARETTA

Hamilton, James R.
West, Brian B.

ATLANTA

Newton, Gary T.
Nix, Christopher J.

ATLANTA MIDTOWN

House, Jeffrey T.
Strychalski, Raymond P.

CARY

Horn, Ross M.
Moore, Jeffrey W.
Reed, Elizabeth A.
Robinson, Larry D.
Rivenbark, Jeremy A.

CHARLOTTE

Hampton, Eric C.
Shelton, Michael A.
Watts, Austin L.
COLUMBIA
Guy, Jonathan R.

DURHAM DOWNTOWN

Lewellyn, Earl R.

MEMPHIS

Monroe, Kenneth W.

NASHVILLE

Coode, David A.
Dufour, Zachary J.
McMaster, Ryan

RALEIGH-DOWNTOWN

Bishop, Peter A.
Bostic, Christopher O.
Cochran, Adam P.
Hachem, Stephanie L.
Sutter, Karl V.

TEXAS

BRYAN/COLLEGE STATION

Harris, Joseph C.

DALLAS

Galloway, Steven D.
Gaskey, Kevin S.
Kacir, Kent C.
Lucas, Matthew A.
Underwood, Sarah M.
Williamson, Sarah T.

FORT WORTH

Morales, Hugo

FRISCO

Dickey, Kyle A.
Harris, Mark E.
Millner, Daniel C.

HOUSTON

Freeman, Jr., Steven C.
Frysiner, Ashley M.
Gillis, Brian R.
Kirkland, Mark R.

LAS COLINAS

Delmotte, Ryan M.

MCKINNEY

Riccardi, Joseph C.

SAN ANTONIO

Cox, B. Matthew
Gose, Stephen C.
Holscher, Nicholas F.