

NOTE

Resolution 2010-085

The Insurance Certificate has not been submitted by King Engineering.

This information was transmitted to Emily McCord.

8/27/10

**RESOLUTION NO. 2010 - 085**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH KING ENGINEERING ASSOCIATES, INC. FOR TOWN DRAINAGE ENGINEERING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town published a request for letters of interest seeking qualified vendors for Drainage Engineering Services on November 5, 2009; and

**WHEREAS**, in furtherance of the requirements established by the Florida Statutes and the Town's Procurement Code, the Town established a Selection and Negotiation Committee (SNC) to review the responses; and

**WHEREAS**, Florida Statutes require the Town to utilize the Consultant's Competitive Negotiation Act (C.C.N.A. - Florida Statute 287.055), which requires the Town to evaluate the proposals via an interview process or by an analysis of documents submitted; and

**WHEREAS**, on December 3, 2009, the Town opened eleven responses to its request for letters of interest; and

**WHEREAS**, on January, 20, 2010, after reviewing the packages, at an advertised public hearing, the Town's Selection and Negotiation Committee (SNC) voted to shortlist to five vendors; and

**WHEREAS**, on February 24, 2010, at an advertised public hearing, the five vendors made presentations and answered questions posed by the SNC; and

**WHEREAS**, the SNC recommended the following ranking to the Town Council: (1) King Engineering Associates; (2) Higgins Engineering; (3) Chen and Associates; (4) Craven and Thompson; and (5) RJ Behar and Associates; and

**WHEREAS**, on June 21, 2010, the SNC met to enter into negotiations with King Engineering Associates, the highest ranked firm, and voted unanimously to transmit the negotiated contract to the Town Council for approval; and

**WHEREAS**, the scope of services includes the various engineering issues relating to drainage.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

**Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.

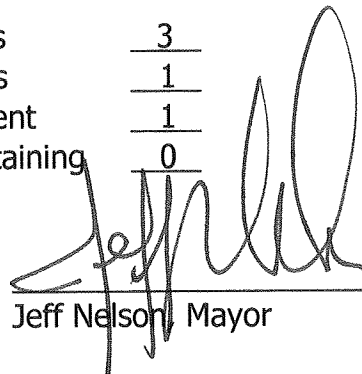
**Section 2.** The Town Council hereby approves the Agreement between the Town of Southwest Ranches and King Engineering Associates, in substantially the same form as that attached hereto as Exhibit "A", for the Town's Drainage Engineering Services.

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions, which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4.** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 4<sup>th</sup> day of August 2010, on a motion by Vice Mayor Knight and seconded by Council Member Breitreuz.

Nelson	<u>AYE</u>	Ayes	<u>3</u>
Knight	<u>AYE</u>	Nays	<u>1</u>
Fisikelli	<u>NO</u>	Absent	<u>1</u>
Breitreuz	<u>AYE</u>	Abstaining	<u>0</u>
McKay	<u>Absent</u>		

  
\_\_\_\_\_  
Jeff Nelson, Mayor

ATTEST:



Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Keith Poliakov, Town Attorney

ACTIVE: 3050305\_1

**CONTRACT FOR PROFESSIONAL ENGINEERING  
CONSULTING SERVICES - DRAINAGE**

THIS CONTRACT is made and entered into this 18<sup>th</sup> day of August 2010, by and between the TOWN of SOUTHWEST RANCHES, Florida, hereinafter referred to as "TOWN", and, KING ENGINEERING ASSOCIATES, INC., a Florida corporation licensed as an Authorized Professional Engineering Company with the State of Florida under License No. 2610 with qualifying engineer, Keith Allan Appenzeller, License No. 29383 and with the engineer with responsible charge for the projects under this Contract, Agustin E. Maristany, License No. 33351, collectively hereinafter referred to as "ENGINEER".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultants' Competitive Negotiation Act, Fla. Stat. §287.055 and the TOWN's Procurement Code; and,

WHEREAS, the TOWN desires to engage the ENGINEER to perform certain professional engineering services in accordance with this CONTRACT, as defined by the Consultants' Competitive Negotiation Act; and

WHEREAS, the ENGINEER desires to provide such professional engineering services in accordance with this CONTRACT; and

WHEREAS, the TOWN represents that it has the authority to engage the ENGINEER and accept the obligation for payment, within the maximum amount budgeted for each fiscal year for all expenses under this CONTRACT, for the services desired as set forth in this CONTRACT as approved by the TOWN's Resolution No. 2010-085.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this CONTRACT, it is mutually understood and agreed as follows:

The above Recitals are true and correct and are incorporated herein and made a part of this CONTRACT.

**Project No.** \_\_\_\_\_

## ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

1.1 Standard of Care. All Services rendered by ENGINEER and its consultants pursuant to this CONTRACT will be performed in accordance with the standard of professional skill and care required for Engineers and other design professionals retained to provide professional engineer consulting services related to the planning, design, and engineering of the TOWN's drainage plans, as well as other professional engineering services for projects under this CONTRACT. ENGINEER will perform all Services consistent with the interests of the TOWN and in accordance with the requirements of the State of Florida, including those promulgated by the South Florida Water Management District ("SFWMD"), the Central Broward Water Control District ("CBWCD"), South Broward Drainage District ("SBDD"), the Florida Department of Environmental Protection ("DEP"), the Florida Department of Transportation ("FDOT"), Broward County, Florida, the applicable edition of the Florida Building Code, with Broward County Amendments ("Florida Building Code") and all other applicable codes, laws, regulations, ordinances, and all other applicable standards that govern the design and construction of projects under this CONTRACT, including those of the Federal Emergency Management Agency ("FEMA"), the U.S. Army Corps of Engineers and the Environmental Protection Agency ("EPA") as well as those requirements imposed by other governmental authorities having jurisdiction over the TOWN. ENGINEER agrees to timely perform its Services so as not to delay the TOWN and the Work for the TOWN's projects under this CONTRACT, time being of the essence.

1.1.1 Points of Contact. The TOWN's Designated Point of Contact shall be:

**Mr. Charles H. Lynn, AICP                      or his designee**  
**Town Administrator**  
**6589 SW 160 Avenue**  
**Southwest Ranches, FL 33331**  
**954.434.0008, [clynn@southwestranches.org](mailto:clynn@southwestranches.org)**

The ENGINEER's Designated Point of Contact shall be:

**Mr. Agustin E. Maristany, P.E.**  
**8390 NW 53 Street, Suite 200**  
**Doral, FL 33166**  
**305.392.9979, [amaristany@kingengineering.com](mailto:amaristany@kingengineering.com)**

1.1.2 Licensing and Other Obligations of Engineer. The ENGINEER will provide appropriate documentation to the TOWN to demonstrate that it and all of its consultants are properly licensed to perform all Services relative to this CONTRACT.

1.1.2.1 A consultant is a person or entity who the ENGINEER has retained and who the ENGINEER will pay to perform any of the Services described in this CONTRACT.

Reasonable funds for such payment have been included as part of ENGINEER's compensation under this CONTRACT. Specific Consultants retained for this CONTRACT by ENGINEER include:

(a) **Ross Engineering Inc.** a Florida corporation licensed as an Authorized Professional Engineering Company with the State of Florida under License No. 9808 with qualifying engineer, Robert J. Ross, License No. 59485, retained for plan review, stormwater design, H&H Modeling, civil and permitting services; and

(b) **Geosol, Inc.**, a Florida corporation licensed as an Authorized Professional Engineering Company with the State of Florida under License No. 8530 with qualifying engineer, Oracio Riccobono, License No. 49324, for geotechnical services.

1.1.2.2 The ENGINEER shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees or persons performing any of the Services under this CONTRACT.

1.1.2.3 The ENGINEER shall have the sole obligation and responsibility to select, control and supervise all of its consultants. The ENGINEER may not contract with anyone with whom the TOWN has a reasonable objection. Contracts between the ENGINEER and the consultants shall require each consultant to be bound to the ENGINEER for all obligations and responsibilities which the ENGINEER, by this CONTRACT assumes toward the TOWN. This provision also applies to substitute consultants hired during the course of this CONTRACT to replace existing consultants in accordance with this CONTRACT.

1.1.2.4 The ENGINEER and its consultants will perform, without expense to the TOWN, such Services as may be required to correct or remedy any negligent act, error or omission of the ENGINEER or its consultants.

1.1.3 Scope of Services. Specific Services may include, but are not limited to, the following tasks, which shall only be performed upon the express written direction of the Town Administrator in a Services Authorization Form:

- Provide input to TOWN concerning the development of policies and procedures concerning filling, excavating, and clearing of lands, reviewing and prioritizing drainage needs, and developing a comprehensive tertiary drainage plan.
- Serve as project manager for the design development of drainage and stormwater projects; define scope of work for TOWN for said projects; review construction proposals; conduct pre-construction meetings; meet with TOWN Departments and other agencies to resolve problems relevant to assigned design development projects; review and approve progress payments for contractors.
- Plan, coordinate and actively participate in the preparation of preliminary and final plans and specifications for municipal drainage and stormwater projects; review work in progress and submit finished products to the TOWN for approval.

- Plan, coordinate, supervise and participate in field surveying, engineering, and inspection of municipal projects; participate in right-of-way acquisition proceedings; receive and resolve difficult and public complaints and requests.
- Prepare drainage and stormwater engineering studies and reports on future projects.
- Plan changes in engineering methods and procedures; attend and participate in meetings, conferences and advisory boards.
- Write and review engineering requirements in conditions of approval for private development projects; recommend approval of improvement and grading plans.
- Administer Capital Improvement Project contracts and construction projects; prepare cost estimates.
- Planning, design, and engineering of the TOWN's drainage plans
- Periodic development, design, permitting, and coordination of TOWN's tertiary drainage system and tertiary map update
- Periodic development and design of plans and permitting
- Site inspection
- Survey of sites
- Soil Borings
- Capital engineering project oversight and design and permitting, as requested
- Review of capital engineering implementation and planning
- Tertiary drainage design, permitting, coordination, and drainage plan update
- Water quality management / Best Management Practices
- Provide expert testimony on behalf of the TOWN for court and code enforcement proceedings
- Coordinate and manage the development of environmental permits
- Assist in value engineering of environmental issues
- Assist in review of environmental drawings
- Coordination of mitigation implementation
- Schedule job meetings
- Monitor project progress schedules
- Monitor and evaluate scope of work changes and facilities issues
- Interagency Coordination with:
  - SFWMD
  - SBDD
  - CBWCD
  - Broward County Departments and Agencies
  - Army Corps of Engineers
  - Department of Environmental Protection
- Specific Projects may include the following:
  - Green Meadows
  - 196<sup>th</sup> Avenue
  - 188<sup>th</sup> Avenue Canal
  - Drainage Board coordination
  - Drainage Easement Vacations and Dedications Review
  - Catch Basin repair and management

- NPDES Annual Reporting

1.1.4 Consultants. The ENGINEER shall retain responsibility for coordination of any consultants engaged by the ENGINEER to provide Services under this CONTRACT and will likewise coordinate its Services with those consultants retained by the Town. Town agrees that all communications of the Town with the ENGINEER's consultants will be made through the ENGINEER's Representative, unless such consultants have also been retained by the Town.

1.1.5 Conflicts of Interest. The ENGINEER shall not engage in any activity, or accept any employment, receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the ENGINEER's professional judgment with respect to this CONTRACT.

## ARTICLE 2 - TOWN-PROVIDED ITEMS

2.1 Town's Documents. To the extent the TOWN has existing plans, including site plans, soil borings, other geotechnical information, or other information that the TOWN understands to be relevant to Services of the ENGINEER that have been requested under this CONTRACT ("Existing Documentation"), the TOWN will endeavor to provide such Existing Documentation to ENGINEER.

2.2 Service Authorization Form. As the need for professional engineering services arises, the TOWN shall prepare and present to ENGINEER a completed Services Authorization Form, utilizing the form attached hereto as **Exhibit "A"**.

## ARTICLE 3 - FEES

3.1 Amounts Payable. The Town shall pay the ENGINEER a fee as set forth on the Services Authorization Form (Exhibit "A"), which fee shall be in accordance with the rates set forth on the fee-schedule document, as approved by TOWN's Resolution No. 2010- 085, attached hereto as **Exhibit "B"**. Expenses under this CONTRACT ("Reimbursable Expenses") are to be incurred only upon issuance of a written and executed Services Authorization Form that has been signed by the Town Administrator. Reimbursable Expenses include only actual expenditures made by the ENGINEER or its consultants in the interest of projects under this CONTRACT, including courier service or other pre-approved expenses. In-house copies made by ENGINEER or its consultants, for internal use, are not to be charged to the Town. The anticipated reasonable and necessary travel costs for specific projects shall be included within the Services Authorization for such project, provided, however, ENGINEER's travel time and mileage for periodic trips to the TOWN shall be at no charge, unless, in the TOWN's sole discretion, reimbursement for such trips is deemed warranted. Trips outside of the Broward County area are reimbursable for the travel time and mileage from portal to portal. The mileage reimbursement rate for such reimbursable trips will be calculated at the prevailing Federal reimbursement rate for mileage.



3.2 Invoices for Payment. Payment on account of services rendered under this CONTRACT shall be made no more often than monthly, upon presentation of the ENGINEER's invoice of professional services and Reimbursable Expenses along with a partial waiver and release from ENGINEER indicating a release of all claims, including, but not limited to, equitable liens, through the last date of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the Town, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this CONTRACT.

3.3 Payment Timing. Payment on account of undisputed amounts, for the ENGINEER's services as well as any Reimbursable Expenses, shall be made within thirty (30) days of invoice date for services rendered and/or expenses incurred.

3.4 Interest. Payments due the ENGINEER and unpaid past sixty (60) days shall bear interest at the statutory rate set by the State of Florida for the year in which said payment became due.

3.5 Prompt Payment Act. Payment for the ENGINEER's services will be made in accordance with the local government Prompt Payment Act Section 218.73, Florida Statutes (2009).

#### **ARTICLE 4 - CHANGE IN SERVICES**

4.1 Definition of Change. Change in the services to be performed by the ENGINEER or the ENGINEER's consultants, may only be accomplished after execution of this CONTRACT, without invalidating the CONTRACT, by mutual agreement and execution of a written Change in Services Authorization. ENGINEER assumes all risks and responsibilities for performing all Services on behalf of the TOWN for the amount determined in accordance with Article 3. The TOWN shall not be liable for any cost increases that may arise during the performance of Services. Any adjustments to the Services by written Change in Services Authorization issued in accordance with the terms and conditions of this CONTRACT. To the extent that ENGINEER proceeds to perform additional Services in excess of those Services described in an executed Services Authorization Form that has been signed by the Town Administrator without an executed written Change in Services Authorization issued in accordance with this CONTRACT, such Services shall be at ENGINEER'S own risk at no charge to TOWN.

#### **ARTICLE 5 - OWNERSHIP OF DOCUMENTS**

5.1 Instruments of Service. Drawings, specifications and other documents, including those in electronic form, provided by permittees, or prepared by the ENGINEER or the ENGINEER's consultants are Instruments of Service. The permittee's engineer's, the ENGINEER and the ENGINEER's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The TOWN's right of use in accordance with this Paragraph specifically authorizes the TOWN to utilize the Instruments of Service to complete the projects under this CONTRACT

as well as to perform alterations, repair and additions to the projects under this CONTRACT. This right of use applies even if this CONTRACT is terminated. Upon the TOWN's request by a Service Authorization, the ENGINEER and its consultants will furnish to the TOWN, one set of paper copies at no cost with electronic data and computer files of their Drawings and Specifications and other Instruments of Service also provided without further cost.

5.2 Official Distribution/Submission. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the projects under this CONTRACT is not to be construed as publication in derogation of the Town's or ENGINEER's rights.

5.3 TOWN's Use Provisions. ENGINEER represents and warrants to TOWN that it is the owner of all Instruments of Service prepared by itself and has the sole authority to grant TOWN use provisions of these Instruments of Service in accordance with this CONTRACT. With respect to Instruments of Service for the projects under this CONTRACT owned by ENGINEER's consultants, ENGINEER, in its agreements with such consultants to provide services for projects under this CONTRACT, shall cause such consultants to grant to the TOWN the same use provisions as are included herein. Additionally, to the extent the TOWN requests use of Instruments of Service prepared by a permittee's engineer, the ENGINEER, as a condition precedent to the issuance of a permit for such permittee, shall cause such permittee's engineer to grant to the TOWN the same use provisions as are included herein.

## **ARTICLE 6 - TERMINATION BY ENGINEER**

If the TOWN fails to make payment for services not in or related to a dispute, for more than 60 days after such payment is due or otherwise materially defaults under the terms of this CONTRACT, the ENGINEER, provided it is not in default, may, after 30 days written notice to the TOWN of such default, terminate the CONTRACT.

## **ARTICLE 7 - TERMINATION BY TOWN**

### **7.1 Termination for Convenience.**

7.1.1 Termination for Convenience by TOWN. This CONTRACT may be terminated by the Town for convenience upon at least thirty days' written notice to the ENGINEER. Under such conditions, ENGINEER will only be entitled to receive compensation for Services rendered that are specifically within the Services for which the Town Administrator has, in writing, authorized ENGINEER to proceed and only up through the date that is no later than thirty days after the date written notice for such termination for convenience is issued by the Town to ENGINEER. ENGINEER will also be able to recover its direct, actual and reasonable expenses that are directly attributed to the termination for convenience. Upon receipt of a notice of termination for convenience by the Town, the ENGINEER will initiate all reasonable steps to

mitigate further expenses from accruing. No other compensation and/or damages will be due ENGINEER from the Town pursuant to this Paragraph.

7.1.2 Termination for Convenience by ENGINEER. This CONTRACT may be terminated by the ENGINEER for convenience upon at least one hundred twenty (120) days' written notice to the TOWN. Under such conditions, within those 120 days, ENGINEER shall complete all open, executed Service Authorizations that the TOWN, in its sole discretion, desires to be completed by the ENGINEER. Upon satisfactory completion of said Services, ENGINEER shall be entitled to receive compensation for those authorized Services rendered for which the TOWN has not previously paid ENGINEER.

7.2 Default by ENGINEER. In addition to defaults resulting from the ENGINEER's failure to strictly comply with any term, condition, or agreement set forth herein, the ENGINEER shall be in default under this CONTRACT if:

A. The ENGINEER ceases to carry the insurance required hereunder or the insurance is cancelled.

B. A default should occur in the performance of any consultant or engineer employed by the ENGINEER and not corrected by ENGINEER or another replacement consultant or engineer employed by ENGINEER within ten (10) days after notice from the TOWN.

C. The ENGINEER fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.

D. The ENGINEER fails to timely pay any consultant employed by the ENGINEER. Notwithstanding the foregoing, ENGINEER shall have the right to contest disputed invoices in good faith, without being in default of this CONTRACT, but will bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith within ten (10) days of the date of recording of such lien.

E. The ENGINEER fails to correct any error or material inconsistency in its or its consultants Drawings and Specifications or other Instruments of Service within ten (10) days after such error or material inconsistency is reported to the ENGINEER.

F. The ENGINEER fails to perform its obligations under this CONTRACT in a timely and expeditious manner within ten (10) days after notice from the TOWN.

7.3 TOWN'S Compensation for Default by ENGINEER. In the event of termination due to the fault of the ENGINEER under this CONTRACT, the TOWN shall be compensated for all reasonable costs and expenses including reasonable attorneys' fees and costs incurred in connection with replacing the ENGINEER hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement ENGINEER and the completion of the ENGINEER's Services hereunder. This is not intended to limit the Town's rights or ability to recover damages in the event of a breach by the ENGINEER under this CONTRACT.

Additionally, the Town shall have the right to use the ENGINEER's Drawings, Specifications and other Instruments of Service in the event of a default by the ENGINEER, regardless of the payment status for such Instruments of Service.

## ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Governing Law, Jurisdiction, Venue and Attorney's Fees. In the event of any action, litigation, or proceedings of any type regarding or relating to performance of this CONTRACT, the prevailing party shall be entitled to recover its reasonable costs, expert's fees and attorney's fees at all hearing, trial, bankruptcy, and appellate levels. All disputes pursuant to this CONTRACT shall be first subject to mediation in Broward County with a Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional engineering services for construction projects similar to the projects under this CONTRACT. Failing resolution by mediation, any litigation shall be filed in a court of competent jurisdiction and the sole and exclusive venue shall be in Broward County, Florida. This CONTRACT shall be governed by the laws of the State of Florida.

### 8.1.1 WAIVER OF RIGHT TO JURY TRIAL

BY ENTERING INTO THIS CONTRACT, ENGINEER AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS CONTRACT.

8.2 Insurance Coverages and Minimum Amounts. ENGINEER shall secure and maintain, at its own expense, and keep in effect during the full period of the CONTRACT and at least one (1) year beyond its completion a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

8.2.1 Professional Liability Insurance in an amount not less than \$2,000,000 per occurrence.

8.2.2 Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

8.2.3 (Comprehensive) Commercial General Liability Insurance with the following minimum limits of liability:

\$2,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage at \$2,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per

occurrence.

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and
- (7) Explosion, collapse, underground coverage (X-C-U)

8.2.4 Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of the work with the following minimum limits of liability: \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

8.2.5 Aggregate Limits. Combined Aggregate/Umbrella Liability coverage with limits equivalent to \$4,000,000.00.

8.3 TOWN as Additional Insured. ALL LIABILITY INSURANCE POLICIES REQUIRED BY SECTIONS 8.2.3 AND 8.2.4 SHALL SPECIFICALLY PROVIDE BY ENDORSEMENT THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. All insurance companies selected must be acceptable to TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to TOWN by certified mail.

8.4 Insurer Qualifications. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability     B+ to A+

8.5 List of Current Claims. ENGINEER's list of claims presently outstanding against its professional liability coverage or statement of no outstanding claims signed by the agent of the insurance carrier, shall be incorporated into this CONTRACT as **Exhibit "C"**.

8.6 Consultants' Insurance. ENGINEER shall cause its consultants to provide this same Insurance required by 8.2.

8.7 Certificates of Insurance. ENGINEER will furnish Certificate(s) of Insurance to the TOWN, to be attached to this CONTRACT as **Exhibit "D"**. All policies of insurance will be available for the TOWN's inspection and copying, upon request, prior to and following execution of this CONTRACT.

8.8 Indemnification. To the fullest extent permitted by laws and regulations of the State of Florida, ENGINEER shall indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, harmless from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the ENGINEER and other persons employed by or utilized by the ENGINEER in the performance of the CONTRACT.

8.9 Patent And Copyright Indemnification. ENGINEER agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the CONTRACT.

8.10 Successors and Assigns. This CONTRACT is binding upon the parties hereto, their successors and assigns and replaces, provided, however, neither party shall assign or transfer any interest in this CONTRACT without the written consent of the other party.

8.11 No Damage For Delays By TOWN. ENGINEER's sole remedy for any (i) delay in the commencement, prosecution, or completion of its Services, (ii) hindrance or obstruction in performance of its Services, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this subparagraph as "delays"), whether or not such delays are foreseeable, shall be non-compensable. The TOWN shall act reasonably in granting extensions of time to the ENGINEER. All extensions to the time for performance shall be authorized only by written Change in Services Authorization executed by the TOWN and ENGINEER. In no event shall the ENGINEER be entitled to any other compensation or recovery of any damages under or pursuant to this subparagraph in connection with any delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.

8.12 Audit and Inspection Rights and Retention of Records by ENGINEER. Town shall have the right to audit the books, records and accounts of ENGINEER that are related to this CONTRACT. ENGINEER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this CONTRACT. ENGINEER shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this CONTRACT for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination or expiration of this CONTRACT, unless ENGINEER is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at ENGINEER's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three

(3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to ENGINEER's records, ENGINEER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by ENGINEER. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry. In addition, ENGINEER shall respond to the reasonable inquiries of successor engineers and allow successor engineers to receive working papers relating to matters of continuing significance. In addition, ENGINEER shall provide a complete copy of all working papers including electronic files to the TOWN, prior to final payment by the TOWN under this CONTRACT.

8.13 Performance During Disputes. Notwithstanding anything contained in this CONTRACT to the contrary, in the event of any dispute noticed in writing between the TOWN and the ENGINEER, the ENGINEER and, if applicable, its consultants will continue to work and provide services on the Projects under this CONTRACT pursuant to the terms of this CONTRACT so long as the ENGINEER receives payment for the matter(s) not in dispute.

8.14 TOWN's Review of Documents. Review and approval of documents or submittals by the TOWN shall be for general design compliance and approval of such submittals shall not relieve the ENGINEER of any responsibility or liability hereunder.

8.15 Entire Agreement. This CONTRACT is deemed effective only upon execution by both parties. Additionally, this written CONTRACT represents the entire and integrated agreement between the TOWN and the ENGINEER and supersedes all prior negotiations or agreements, either written or oral. This CONTRACT may be amended only if agreed to by both parties, in writing.

8.16 Invalid Provisions. Any term or provision of this CONTRACT found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this CONTRACT shall remain in full force and effect.

8.17 Non-discrimination. ENGINEER shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. ENGINEER shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, color, religion, sex, national origin, disability, or medical status. ENGINEER shall comply with all applicable sections of the Americans with Disabilities Act. ENGINEER agrees that compliance with this Article constitutes a material condition to this CONTRACT, and that it is binding upon the ENGINEER, its successors, transferees, and assignees for the period during which any Services are provided. ENGINEER further assures that all consultants and subcontractors and independent contractors are not in violation of the terms of this Section of the CONTRACT.

8.18 Sovereign Immunity. Nothing in this CONTRACT is intended nor shall it be construed or interpreted to waive or modify the Town's Sovereign Immunity defense or any other of the

Town's immunities and limitations on liability as provided for in Florida Statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

8.19 No Third Party Beneficiaries. This CONTRACT is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this CONTRACT shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

8.20 Funding. The obligation of Town for payment to ENGINEER for Services is limited by Florida law to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

8.21 Manner of Performance. ENGINEER agrees to perform its Services in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. ENGINEER agrees that the Services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. ENGINEER agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. ENGINEER further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this CONTRACT. Failure of ENGINEER to comply with this paragraph shall constitute a material breach of this CONTRACT.

8.22 Public Records. The TOWN is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. ENGINEER understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law. ENGINEER's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this CONTRACT by TOWN.

8.23 Public Entity Crimes. In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform work as an ENGINEER, contractor, supplier, or subcontractor, under a contract with TOWN, and may not conduct business with TOWN for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by ENGINEER shall result in TOWN's immediate termination of this CONTRACT.



8.24 Change in Services Authorizations and Modification of CONTRACT. TOWN and ENGINEER may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this CONTRACT. Such changes only become part of this CONTRACT and increase, decrease or otherwise modify the Services under this CONTRACT if evidenced by a written Change in Services Authorization executed by TOWN and ENGINEER, with the same formality and of equal dignity associated with the original execution of the CONTRACT.

8.25 No Waiver of Rights. Neither the TOWN's review, approval or payment for any of the Services required under this CONTRACT shall be construed to operate as a waiver of any of TOWN's rights under this CONTRACT or of any causes of action arising out ENGINEER's performance of the Services under this CONTRACT, and ENGINEER shall be and remain liable to the TOWN for all damages to the TOWN caused by the ENGINEER's negligent or improper performance of any of the Services furnished under this CONTRACT, irrespective of the TOWN's review, approval or payment for any of the Services under this CONTRACT. The rights and remedies of the TOWN provided for under this CONTRACT are in addition to all other rights and remedies provided to TOWN by law

8.26 Gender. Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

8.27 Time is of the Essence. Time is of the essence for all of ENGINEER's obligations under this CONTRACT.

8.28 Days. The terms "days" as referenced in this CONTRACT shall mean consecutive calendar days, unless specifically stated to be "work days."

8.29 Equal Opportunity Employment.

A. ENGINEER will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, creed, gender, color or national origin. Such action must include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ENGINEER shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause included in section 8.17 of this CONTRACT.

B. ENGINEER shall comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulations (41 CFR Part 60).

C. ENGINEER shall comply with Copeland Anti-Kickback Act (18USC 874), as supplemented in Department of Labor Regulations (29 CFR Part 3).

D. ENGINEER shall comply with the Contract Work Hours and Safety Standards Act (40 US 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

8.30 Notice. Notices shall be given by Certified Mail (RRR), recognized overnight delivery service with tracking receipt, or hand delivery or courier with signed receipt. Notices shall be given to the following addresses:

AS TO TOWN:  
Town of Southwest Ranches, Inc.  
6589 S.W. 160 Avenue  
Southwest Ranches, FL 33331

AS TO ENGINEER:  
King Engineering Associates, Inc.  
8390 NW 53<sup>rd</sup> Street, Suite 200  
Doral, FL 33166

Attn: Mr. Charles H. Lynn

Attn: Mr. Agustin Maristany, P.E.

With a copy to:

Becker & Poliakoff, P.A.  
3111 Stirling Rd.  
Ft. Lauderdale, FL 33312

Attn: Keith M. Poliakoff, Town Attorney

8.31 Independent Contractor. ENGINEER is an independent contractor of Town under this CONTRACT. In providing Services, neither ENGINEER nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Services rendered under this CONTRACT shall be exclusively and solely those of ENGINEER. This CONTRACT shall not constitute or make Town and ENGINEER a partnership or joint venture.

8.32 Conflicts. Neither ENGINEER nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with ENGINEER's loyal and conscientious exercise of judgment related to its performance under this CONTRACT.

A. ENGINEER agrees that none of its officers or employees shall, during the term of this CONTRACT, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, ENGINEER agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude ENGINEER or any other persons from representing themselves in any action or in any

administrative or legal proceeding.

B. In the event ENGINEER is permitted to utilize consultants or subcontractors to perform any Services required by this CONTRACT, ENGINEER agrees to prohibit such consultants or subcontractors, by written contract, from having any conflicts within the meaning of this Section.

8.33 Contingency Fee. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this CONTRACT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this CONTRACT. For a breach or violation of this provision, Town shall have the right to terminate this CONTRACT 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.

8.34 Materiality and Waiver of Breach. TOWN and ENGINEER agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this CONTRACT and, therefore, is a material term hereof. TOWN's failure to enforce any provision of this CONTRACT shall not be deemed a waiver of such provision or modification of this CONTRACT. A waiver of any breach of a provision of this CONTRACT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this CONTRACT.

8.35 Joint Preparation. Town and ENGINEER both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this CONTRACT has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

8.36 Drug-Free Workplace. ENGINEER shall maintain a drug-free workplace.

8.37 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this CONTRACT.

8.38 Binding Authority. Each person signing this CONTRACT on behalf of either party individually warrants that he or she has full legal power to execute this CONTRACT on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this CONTRACT.

8.39 Truth-in-Negotiation Certificate. Signature of this CONTRACT by ENGINEER shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit

costs supporting the compensation of this CONTRACT are accurate, complete, and current at the time of contracting.

8.40 Final Discretion. The Town Administrator has final discretion on all final sign-offs of construction plans, as-built plans and final site inspections.

**IN WITNESS WHEREOF**, the parties have made and executed this CONTRACT on the respective dates under each signature: KING ENGINEERING ASSOCIATES, INC. and THE TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 4<sup>th</sup> day of AUGUST 2010.

**-SIGNATURES ON FOLLOWING PAGE-**

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ENGINEER:

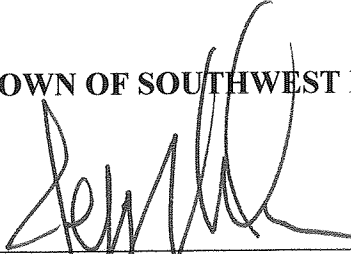
KING ENGINEERING ASSOCIATES, INC.

By: See next page  
AGUSTIN E. MARISTANY, P.E., Vice President  
\_\_\_\_ day of \_\_\_\_\_ 2010

WITNESSES:

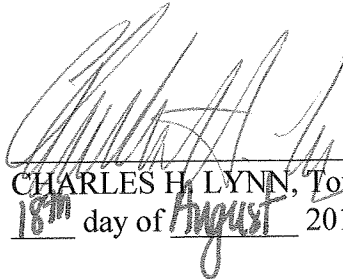
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF SOUTHWEST RANCHES

By:   
JEFF NELSON, Mayor  
18<sup>th</sup> day of August 2010

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:   
CHARLES H. LYNN, Town Administrator  
18<sup>th</sup> day of August 2010

ATTEST:

  
DEBRA DORÉ-THOMAS, CMC, Town Clerk


APPROVED AS TO FORM AND CORRECTNESS:

  
KEITH M. POLIAKOFF, Town Attorney

**WITNESSES:**

  
\_\_\_\_\_

Stanley Pacheco

  
\_\_\_\_\_

Franklin A. Torrealba

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
DEBRA DORÉ-THOMAS, CMC, Town Clerk

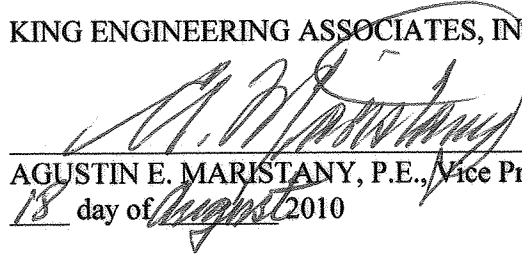
**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
KEITH M. POLIAKOFF, Town Attorney

**ENGINEER:**

KING ENGINEERING ASSOCIATES, INC.

By:

  
\_\_\_\_\_  
AGUSTIN E. MARISTANY, P.E., Vice President  
18 day of August 2010

**TOWN OF SOUTHWEST RANCHES**

By:

See previous page  
\_\_\_\_\_  
JEFF NELSON, Mayor  
\_\_\_\_\_ day of \_\_\_\_\_ 2010

By:

See previous page  
\_\_\_\_\_  
CHARLES H. LYNN, Town Administrator  
\_\_\_\_\_ day of \_\_\_\_\_ 2010

## LIST OF EXHIBITS

EXHIBIT "A"	Services Authorization Form
EXHIBIT "B"	Rate and Fee Schedule
EXHIBIT "C"	Certificate of Claims on Professional Liability Insurance
EXHIBIT "D"	Certificates of Insurance

ACTIVE: S20572/077455:2958280\_6  
8/13/10 12:56 PM

**EXHIBIT A**  
**TOWN OF SOUTHWEST RANCHES**  
**SERVICES AUTHORIZATION FORM**

THIS SERVICES AUTHORIZATION NO. \_\_\_\_, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, ("SA# \_\_\_\_") amends that certain Contract for Professional Engineering Services - Drainage between the **Town of Southwest Ranches, Florida** (the "Town") and **King Engineering Associates, Inc.**, a Florida corporation (the "Engineer"), made as of the \_\_\_\_ day of July 2010, for drainage consulting services (the "Contract"). All initial capitalized terms used herein shall have the meanings set forth, or referred to, in the Contract unless otherwise defined herein.

1. This SA# \_\_\_\_ is executed in connection with, and is deemed to be a part of, the Contract.
  
2. The Scope of Services for SA#\_\_\_\_ is more particularly described on the following documents attached hereto as Exhibit(s) \_\_\_\_\_ and hereby incorporated into the Contract:
  
  
  
  
  
  
  
  
  
  
3. The date of commencement for services for SA# \_\_\_\_ shall be \_\_\_\_\_, 201\_\_ (the "Date of Commencement") and Engineer estimates that the services for SA# can be completed not later than \_\_\_\_\_ (\_\_\_\_) days from the Date of Commencement.
  
  
4. The Fee for SA# \_\_\_\_ is the sum of \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$\_\_\_\_\_) (the "SA# Fee ")  
  
or  
The Fee for SA#\_\_\_\_ is to be billed at the rates set forth in Exhibit "B" to the Contract and shall not exceed the sum of \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$\_\_\_\_\_) without prior written authorization from the TOWN.
  
5. Reimbursables for SA#\_\_\_\_ may include:
  
  
6. Other conditions of SA #\_\_\_\_:

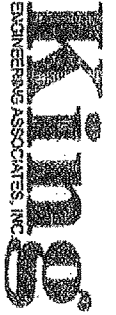
**ENGINEER:**  
KING ENGINEERING ASSOCIATES, INC.

By: \_\_\_\_\_  
Printed Name and Title: \_\_\_\_\_

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
CHARLES H. LYNN, Town Administrator





Town of Southwest Ranches  
2010 Schedule of Hourly Rates and Direct Costs<sup>1</sup>

Job Description	Rate	Personal	Education	Total	Years Experience	With Current Firm	Professional License
Principal	\$175.00	Agustin Mariniany	B.S., Civil Engineering, 1978 M.S., Civil Engineering/Master Resources, 1979	31		2	PE R-33351
Principal	\$175.00	William Moriarty	BS Civil Engineering, 1974 MBA, 1985	36		4	PE R-44628
Manager - Engineering	\$150.00	Franklin Torrealba	E.S. Civil Engineering, 1996 MBA, 1991	22		1	PE R-56585
Manager - Engineering	\$150.00	Tom Trainor	B.S. Civil Engineering, 1978	31		10	PE R-42871
Sr. Project Manager	\$135.00	Mitch Buchholz	B.S. Environmental Engineering, 1997	13		4	PE R-50662
Sr. Project Manager	\$135.00	Doug Curran	B.S. Engineering, 1979 M.S. Engineering, 1979	25		1	PE R-29635
Project Manager	\$115.00	Jennifer Weisenfelder	M.S. Environmental Engineering U.S. Environmental Resource Management, 1987	9		7	N/A
Senior Engineer	\$115.00	Lara Daly	B.S. Civil Engineering, 1995	12		6	PE R-67035
Senior Engineer	\$115.00	Jeff Erick	B.S. Civil Engineering, 1997	33		9	PE R-67019 PE R-10303109 PE PA4076684
Engineer	\$90.00	Kyle Strain	B.S. Civil and Environmental Engineering, 2005	4		4	El R-1100012613 (recently passed P.E. exam - swabbing #)
Engineer	\$90.00	Scott Byruss	B.S. Mechanical Engineering, 2007	3		3	El R-1100012613
Engineer	\$90.00	Hanley Padrao	B.S. Civil Engineering, 2005	0.5		0.5	El R-1100011130
Engineer	\$90.00	Calvin Hardie	B.S. Civil Engineering, 2005	5		3	El R-1100011130
Sr. Environmental Scientist	\$135.00	Mike Partner	B.S. Biology, 1985	25		22	PE R-50662
Sr. Environmental Scientist	\$135.00	Peter Portone	B.A. Biology, 1982	27		5	Certified USACE Wetland Delineator Basic Prescribed Fire Training - Cert # 32325 PADI Certified
Environmental Scientist	\$85.00	Ben Ballard	B.S. Environmental Biology, 2001	7		6	EMC Geopier Trench Agency GT-08-00026 FMC Seismic Collecting Permit # W004164
Sr. Transportation Planner	\$150.00	John Seeks	B.S. Civil Engineering, 1991	22		8	PE R-51595
Sr. Project Manager	\$150.00	Scott Sheridan	B.S. Environmental Planning and Design, 1994	16		8	RLA R-0001982
Planner	\$85.00	Clark Lammiller	B.S. Landscape Architecture, 2006	5		5	NA
Sr. Landscape Architect	\$150.00	Jeff Maggardane	BS Landscape Architecture	13		5	RLA R-6666813
Senior Designer	\$90.00	Maria Gaudet	HS Diploma/GED	48		11	NA
Senior Designer	\$90.00	James White	HS Diploma/GED	23		16	NA
Designer	\$90.00	Frank Paul	HS Diploma/GED	14		9	NA
Professional Land Surveyor	\$90.00	Chanta Sangaroun	A.S. CAD, 1997	13		6	NA
Survey Crew	\$135.00	Tim Schram	Various Technical Survey	30		5	FL PSM LS66713
Field Coordinator	\$135.00	N/A					NA
Administrative Assistant	\$50.00	Brett Meyer	B.S. Mechanical Engineering, 1980 A.S. Computerized Office Technology, 2001	27		11	NA
Administrative Assistant	\$50.00	Vernita Edwards		3		3	NA

Principal  
Bachelor's degree and 15+ years minimum experience, PE

Manager - Engineering  
Bachelor's degree and 12+ years minimum experience, PE

Sr. Project Manager  
Bachelor's degree and 10 years minimum experience, PE

Project Manager  
Bachelor's degree and 6 years minimum experience, PE

Senior Engineer  
Bachelor's degree and 4 years minimum experience, EI

Engineer  
Bachelor's degree and 0 years minimum experience

Sr. Environmental Scientist  
Bachelor's degree and 10 years minimum experience, registration/certification required

Environmental Scientist  
Bachelor's degree and 0 years minimum experience

Senior Planner  
Bachelor's degree and 10 years minimum experience, registration/certification required

Planner  
Bachelor's degree and 0 years minimum experience

Sr. Transportation Planner  
Bachelor's degree and 10 years minimum experience, registration/certification required

Sr. Landscape Architect  
Bachelor's degree and 10 years minimum experience, registration/certification required

Senior Designer  
HS degree/GED or AA Degree, minimum 5 years experience

Designer  
HS degree/GED or AA Degree, minimum 0 years experience

Professional Land Surveyor  
Bachelor's degree and 6 years minimum experience, registration/certification required

Survey Crew  
HS degree, minimum 4 years experience Party Chief

Field Coordinator  
Bachelor's degree and 5 years minimum experience

Administrative Assistant  
HS degree/GED or AA Degree, minimum 0 years experience

Notes: <sup>1</sup> All rates are adjusted on January 1st of each year based on the published annual consumer price index



Job Title	King Engineering Assoc.
Principal	175
Manager - Engineering	150
Project Manager I	135
Project Manager II	115
Assistant Project Manager	
Senior Engineer	115
Project Engineer	90
Design Engineer	90
CADD Operator	80
Inspector	70
Construction Specialist / Manager	—
Manager - Planning	150
Planner	85
Landscape Architect	—
Senior Landscape Architect	150
Senior Biologist	135
Biologist	85
Managing Principal - Traffic Engineering	—
Traffic Engineering Manager	150
Project Manager - Traffic	—
Senior Transportation Technician	—
Survey Manager	135
Professional Land Surveyor	135
Survey Crew	135
Administrative	60

(Form of)  
**EXHIBIT "C"**

(to be completed by King's insurance agent for its Professional Liability (E&O)  
insurance policy)

ENGINEER's list of claims presently outstanding against its professional liability  
insurance policy: NONE

As the authorized agent of Brown & Brown Insurance, the insurance agent for King  
Engineering Assoc., Inc. ("King"), I hereby certify that there are presently no  
outstanding claims against the professional liability (E&O) insurance policy of King.

(Signature of Agent of Professional E&O Insurance Carrier)

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Form of Exh. 1)  
(Actual Certificate(s) to be Provided by Engineer)

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID NO KINGOR-1	DATE (MM/DD/YYYY) 01/19/09
PRODUCER <b>Brown &amp; Brown Insurance</b> 17757 US Highway 19 N, Ste 660 P.O. Box 2456 Clearwater FL 33757-2456 Phone: 727-461-6044 Fax: 727-442-7695		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
King Engineering Assoc., Inc. 4921 Memorial Hwy Ste 300 Tampa FL 33634		INSURER A: National Fire Ins of Hartford	20478
		INSURER B: Transportation Insurance Co.	20494
		INSURER C: Valley Forge Insurance Company	20508
		INSURER D: Continental Casualty Co.	20443
		INSURER E:	

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADDL INFO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HOU INCL <input checked="" type="checkbox"/> BLNT NOS GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JEOT <input type="checkbox"/> LEO	C2066728229  CONTRACTUAL	01/01/09	01/01/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/PROP AGG \$ 2000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL SHARED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> SHRD AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	C2066728232	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DSOULTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	C2066728246	01/01/09	01/01/10	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC163672015	01/01/09	01/01/10	<input checked="" type="checkbox"/> W/O STATUTORY LIMITS <input type="checkbox"/> OTHER EA, EACH ACCIDENT \$ 1000000 EA, DISEASE - EA EMPLOYEE \$ 1000000 EA, DISEASE - POLICY LIMIT \$ 1000000
C		OTHER PROFESSIONAL E&O RETRO 1/1/94	AEH113805181 CLAIMS MADE	01/01/09	01/01/10	PER OCC 5000000 AGG 5000000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						

<b>CERTIFICATE HOLDER</b> Actual Exhibit "O" must include Information Purposes Only Town of SW Ranches here	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER HANG TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: Melvin T. Hancock
---	--

ACORD 25 (2001/08) © ACORD CORPORATION 1988

Confirming that Town is Additional Insured by Endorsement on all policies except Professional E+O.