AGREEMENT FOR GENERAL CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 24th day of January, 2012, by and between the CITY of Delray Beach, Florida, hereinafter referred to as "CITY", and Mathews Consulting, Inc. hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the CITY has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

WHEREAS, the CITY represents that it is a Florida municipal corporation with the authority to engage the CONSULTANT and accept the obligation for payment for the services desired; and,

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work in accordance with this AGREEMENT and with SERVICE AUTHORIZATIONS to be issued at the time of or subsequent to execution of this AGREEMENT; and

WHEREAS, this AGREEMENT does not entitle the CONSULTANT to any fees for any particular project without first receiving a Service Authorization; and

WHEREAS, the CONSULTANT desires to provide such professional services in accordance with this AGREEMENT and SERVICE AUTHORIZATIONS.

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 AGREEMENT, it is mutually understood and agreed as follows:

I. DEFINITIONS; GENERAL CONDITIONS

A. THE SCOPE OF WORK is to be implemented in phases as set forth by this Agreement and by SERVICE AUTHORIZATIONS, which are attached hereto and made a part hereof, and as also may be added as approved by the City from time to time.

B. A SERVICE AUTHORIZATION is a form to be used to authorize work, projects, and services. The form shall be executed by the CITY'S and CONSULTANT'S representatives. A CITY purchase order number shall be identified on the form. The purchase order authorization is established in the CITY Code of Ordinances with provisions for expenditure levels of approval authorizations. A sample form of the service authorization is attached as Exhibit "A" to this AGREEMENT. The projects, work, and services to be performed by the CONSULTANT, and time for completion of the particular phase of the work by CONSULTANT, shall be authorized by a SERVICE AUTHORIZATION. The SERVICE AUTHORIZATION shall include the scope of work to be performed; the budget cost, complete with an itemization of man-hours, wage rates, reimbursable expenses, and other related costs; schedule for completion and name of project manager. The SERVICE AUTHORIZATION shall be signed by the CITY and the CONSULTANT'S authorized representative. A CITY purchase order shall be issued with

authorization identifying funds and amount of expenditures. The terms of this AGREEMENT supersede the terms stated on the purchase order.

C. PHASES: A phased approach may be utilized. The City and the Consultant shall have the right to negotiate the terms of each phase as contained within each service authorization, and to reject any service authorization, if the parties cannot agree to the terms of the service authorization. In the event the parties cannot agree, the city may select the next ranked proposer or go out for additional proposals in order to complete the subsequent phase(s) of the project. This phased approach shall not waive the City's right to terminate the Consultant's contract during any phase of the project.

II. GENERAL DUTIES OF CONSULTANT

A. The relationship of the CONSULTANT to the CITY will be that of a professional CONSULTANT, and the CONSULTANT will provide the professional and technical services required under this AGREEMENT in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the CONSULTANT, its agents, subcontractors, and employees shall be independent contractors at all times.

B. Professional and Technical Services. It shall be the responsibility of the CONSULTANT to work with the CITY and apprise it of solutions to problems and the approach or technique to be used towards accomplish- ment of the CITY'S objectives as set forth in SERVICE AUTHORIZATIONS, which will be made a part of this AGREEMENT upon execution by both parties.

C. The scope of services to be provided shall be covered in detail in SERVICE AUTHORIZATIONS.

D. The City has established a budget for each project awarded to CONSULTANT. The CONSULTANT shall be responsible for providing, at no additional cost to the City, new designs, drawings, specifications, reports and other applicable services if the budget for the entire project is exceeded during and up to completion of the design phase of the project; however, nothing contained herein shall require the CONSULTANT to bear additional costs if the additional costs are a result of a change in the scope of services directed by the City.

E. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, compliance with regulations and rules, and the coordination with all appropriate agencies of all designs, drawings, specifications, reports and other services furnished by the CONSULTANT under this AGREEMENT. If the CITY determines there are any errors, omissions or other deficiencies in the CONSULTANT'S designs, drawings, specifications, reports and other services, the CONSULTANT shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the CITY.

F. Approval by the CITY of drawings, designs, specifications, reports and incidental professional services or materials furnished hereunder shall not in any way relieve the CONSULTANT of responsibility for the technical adequacy of its work. The CITY'S review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights

under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.

G. The CONSULTANT and its subconsultants shall have no responsibility for the discovery, presence, handling or removal or disposal of or exposure of persons to hazardous materials in any form existing prior to construction at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substances.

H. The CONSULTANT designates David L. Mathews, P.E. as its representative to act as liaison with the CITY. The representative shall manage and coordinate CITY projects and is hereby authorized to act on behalf of the CONSULTANT to negotiate and approve SERVICE AUTHORIZATIONS and act on any other related matter with respect to performance of services for the CITY in accordance with the AGREEMENT. Any change to name another person shall be requested in writing to the CITY, and shall be approved by the City.

I. CONSULTANT shall attend all meetings, as specified or as defined in each SERVICE AUTHORIZATION of the City Commission or any City approval Board, where the project is discussed, unless the City's representative declares such attendance and participation is not necessary. In addition, the CONSULTANT shall attend all additional meetings as may be required to facilitate the project.

III. DUTIES OF CONSULTANT:

The following Duties of CONSULTANT are separated into phases of the project, which if approved via SERVICE AUTHORIZATIONS shall be performed by the CONSULTANT. The City may require SERVICE AUTHORIZATIONS, which contain additional requirements applicable to the project. The City must authorize through service authorizations, the commencement of each phase of the work.

A. Phase I – Study and Report Phase.
If the Study and Report Phase is authorized, the following requirements shall apply.

1. The CONSULTANT shall consult with the CITY to clarify and define the CITY'S requirements for the Project and review available data.
2. The CONSULTANT shall advise the CITY as to the necessity of the CITY'S providing or obtaining from others, data or services.
3. The CONSULTANT shall identify and analyze permit and approval requirements of all governmental authorities having jurisdiction to approve either the design of the Project and participate in consultations with such authorities.
4. The CONSULTANT shall provide analyses of the CITY'S needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
5. The CONSULTANT shall provide a general economic analysis of Owner's requirements applicable to various alternatives.

6. The CONSULTANT shall prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to the CITY and setting forth CONSULTANT'S findings and recommendations. This Report will be accompanied by CONSULTANT'S pre-design estimate of probable costs for the Project, including, but not limited to the following, which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies allowances for such other items, such as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, and for permit, review and/or approval fees by other governmental agencies, if required. The CONSULTANT shall also provide a preliminary evaluation of the City's Project Schedule. The City's Project Schedule and probable construction costs shall be evaluated and updated throughout subsequent phases of the work.

7. The CONSULTANT shall furnish the number of copies of the Study and Report documents as provided in the SERVICE AUTHORIZATION and review them with the CITY.

B. Phase II – Preliminary Design Phase.

If the Preliminary Design Phase is authorized, the following requirements will apply:

1. The CONSULTANT, in consultation with the CITY shall determine the general scope, extent and character of the Project.

2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

3. Advise the CITY if additional data or services are necessary and assist the CITY in obtaining such data and services.

4. Furnish the specified number of copies of the above Preliminary Design documents as contained within the SERVICE AUTHORIZATION and present and review them with the CITY.

5. The CONSULTANT shall submit to the CITY a preliminary estimate of construction costs based on current area, volume or other unit costs, which shall be updated throughout he design development phase.

6. The CONSULTANT shall prepare a development schedule, which shall include, but shall not be limited to, the review and approval times by all governmental agencies as may be required.

7. The CONSULTANT shall make available all design calculations and associated Data, and participate in meetings in which Value Engineering Analysis of the project takes place, at such times and places as shall be determined by the CITY.

C. Phase III. Final Design Phase.

If the Final Design Phase is authorized, the following requirements shall apply:

1. The CONSULTANT shall prepare construction documents which shall include but not be limited to drawings and technical specifications, general and supplementary conditions, bid forms, invitations to bid, instructions to bidders, with technical criteria, descriptions and design data necessary for permitting by governmental authorities, and shall include any further adjustments in the scope or quality of the project or in the construction budget authorized by the City.
2. The CONSULTANT shall, in the preparation of construction documents, technical criteria, written descriptions and design data, take into account all currently prevailing codes and regulations governing construction in the City of Delray Beach, Florida, and shall meet the requirements of all other agencies or governmental authorities having jurisdiction over the project.
3. The CONSULTANT shall prepare a detailed opinion of probable cost in accordance with paragraph I.C, which shall be reviewed by the CITY prior to going out for bids.
4. The CONSULTANT shall provide the required documents and attend meetings as necessary, for the approval of governmental boards, agencies or authorities having jurisdiction over the project.
5. The CONSULTANT shall use bid documents provided by the CITY including bidding forms, conditions of the contract, and form of AGREEMENT between the CITY and CONTRACTOR.
6. The CONSULTANT shall prepare all documents including design and plan revisions required for the approval of governmental authorities having jurisdiction over the project. Said approvals are required prior to the public notice for the Invitation to Bid and submission of applications, therefore are the responsibility of the CONSULTANT.
7. The CONSULTANT shall provide the CITY the number of copies of contract documents as specified in the service authorization.

D. Phase IV – Bidding/Negotiation Phase.

If the bidding phase is authorized, the following requirements shall apply:

1. The CONSULTANT shall assist the CITY in obtaining the bids or negotiated proposals, assist in awarding and preparing contracts for construction, attend pre-bid conferences, prepare addenda, provide written recommendation of award, assist in the compilation/preparation of contract documents, and after the award assist the CITY in securing the required bonds and certificates of insurance, and in the review of the contract documents for completeness.
2. The CONSULTANT shall attend the bid opening, prepare bid tabulation sheets and assist the CITY in evaluating Bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
3. The CONSULTANT shall issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
4. The CONSULTANT shall consult with and advise the CITY as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called CONTRACTOR(S) for those portions of the work as to which such acceptability is required by the Bidding Documents.

5. Consult with the CITY concerning and determine the acceptability of substitute materials and equipment prior to the award of contracts is allowed by the Bidding Documents.

E. Phase V – Construction Phase.

If Contract Administration is authorized, the following requirements shall apply:

1. The CONSULTANT shall provide administration of the contract for construction as set forth herein and as contained within the general conditions of the contract for construction.
2. The CONSULTANT shall be a representative of and shall advise and consult with the CITY during construction and until final payment to the contractor is due. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this AGREEMENT and as provided in the contract for construction unless otherwise modified by written instrument.
3. The CONSULTANT shall visit the site at regular intervals appropriate to the stage of construction or as otherwise agreed to by the CITY and the CONSULTANT, in writing, to become generally familiar with the progress and quality of the work completed and shall determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. The CONSULTANT shall be required to make on-site observations to review the work. The CONSULTANT shall keep the CITY informed of the progress and quality of the work and shall provide certification to the CITY of satisfactory completion of all phases of the work in compliance with the plans, specifications thereto.
4. The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures of construction or for safety precautions and programs in connection with the work, since these are solely the CONTRACTOR'S responsibility under the contract for construction. The CONSULTANT shall make every reasonable effort to ensure that the CONTRACTOR completes the work in accordance with the current approved schedule and carries out the work in accordance with the Contract documents.
5. The CONSULTANT based on observations and evaluations of CONTRACTOR'S applications for payment shall review and certify the amounts due the CONTRACTOR.
6. The CONSULTANT'S certification for payment shall constitute a representation to the CITY, based on the CONSULTANT'S observations at the site as provided herein and on the data comprising the CONTRACTOR'S application for payment, that the work has progressed to the point indicated and that, to the best of the CONSULTANT'S knowledge, information, and belief, the quality and quantity of the work is the accordance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the contract documents, correctable prior to completion and to specific qualifications expressed by the CONSULTANT. The issuance of the certificate of payment shall further constitute a representation that the CONSULTANT has made observations to review the quality or quantity of the work.
7. The CONSULTANT shall recommend disapproval or rejection of CONTRACTOR'S work to the CITY, which does not conform to the contract documents. The CONSULTANT will have

authority to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not work is fabricated, installed or completed.

8. The CONSULTANT shall review and approve or take other appropriate action upon CONTRACTOR'S submittals, such as shop drawings, product data, and samples for the purpose of checking for conformance with information given and the design concept expressed in the contract documents. The CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by CONTRACTORS.
9. The CONSULTANT shall prepare change orders and construction change directives with supporting documentation and data if deemed necessary bye the CONSULTANT, for the CITY'S approval and execution in accordance with the contract documents, and may authorized minor changes in the work not involving an adjustment in the contract time, which is consistent with the intent of the contract documents.
10. The CONSULTANT shall conduct inspections to determine the date or dates of substantial completion and the date of final completion, shall receive and forward to the CITY for the CITY'S review and records, written warranties and related documents required by the contract documents and assembled by the CONTRACTOR and shall issue a final certificate for payment upon compliance with the requirements of the contract documents.
11. The CONSULTANT shall interpret matters concerning performance of the CITY and CONTRACTOR under the requirements of the contract documents on written request of either the CITY or CONTRACTOR. The CONSULTANT'S response to such requests shall be made with reasonable promptness and within any time limits agreed upon.
12. Interpretations of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings. When making such interpretations, the CONSULTANT shall endeavor to secure faithful performance by both the CITY and the CONTRACTOR.
13. The CITY shall be the final arbiter on matters relating to aesthetics.
14. The CONSULTANT shall render written interpretations within a reasonable time on all internal disputes between the CITY and CONTRACTOR relating to the execution of the progress of the work as provided in the contract documents.
15. The CONSULTANT"S interpretations on internal disputes are not binding on the CITY and CONTRACTOR relating to the execution of the progress of the work as provided in the contract documents.
16. The CONSULTANT shall provide the number of sets of the construction documents to the CONTRACTOR as specified in the SERVICE AUTHORIZATION.
17. Upon completion of construction the CONSULTANT shall provide to the CITY, three sets of record drawings, signed and sealed, plus one set of mylars incorporating as built conditions and other data furnished by contractor(s) to CONSULTANT.
18. In company with the City, the CONSULTANT shall visit the Project to observe any apparent defects In the completed construction, assist the CITY in consultations and discussions with CONTRACTOR(S) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defection work.

F. Phase VI – Resident Project Representative Services Phase

If the Resident Project Representative Services Phase is authorized the following requirements shall apply:

A. A Resident Project Representative will be assigned to assist CONSULTANT in carrying out his responsibilities to CITY at the site. Resident Project Representative is CONSULTANT'S agent at site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding Resident Representative's actions. Resident Representative's dealing in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping the CITY advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with the CITY with the knowledge of and under the direction of CONSULTANT.

B. Resident Project Representative shall where applicable:

1. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning its general acceptability.
2. Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Working principally through CONTRACTOR'S superintendent, assist CONSULTANT in serving as the City's liaison with CONTRACTOR, when CONTRACTOR'S operations affect the CITY'S on-site operations.
4. Assist in obtaining from the CITY additional details or information, when required for proper execution of the Work.
5. Record date of receipt of Shop Drawings and samples.
6. Receive samples, which are furnished at the site by CONTRACTOR, and notify the CONSULTANT of availability of samples for examination.
7. Advise the CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing, if the submittal has not been approved by the CONSULTANT.
8. Conduct on-site observations of the Work in progress to assist the CONSULTANT in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
9. Report to the CONSULTANT whenever Residential Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents; or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Advise the CONSULTANT of Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the CONTRACTOR or the CONSULTANT from the duties imposed by the contract.
10. Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to the CONSULTANT appropriate details relative to the test procedures and startups.
11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the CONSULTANT.

12. Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by the CONSULTANT.
13. Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's recommendations to the CONSULTANT. Transmit to CONTRACTOR decisions as issued by the CONSULTANT.
14. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents
15. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the CONSULTANT.
16. Record all names, addresses and telephone numbers of the CONTRACTOR, all subcontractors and major suppliers of material and equipment.
17. Furnish the CONSULTANT periodic reports as required of progress of the Work of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
18. Consult with the CONSULTANT in advance of schedule major tests, inspections or start of important phases of the Work.
19. Draft proposed Change Orders and Work Directive Changes, obtaining backup materials from CONTRACTOR and recommend to the CONSULTANT, Change Orders, Work Directive Changes, and Field Orders.
20. Report immediately to the CONSULTANT and the CITY upon the occurrence of any accident.
21. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to the CONSULTANT noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.
22. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the CONSULTANT for review and forwarding to CITY prior to final payment for the Work.
23. Before the CONSULTANT issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
24. Conduct final inspection in the company of the CONSULTANT, the CITY and the CONTRACTOR and prepare a final list of items to be completed or corrected.
25. Observe that all items on final list have been completed or corrected and make recommendations to the CONSULTANT concerning acceptance.

C. The Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment.
2. Exceed limitations of the CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent.
4. Advise on, issue directions regarding or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals, from anyone other than CONTRACTOR.
7. Authorize the CITY to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the CONSULTANT.

IV. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide the following:

A. Furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the CONSULTANT and CITY mutually deem necessary and which are under control of the CITY.

B. Other data and services to be agreed upon in subsequent SERVICE AUTHORIZATIONS.

C. Pay for all legal advertisements incidental to obtaining bids or proposals from contractors.

D. The CITY Manager or his designee shall act as the CITY'S representative with respect to the work to be performed under this AGREEMENT. The CITY Manager or his designee shall have the authority to the extent authorized by the CITY Charter and Code of Ordinances to exercise the rights and responsibilities of the CITY provided in this contract. Said authority may include but is not limited to: transmit instructions, stop work, receive information, interpret CITY'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.

E. Pay all permit application filing fees.

F. Provide access to CITY facilities.

V. TIME OF PERFORMANCE

A. The CONSULTANT will begin work promptly after issuance of a Notice to Proceed.

B. The CONSULTANT'S services called for under the AGREEMENT shall be completed in accordance with the schedule contained in each SERVICE AUTHORIZATION. If the CONSULTANT'S services are unreasonably delayed by the CITY in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the CONSULTANT as a condition precedent to renegotiations shall notify the City within fifteen (15) calendar days at the end of the delay of CONSULTANT'S proposed additional costs incurred by reason of said delay.

VI. AGREEMENT PERIOD

The agreement shall be for two (2) years with the right to renew for three (3) one (1) year extensions. Each one year renewal will be at the City's discretion. However, the agreement shall extend until all Service Authorizations are completed. Each Service Authorization shall delineate a time for completion of the services to be rendered.

VII. COMPENSATION

A. The CITY will compensate the CONSULTANT for the services performed on each SERVICE AUTHORIZATION in accordance with a negotiated lump sum, or a not to exceed budgeted amount based on time charges which are based upon hourly rates, plus reimbursable expenses if compensation is based on Method II and other related costs as are specified in the SERVICE AUTHORIZATION.

1. METHOD 1 - LUMP SUM

Lump Sum Amount. Wherever possible, the scope of services for Services, Projects or Programs shall be thoroughly defined and outlined prior to its authorization. The CITY and CONSULTANT shall mutually agree to a lump sum amount for services to be rendered and a detailed scope of services. Should the CITY deem that a change in the scope of services is appropriate, then a decrease or increase in compensation shall be authorized in writing. In lump sum contracts, the CONSULTANT shall submit the estimated man-hours, wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a truth in negotiation certificate stating that all data supporting the compensation is accurate, complete and current at the time of contracting. Hourly rates included in the estimated man-hours shall not exceed established hourly rates as shown in Exhibit B attached hereto, plus reimbursable expenses and other related costs.

2. METHOD II - TIMES CHARGES/ NOT TO EXCEED BUDGETED AMOUNT

Computation of Time Charges/Not to Exceed Amount. When a service is to be compensated for on a time charge/not to exceed basis, the CONSULTANT will submit a not to exceed budget cost to the CITY for prior approval based on actual time charges which shall not exceed established hourly rates as shown in Exhibit B attached hereto, plus reimbursable expenses and other related costs. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the not to exceed cost amount.

a. The CITY agrees to pay the CONSULTANT compensation for services rendered based upon the established raw hourly salary rates as shown in Exhibit B for services rendered on CITY projects multiplied by an overhead factor not to exceed 3.0, which includes profit not to exceed ten percent (10%) and may be subject to audit. The Schedule of hourly rates as set forth in Exhibit B will not be adjusted during the initial two (2) year agreement. The rates in Exhibit B may be considered for adjusted after the initial two (2) year agreement; however the adjustment may not exceed more than five percent (5%) within any twelve (12) month period and will require written agreement of both parties. A newly revised Exhibit B must be submitted for approval.

b. In addition, the CITY shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by the CONSULTANT if provided in the SERVICE

AUTHORIZATION as follows:

(1) Actual expense of transportation and lodging in accordance with CITY policy in effect at the time of travel when traveling in connection with each SERVICE AUTHORIZATION, express courier charges, and permit fees paid for securing approval of authorities having jurisdiction over the project.

(2) Actual expense of reproductions, of Drawings and Specifications including duplicate sets of the completion of each SERVICE AUTHORIZATION for the CITY'S review and approval.

(3) Actual expenses of testing, laboratory services, and field equipment.

(4) Actual expense of overtime work requiring higher than regular rates, when authorized by the CITY.

(5) Actual expense of Auto Travel at the established CITY rate per mile for travel outside Palm Beach County.

B. Subcontractual service shall be invoiced at the actual fees paid by the CONSULTANT, plus an additional ten percent (10%) of the cost of these services to compensate CONSULTANT, for the

procuring and management of the sub-consultant, and for the other financial and administrative costs. Subcontractual services shall be approved by the CITY in writing prior to performance of the subcontractual work.

C. Total Compensation (including, but not limited to compensation for sub-consultants) for all services and expenses shall not exceed the budget cost listed upon each SERVICE AUTHORIZATION, without written approval.

D. If the CITY determines that any price for services, however calculated provided by the CONSULTANT, including profit, negotiated in connection with this AGREEMENT or any cost reimbursable under this AGREEMENT was increased by any significant sums because the CONSULTANT or any subcontractor furnished incomplete or inaccurate costs or pricing data, then such price or cost or profit shall be reduced accordingly and the SERVICE AUTHORIZATION shall be reduced accordingly and the SERVICE AUTHORIZATION shall be modified in writing to reflect such reduction.

VIII. PAYMENT

The CITY agrees that it will use its best effort to pay the CONSULTANT within thirty (30) calendar days from presentation of the CONSULTANT'S itemized report and invoice and approval of the CITY'S representative, unless additional time for processing is required for payments for basic services, subcontractual services, and reimbursable expenses as defined in Section VII. The CONSULTANT shall submit monthly invoices, as required in the SERVICE AUTHORIZATION, which shall include a report of work completed during the respective invoice period. Invoices shall be in a format consistent with that shown in Exhibit C. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed. No payment request shall exceed the value of work and services performed by the CONSULTANT under the SERVICE AUTHORIZATION.

IX. MISCELLANEOUS PROVISIONS

A. Ownership Documents:

All reproducible mylar drawings and CADD disks in a format compatible with CITY'S Computer system shall be given to the CITY. Details, design calculations, and all other documents and plans that result from the CONSULTANT'S SERVICES under this AGREEMENT shall become and remain the property of the CITY, including copyright rights, whether the project is completed or not, and will be delivered to the CITY upon demand. CONSULTANT reserves the right to retain a copy of all such documents for record purposes. Where such documents are required to be filed with governmental agencies, the CONSULTANT will furnish copies to the CITY upon request. The contract work is represented by hard copy documentation; software, is provided to the CITY for convenience only.

B. Copies of Documents:

The CONSULTANT shall prepare sufficient copies of all documents necessary to obtain approval through the City's processes, as well as other governmental authorities.. The CITY acknowledges that the materials cited in Paragraph IX A. and other data provided in connection

with this Agreement which are provided by the CONSULTANT are not intended for use in connection with any project other than the project for which such materials are prepared. Any use by the CITY of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaptation by the CONSULTANT shall be at the CITY'S sole risk, and the CONSULTANT shall have no responsibility or liability therefore.

C. Insurance:

Without limiting any of the other obligations or liabilities of the CONSULTANT, the CONSULTANT shall, at his own expense, provide and maintain in force, until all of its services to be performed under this AGREEMENT have been completed and accepted by the CITY (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the CONSULTANT'S employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

   A. Employer's Liability with limits of $100,000 per person, $500,000 per occurrence and $100,000 per each disease.

2. Comprehensive General Liability with minimum limits of one million dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:

   a. Premises and/or Operations

   b. Independent Contractors

   c. Products and Completed Operations - CONSULTANTS shall maintain in force until at least three years after completion of all services required under this AGREEMENT, coverage for Products and Completed Operations, including Broad Form Property Damage.
   d. Broad Form Property Damage
   e. Contractual Coverage applicable to this specific AGREEMENT.
   f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

3. Business Automobile Liability with minimum limits of three hundred thousand dollars ($300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

a. Owned Vehicles
b. Hired and Non-Owned Vehicles
c. Employers' Non-Ownership

4. Professional Liability Insurance with minimum limits per occurrence applicable to CITY projects as follows:

Construction Cost Range	Limit
a. 0 - 99,000	250,000
b. 100,000 - 299,000	500,000
c. 300,000 - 499,000	750,000
d. 500,000 - Above	1,000,000

Coverage shall be afforded on a form acceptable to the CITY. CONSULTANT shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. CONSULTANT shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the CONSULTANT shall provide to the CITY Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs C1, C2, C3, C4. All policies covered within subparagraphs C1, C2, C3, C4, shall be endorsed to provide the CITY with thirty (30) days notice of cancellation and/or restriction. The CITY shall be named as an additional insured as to CONSULTANT'S liability on policies referenced in subparagraphs C2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this AGREEMENT and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this AGREEMENT. The CONSULTANT shall also make available to the CITY a certified copy of the professional liability insurance policy required by paragraph 4 above for the City's review. Upon request, the CONSULTANT shall provide copies of all other insurance policies.

6. If the initial insurance policies required by this AGREEMENT expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the CITY with thirty (30) days notice of cancellation and/or restriction.

7. The CONSULTANT'S insurance, including that applicable to the CITY as an Additional Insured, shall apply on a primary basis.

D. Litigation Services:

It is understood and agreed that CONSULTANT'S services include reasonable participation in litigation or dispute resolution arising from this AGREEMENT. CONSULTANTS participation shall include up to 30 hours of services related to litigation or dispute resolution. Any such services in excess of 30 hours shall be an extra service.

E. Authority to Contract:

The CITY represents that it is a Florida Municipal Corporation with the authority to engage the CONSULTANT for professional services described in the SERVICE AUTHORIZATIONS and to accept the obligation for payment for the services described in the SERVICE AUTHORIZATIONS.

F. Assignment:

The CITY and the CONSULTANT each binds itself and its successors, legal representatives, and assigns to the other party to this AGREEMENT and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this AGREEMENT subject to budget considerations and requirements of law; and, neither the CITY nor the CONSULTANT will assign or transfer their interest in this AGREEMENT without the written consent of the other.

G. Confidential Information:

During all times that the CONSULTANT is employed on behalf of the CITY and at all times subsequent to the date of this contract, all discussions between the CITY and the CONSULTANT and all information developed or work products produced by the CONSULTANT during its employment and all matters relevant to the business of the CITY not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the CONSULTANT and shall not be revealed to other persons without the express written permission of the CITY, unless mandated by order of the court.

H. Non-Exclusive Contract:

The CITY reserves the right to award projects to other firms pursuant to the Florida Statutes Consultant's Competitive Negotiations Act during the period of service of the CONSULTANT. The CONSULTANT agrees to cooperate with the CITY and other firms in accomplishing work that may require joint efforts to accomplish the CITY'S goals. This cooperation, when requested by the CITY, will include but not be limited to:

1. Sharing technical information developed under contract with the CITY.

2. Joint meetings for project coordination.

3. Establish lines of communication.

I. Subconsultants:

In the event the CONSULTANT, during the course of the work under this AGREEMENT requires the services of any subcontractors or other professional associates in connection with services covered by this AGREEMENT, CONSULTANT must secure the prior written approval of the CITY.

J. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

CITY of Delray Beach

CITY MANAGER
City of Delray Beach, Florida
100 NW 1st Avenue
Delray Beach, Florida 33444

CONSULTANT

David L. Mathews, P.E., Vice President
Mathews Consulting, Inc.
477 S. Rosemary Avenue, Suite 330
West Palm Beach, Florida 33401

K. Attachments:

Request for Qualifications is hereby incorporated within and made an integral part of this AGREEMENT.

L. Truth-In-Negotiation Certificate:

Signature of this AGREEMENT by CONSULTANT 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 AGREEMENT are accurate, complete, and current. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

M. Records:

Records of all expenses relative to each SERVICE AUTHORIZATION shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

N. Personnel:

The CONSULTANT represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this AGREEMENT. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

The project manager shall be approved by the CITY under each SERVICE AUTHORIZATION. Key project personnel will be identified for each project and expected to perform the work assignment as can reasonably be expected.

O. Equal Opportunity Employment:

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all CONSULTANT'S subcontractors and it is the responsibility of CONSULTANT to ensure subcontractor's compliance.

P. Prohibition Against Contingent Fees:

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT.

Q. Termination:

This AGREEMENT may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The CITY shall have the right to terminate this AGREEMENT for convenience at any time by thirty (30) calendar days written notice to the consultant. In the event the project described in any SERVICE AUTHORIZATION, or the services of the CONSULTANT called for under any SERVICE AUTHORIZATION, is or are suspended, canceled, or abandoned by the CITY, the CONSULTANT shall be given five days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment. The CONSULTANT agrees to provide all documents to the CITY (specifically those referenced in paragraph IX.A. Further, prior to the CONSULTANT'S destruction of any of the above referenced documents, the CITY shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this AGREEMENT, the CONSULTANT agrees that it shall use its best efforts to work harmoniously with any successor who enters an AGREEMENT to provide services for the CITY in order to provide for a smooth transition period.

R. Indemnification:

In consideration of ten dollars ($10.00) and other valuable consideration, the CONSULTANT will at all times indemnify, save and hold harmless and defend the CITY, its officers, agents (the term agents shall not include the contractor(s), any subcontractors, any materialmen or others who have been retained by the City or Contractor, or materialmen to supply goods or services to the project) and employees, from and against all liability, any claim, demand, damage, loss, expense or cause of action and costs (including attorney's fees at trial or appellate levels) arising out of error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance of services under this agreement. The CONSULTANT further agrees to indemnify, hold harmless and defend the City,its officers, agents and employees from and against any claim, demand or cause of action arising out of any negligence or misconduct of CONSULTANT for which the City, its agents, servants or employees are alleged to be liable. The indemnification's contained herein shall survive the expiration or earlier termination of this Agreement. Nothing in this AGREEMENT shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Florida Statutes 768.28.

S. Interest of the Consultant:

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this AGREEMENT pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

T. Compliance with Laws:

a. The CONSULTANT shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the CITY OF DELRAY BEACH as amended from time to time, and that exist at the time of building permit issuance.

b. For SERVICE AUTHORIZATIONS involving work under
Federal or State Grantors or Approving Agencies, the CITY and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in each SERVICE AUTHORIZATIONS.

U. Jurisdiction; Venue:

The CONSULTANT hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm
Beach County, Florida. Any dispute between CONSULTANT and the CITY shall be governed by the laws of Florida with venue in Palm Beach County.

V. Internal Dispute Between Owner and Consultant:

The City Manager shall be the final decision maker regarding internal disputes between CITY and CONSULTANT.

W. Extent of Agreement:

This AGREEMENT represents the entire integrated AGREEMENT between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or AGREEMENTS, written or oral. This AGREEMENT does not entitle the CONSULTANT to receive any fee unless first being issued a Service Authorization. This AGREEMENT does not provide that a CONSULTANT is entitled to receive any Service Authorization. This AGREEMENT may not be amended, changed, modified, or otherwise altered in any way, at any time after the execution hereof, except by approval of the CITY Commission. This AGREEMENT applies only to those projects that are on the CITY'S Capital Improvement Plan (CIP), attached hereto as Exhibit "D". The CITY is not required to issue any Service Authorizations to CONSULTANT for any projects listed on the CIP.

IN WITNESS WHEREOF, the CITY has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its CITY Clerk, and the CONSULTANT has hereunto set its hand and Seal the day and year first written above.

CITY OF DELRAY BEACH, FLORIDA

By: _____
MAYOR

ATTEST:

_____
City Clerk

Approved as to Form:

_____
CITY Attorney

CONSULTANT Mathews Consulting Inc.

_____
Witness

David L. Mathews
Name Printed

By: _____

Title: President

(Seal)

_____
Witness

Bonnie McLeod
Name Printed

ACKNOWLEDGEMENT IF CORPORATION

State of Florida
County of Palm Beach

BEFORE ME, the foregoing instrument, this 20th day of DECEMBER, 2011, was acknowledged by RENE L. MATHEWS, on behalf of the Corporation and said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal in the County and State aforesaid this 20th day of DECEMBER, 2011.

Nancy Armstrong
Notary Public

(SEAL) My Commission Expires:

Notary Public State of Florida
Nancy Armstrong
My Commission DD786482
Expires 05/06/2012

ACKNOWLEDGEMENT IF AN INDIVIDUAL

State of Florida
County of Palm Beach

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared _____, known to me to be the person in and who executed the foregoing instrument, and acknowledged before me that he/she executed the same.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 200_.

_____
Notary Public
My Commission Expires:

ACKNOWLEDGEMENT IF A PARTNERSHIP

State of Florida
County of Palm Beach

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared _____ _____, known to me to be the person in and who executed the foregoing instrument as a partner of _____, a partnership. He/She acknowledged before that he/she executed the same as the act and deed of said partnership for the uses and purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 200_.

_____
Notary Public
My Commission Expires:_____

EXHIBIT A (SAMPLE)
CONSULTING SERVICE AUTHORIZATION

DATE: _____

CONSULTANT: _____

SERVICE AUTHORIZATION NO. _____ FOR CONSULTING SERVICES

CITY P.O. NO. _____ CITY EXPENSE CODE _____

CITY PROJECT NO. _____ CONSULTANT PROJECT NO. _____

TITLE: _____

This Service Authorization, when executed, shall be incorporated in and shall become an integral part of the "Agreement for General Consulting Engineering Services" Contract.

I. PROJECT DESCRIPTION

II. SCOPE OF SERVICES

Phase I – Study and Report Phase
Phase II – Preliminary Design Phase
Phase III – Final Design Phase
Phase IV – Bidding/Negotiating Phase
Phase V – Construction Administration
Other – Permitting
Other – Surveying
Other – Geotechnical
Other – Field Verification

III. TIME OF PERFORMANCE

IV. COMPENSATION

Engineering Services	Estimated Fees
Phase I – Study and Report Phase	$
Phase II – Preliminary Design Phase	$
Phase III – Final Design Phase	$
Phase IV – Bidding/Negotiating Phase	$
Phase V – Construction Administration	$
Other – Permitting	$
Other – Surveying	$
Other – Geotechnical	$
Other – Field Verification	$
Out-of-Pocket Expenses	$_____
Total Project Cost	$

Notes:
Out -of-Pocket Expenses include the following: printing/reproduction/ postage.

This service authorization is approved contingent upon the City's acceptance of and satisfaction with the completion of the services rendered in the previous phase or as encompassed by the previous service authorization. If the City in its sole discretion is unsatisfied with the services provided in the previous phase or service authorization, the City may terminate the contract without incurring any further liability. The CONSULTANT may commence work on any service authorization approved by the City to be included as part of the contract without a further notice to proceed.

Approved by:

CITY OF DELRAY BEACH:

Date _____

_____
Mayor

CONSULTANT:

Date _____

By: _____
(Seal)

_____
Witness (Signature)

_____
Witness (Printed)

Attest: _____

Approved as to Legal Sufficiency

_____
City Attorney

BEFORE ME, the foregoing instrument, this _____ day of _____, 201___, was acknowledged by _____ on behalf of the Corporation _____, and said person executed the same free and voluntarily for the purpose there-in expressed.

Witness my hand and seal in the County and State aforesaid this _____ day of _____, 201___.

_____
Notary Public
State of Florida

My Commission Expires:

EXHIBIT B

Employer Category	Hourly Raw Salary Rates	Hourly Raw Salary Rate Times 3.00 Multiplier
Professionals – Engineers, Architects, Planners, Economists, Scientists, Hydrologists, Hydrogeologists, Geologists, etc.		
Principal Engineer	$53.85/hr	$161.55/hr.
Project Manager	$52.16/hr	$156.48/hr.
Senior Engineer	$46.88/hr	$140.64/hr.
Engineer II	$38.46/hr.	$115.38/hr.
Engineer I	$31.25/hr	$93.75/hr.
Technicians – Drafters, Graphic Artists, Computer, Surveyors, Cartographics, Construction Inspectors, etc.		
Senior Engineering Tech	$37.26/hr	$111.78/hr.
Senior CADD Designer	$32.45/hr	$97.35/hr.
CADD Designer	$28.50/hr.	$85.50/hr.
Construction Manager	$38.26/hr	$114.78/hr.
Senior Inspector	$35.53/hr	$106.59/hr.
Inspector	$28.85/hr	$86.55/hr.
Office Support		
Clerical/Admin	$22.84/hr	$68.52/hr.

EXHIBIT C

CONSULTING SERVICES INVOICE FORMAT

Bill To: City of Delray Beach
434 S. Swinton Ave.
Delray Beach, FL 33444

Remit To: _____

Invoice # _____
Invoice Date: _____
Service Auth. # _____
City Purchase Order # _____
City Project Number: _____

City Project Title: _____
For Professional Services for Period Ending: _____

Project Status Summary Paragraph (Description of Services Provided):

Insert Status Summary / Description of Services

LABOR

Class	Name	Rate	Hours	Amount
Principal				$0.00
Sr. Engineer				$0.00
Engineer				$0.00
Cadd Designer				$0.00
Sr. Engineering Tech				$0.00
Sr. Inspector				$0.00
Clerical				$0.00
		Subtotal Labor		$0.00

SUBCONSULTANTS (Must attach copies of backup invoices)	Amount
Insert Name of Subconsultant	$0.00
Insert Name of Subconsultant	$0.00
Subtotal Subconsultants	$0.00

REIMBURSABLE/OUT-OF-POCKET EXPENSES (Must attach copies of backup)	Amount
Postage	$0.00
Printing	$0.00
Subtotal Expenses	$0.00

TOTAL AMOUNT DUE THIS INVOICE: $0.00

EXHIBIT C (page 2)

Bill To:	City of Delray Beach 434 S. Swinton Ave. Delray Beach, FL 33444	**Invoice #**	_____
		Invoice Date:	_____
		Service Auth. #	_____
Remit To:	_____	City Purchase Order #	_____
	_____	City Project Number:	_____
	_____		

City Project Title: _____
For Professional Services for Period Ending: _____

COST SUMMARY (Must match cost breakdown in Service Authorization)

Phase or Task Number	Phase or Task Description	Amount
Phase I or Task 1	(Insert Description of Phase or Task)	
	Contract Amount	$0.00
	Amount Earned This Period	$0.00
	Amount Previously Earned	$0.00
	Amount Remaining	$0.00
Phase II or Task 2	(Insert Description of Phase or Task)	
	Contract Amount	$0.00
	Amount Earned This Period	$0.00
	Amount Previously Earned	$0.00
	Amount Remaining	$0.00
Phase III or Task 3	(Insert Description of Phase or Task)	
	Contract Amount	$0.00
	Amount Earned This Period	$0.00
	Amount Previously Earned	$0.00
	Amount Remaining	$0.00
Phase IV or Task 4	(Insert Description of Phase or Task)	
	Contract Amount	$0.00
	Amount Earned This Period	$0.00
	Amount Previously Earned	$0.00
	Amount Remaining	$0.00
Phase V or Task 5	(Insert Description of Phase or Task)	
	Contract Amount	$0.00
	Amount Earned This Period	$0.00
	Amount Previously Earned	$0.00
	Amount Remaining	$0.00

EXHIBIT C (page 3)

Bill To: City of Delray Beach
434 S. Swinton Ave.
Delray Beach, FL 33444

Remit To: _____

Invoice # _____

Invoice Date: _____
Service Auth. # _____
City Purchase Order # _____
City Project Number: _____

City Project Title: _____
For Professional Services for Period Ending: _____

Phase or Task Number	Phase or Task Description	Amount
Phase VI or Task 6	(Insert Description of Phase or Task)	
	Contract Amount	$0.00
	Amount Earned This Period	$0.00
	Amount Previously Earned	$0.00
	Amount Remaining	$0.00
Phase VII or Task 7	(Insert Description of Phase or Task)	
	Contract Amount	$0.00
	Amount Earned This Period	$0.00
	Amount Previously Earned	$0.00
	Amount Remaining	$0.00
Phase VIII or Task 8	(Insert Description of Phase or Task)	
	Contract Amount	$0.00
	Amount Earned This Period	$0.00
	Amount Previously Earned	$0.00
	Amount Remaining	$0.00

TOTAL CONTRACT COSTS	
Total Contract Amount	$0.00
Total Amount Earned This Period	$0.00
Total Amount Previously Earned	$0.00
Total Amount Remaining	$0.00

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CERTIFICATE OF LIABILITY INSURANCE

OP ID BH

DATE (MM/DD/YYYY) 01/19/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
ACEC/MARSH 701 Market St., Ste. 1100 St. Louis MO 63101 Phone:800-338-1391 Fax:888-621-3173	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MATHE-1

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Mathews Consulting, Inc. 477 S. Rosemary Avenue #330 West Palm Beach FL 33401	INSURER A: Hartford Insurance Company	22357
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			84SBGLB7335 PROFESSIONAL LIAB EXCL	11/01/11	11/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			84UEGLL7958	11/01/11	11/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			84SBGLB7335	11/01/11	11/01/12	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			84WBGGJ0270	11/01/11	11/01/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
JOB:2012 GENARAL ENGINEERING CONSULTING SERVICES AGREEMENT. CITY OF DELRAY BEACH IS INCLUDED AS ADDITIONAL INSURED ON ALL POLICIES EXCEPT W/C. COVERAGE IS PRIMARY AND NONCONTRIBUTORY EXCEPT UMBRELLA.
(GLAI ENDT)

CERTIFICATE HOLDER

CTYDEL2

CITY OF DELRAY BEACH
RANDAL KREJCAREK
434 S. SWINTON AVE.
DELRAY BEACH FL 33444

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandra R. Boillat

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POLICY NUMBER: 84SBGLB7335 BUSINESS LIABILITY COVERAGE
INSURED: Mathews Consulting, Inc.

ADDITIONAL INSUREDS BY CONTRACT, AGREEMENT OR PERMIT

This is a summary of the Coverage provided under the following:

BUSINESS LIABILITY COVERAGE FORM SS 00 08

WHO IS AN INSURED (Section C) states that the following is also an insured:

Additional Insured by Contract, Agreement or Permit

Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this Business Liability Coverage Form, but only with respect to your operations, "your work" or facilities owned or used by you.

However, coverage under this provision does not apply:

(1) Unless the written contract or agreement has been executed or a permit has been issued prior to the "bodily Injury", "property damage" or "personal and advertising injury".
(2) To any person or organization included as an insured under provision f. (Optional Additional Insured Coverage)
(3) To any other person or organization shown in the Declarations as an Additional Insured.

With respect to the insurance afforded to the additional insured, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification: or
(b) Supervisory, inspection, architectural or engineering activities.

Primary and Non-Contributory to Other Insurance When Required by Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

MATHCON-01 ZGONZALEZ

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/9/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Zoraida Gonzalez	
Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	PHONE (A/C, No, Ext): (305) 822-7800	FAX (A/C, No): (305) 362-2443
	E-MAIL ADDRESS: zgonzalez@caffllc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Colony Specialty Ins Co	
INSURED	INSURER B :	
Mathews Consulting, Inc. 477 South Rosemary Ave. Suite 330 West Palm Beach, FL 33401	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			IAE11899001	5/1/2011	5/1/2012	Each Claim	3,000,000
A	Professional Liab			IAE11899001	5/1/2011	5/1/2012	Annual Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Deductible Each Claim: $25,000
Retrodate: 1/1/1998

RE: 2012 General Engineering Consulting Services Agreement

CERTIFICATE HOLDER

City of Delray Beach,
Attn: Randal Krejcarek
434 S. Swinton Avenue
Delray Beach, FL 33444

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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