

AGREEMENT FOR LAND SURVEYING CONSULTING SERVICES

THIS AGREEMENT made and entered into this 24th day of April, 2012, by and between the CITY of Delray Beach, Florida, hereinafter referred to as "CITY", and Dennis J. Leavy & Associates, 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 accomplishment 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 A. Bower, 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. The CONSULTANT shall consult with the CITY to clarify and define the CITY's requirements for the project and review available data.
- B. The CONSULTANT shall advise the CITY as to the necessity of the CITY's providing or obtaining from others, data or services.
- C. The CONSULTANT shall furnish the number of copies of the survey and report documents as provided in the SERVICE AUTHORIZATION and reviews them with the CITY.
- D. The CONSULTANT, in consultation with the CITY shall determine the general scope, extent and character of the Project.
- E. Advise the CITY if additional data or services are necessary and assist the CITY in obtaining such data and services.
- F. The CONSULTANT shall make available all design calculations and associated Data.

- G. The CONSULTANT shall prepare survey documents which shall include but not be limited to drawings and technical information, general and supplementary conditions, with technical criteria, descriptions and data necessary for permitting by governmental authorities.
- H. The CONSULTANT shall in the preparation of survey documents, technical criteria, written descriptions and 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.
- I. The CONSULTANT shall be responsible for all required research related to existing plats, as-built drawings and other information as related to the scope of the project.

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, field notes, computations 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:

<u>Construction Cost Range</u>	<u>Limit</u>
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

Dennis J. Leavy & Associates, Inc.

Attn: Mr. David A. Bower, Vice President

460 Business Park Way, Suite B

Royal Palm Beach, Florida 33411

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:

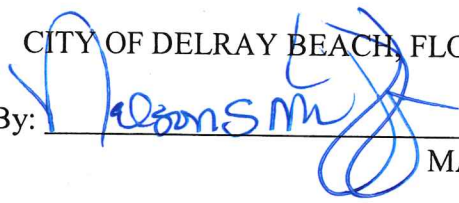
The City Manager shall be the final decision maker regarding internal disputes between CITY and CONSULTANT.

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 Dennis J. Leavy & Associates, Inc.

By: 
Witness

Title: David A. Bower, Vice President
Name Printed

 (Seal)
Witness

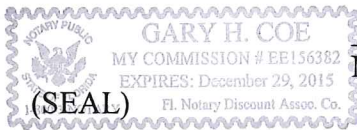
Tara L. Leavy
Name Printed

ACKNOWLEDGEMENT IF CORPORATION

State of Florida
County of Palm Beach

BEFORE ME, the foregoing instrument, this 20th day of January, 2012, was acknowledged by David A. Bower, 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 January, 2012.



Gary H. Coe
Notary Public

My Commission Expires: 12/29/15

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

III. BUDGET

IV. COMPLETION DATE

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:

LAND SURVEY CONSULTING SERVICE AUTHORIZATION

Reference: Typical Survey Requirements and Scope

Dear:

The City is proposing to upgrade existing water main for the street listed below. I have enclosed a map outlining the minimum limits of the streets involved. Please submit an estimate for completing a topographical survey. Also, please provide the time it will take from execution of a service authorization to delivery of the survey.

Street	From	To
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The survey should include the following:

1. Platted rights-of-way (include bearing and distances for centerlines), lot numbers, block numbers, **House Numbers** (if available) and dedicated easements.
2. All improvements, physical objects, driveways, and significant landscape (i.e. trees, shrubs) within the right-of-way as well as the front two corners of the building on each lot.
3. All underground utilities. Inverts on sanitary and storm sewers shall be indicated, as well as, locations of water valves and meters. Coordination with the Sunshine State Call One Center for location of other underground utilities shall be the surveyor's responsibility. Coordination with City of Delray Beach's Water and Sewer network at (561) 243-7312 for underground utilities locates shall be the surveyor's responsibility. Do not use City of Delray Beach atlas for locations.
4. All topographical surveys shall have stationing established from south to north and west to east where applicable.
5. Elevations shall be indicated every 25 feet, at a minimum, to indicate centerline grades, edge of pavement grades, and shoulder grades. Intermediate grades shall be indicated at all grade breaks, driveways, and sidewalks. Two grades (one at the right-of-way line and one 15 feet back) shall be indicated on the driveways to indicate direction of grade.
6. The survey shall include topography of the complete intersection, 25 feet beyond radius returns, at the terminal end of each street.
7. Tie survey to state plane coordinate system and set a minimum of two permanent reference markers.
8. The survey stationing shall not repeat, i.e. use 200+00 for SE 2nd Ave, 300+00 for SE 3rd Ave, 800+00 for SE 8th Street etc.
9. The surveyor shall submit one (1) digital and three (3) signed and sealed copies of the survey to the City.

BASIC STANDARDS & PROTOTYPES FOR SURVEY DRAWING CREATION

October 03, 2011

The primary use of survey drawings produced for the City's Engineering Division is as a basemap for design work. Standards for basemap creation have been established and it is necessary that they be followed closely with few exceptions. The purpose of these standards is to minimize the time cad operators spend developing a usable basemap for the City's Engineering Division.

The layers provided in the Delray prototype drawing are to be used exclusively. All entities placed on these layers should be set to color and linetype by layer.

Symbols such as manholes, valves, & hydrants that are inserted into the drawings should be block entities **and not individual lines, arcs, etc...** They should be uniformly scaled. Each symbol should have been created on layer 0 (color 7) and inserted into the drawing on the layer of intended use thus, automatically changing to the layer color upon insertion. An example of an exception would be a block that has attributes, such as an Autodesk Land Development Desktop POINT Block. This block consists of a point on layer 0 (color 7) and predefined attribute layers for an elevation (color 3), point # (color 1), & description (color 2). These standards for producing and using symbology should be followed and will result in block entities that can be manipulated in groups as needed.

Annotation of existing features on drawings shall be done using a leroy fontstyle created from using the AutoCAD SIMPLEX.shx font file. These styles are to be named in accordance with the sizes of each leroy standard lettering template. All existing features shall be labeled as "EXISTING", using all upper cap letters. "EXISTING LIGHT POLE" Annotation text and leader lines should be placed in the same feature layer. I.E. Existing hydrant annotation and leader would be placed on layer "EN-WATER".

LEROY TEMPLATE PLOTTED PLOTTED SIZE x PLOT SCALE = SCALED HEIGHT

<u>SIZE</u>	<u>SIZE</u>
L80	0.08" @ 1"=20' this would be 1.6' high letters
L100	0.10"
L120	0.12"
L140	0.14"
L175	0.175"
L200	0.20"
etc. _____	

Line weights are to be set to Leroy pen size standards. This is accomplished through the use of the DELRAY.CTB (or PCP) file. The file will set ACAD PENS 1 through 14 to plot in leroy pen sizes 000 through 3. Pens 1 through 7 will print solid dark black and pens 8 through 14 will print shaded (halftone). Note : Half tones are accomplished in the abovementioned plotter control files. The screening value of the affected pens has been modified.

Elevations, spot elevations, spot shots, or grade elevations; whatever the term, are to be set in a drawing using a POINT block. A block consisting of an AutoCAD point and an elevation attribute is acceptable. An Autodesk Land Development Desktop point block is preferable and included on the standard files CD.

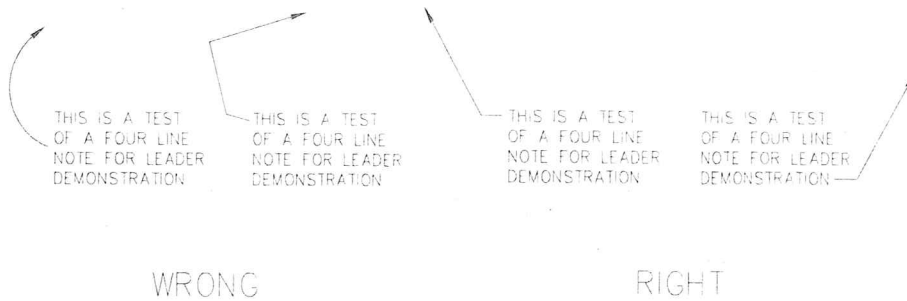
There are a few main issues regarding drawing management and file transfers to the city that require compliance. When producing a drawing file for the city all efforts should be made to create drawing files in model space only. Files will not be acceptable if they contain nested blocks or nested xrefs. When transferring files to the City on a CD make sure that all support files are included. DO NOT copy drawing files directly from your storage location to a CD. Use the wblock command to write a drawing file containing only the entities in your deliverable as seen on the screen. This will eliminate the transfer of unused or confusing data to the city.

Contact the City's Engineering Division to receive digital file copies of all prototypes and more information regarding standards.

FILES ON DISK DESCRIPTION:

- COVERSHT.DWG Standard PROJECT TITLE SHEET block. Insert unexploded with a scale factor equal to the desired plot scale. ATTDIA should be on.
- DELRAY.DWG Start a NEW drawing using this prototype. This drawing file contains all the standard layers used by the city engineering division. See standards CD for a document file explaining the layer structure.
- 2436STAN.DWG Standard border and title block. Insert unexploded with a scale factor equal to the desired plot scale. ATTDIA should be on.
- LEROY.DWG Insert exploded to make base lero styles available in a drawing. The heights should be adjusted per desired plot scale.
- DIMARROW.DWG This DIMARROW is to be used in place of ANY Autodesk standard dimarrows for dimensioning and leaders. Standard AutoCAD dimarrows are worthless entities and do not permit a global editing when required. An example would be a case where a drawing pieced together from drawings created using different LTSCALE settings ends up having arrows of different sizes. Using this DIMARROW block they can be rescaled all at the same time without moving from their original insertion points.

PLACEMENT OF LEADER LINES



DELRAY.CTB

If applicable, this AutoCAD plotter control file is used for plotting on an 1055cm, T2300, or equal HP plotter. It maintains lero y pen widths on drawings, and defaults to the standard sheet size used for plotting, when the standard 2436STAN.dwg border is used. Original layer settings from the DELRAY.dwg prototype must be maintained if using this file for plotting. A PCP file is also included for the same purpose if needed.

POINT.DWG

Standard Softdesk(LDD) point block. For those consultants not using Autodesk Land Development Desktop survey functions to import fieldwork, this block must be inserted manually. They have to be inserted unexploded at a scale factor equal to the plotted scale of the drawing. The point attribute values are to be modified appropriately.

ACAD.LIN

Standard Linetype file. It contains some custom linetypes that we use. For example: Using the AutoCAD standard hatch pattern of dots in a drawing is very cumbersome in terms of added file size. So, creating hatch patterns containing only lines, helps the file size stay extremely small, thus the creation of a hatch pattern using a line definition of dots.

We use a standard dot hatching equal to those old peel and stick films used in the pre-CAD days. You could define patterns of dots in densities of 10, 15, 20, 30, etc... percent (%). When varied pen widths or half tones are applied in their use many combinations are possible.

EXHIBIT B

Employer Category	Hourly Raw Salary Rates	Hourly Raw Salary Rate Times 2.80 Multiplier
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Professionals – Surveyors, Engineers, Architects, Planners, Economists, Scientists, Hydrologists, Hydrogeologists, Geologists, etc.

Principal Surveyor\$39.29/hr.....\$110.01/hr.
Project Surveyor.....\$33.93/hr.....\$95.00/hr.

Technicians – Drafters, Graphic Artists, Computer, Field Crews, Cartographics, Construction Inspectors, etc.

Survey Technician\$23.21/hr.....\$64.99/hr.
CADD Technician\$23.21/hr.....\$64.99/hr.
Three Man Field Crew\$42.86/hr.....\$120.01/hr.
Two Man Field Crew\$33.93/hr.....\$95.00/hr.

Office Support

Clerical/Admin.....\$19.64/hr.....\$54.99/hr.

EXHIBIT C

CONSULTING SERVICES INVOICE FORMAT

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

Invoice # _____

Invoice Date: _____

Service Auth. # _____

City Purchase Order # _____

City Project Number: _____

Remit To: _____

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

Project Status Summary Paragraph (Description of Services Provided):

Insert Status Summary / Description of Services

LABOR

<u>Class</u>	<u>Name</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
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)

	<u>Amount</u>
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)

	<u>Amount</u>
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: _____
Remit To:	_____	Service Auth. # _____
	_____	City Purchase Order # _____
	_____	City Project Number: _____
City Project Title: _____		
For Professional Services for Period Ending: _____		

<u>COST SUMMARY</u> (Must match cost breakdown in Service Authorization)		
<u>Phase or Task Number</u>	<u>Phase or Task Description</u>	<u>Amount</u>
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

Invoice # _____

Invoice Date: _____

Service Auth. # _____

City Purchase Order # _____

City Project Number: _____

Remit To: _____

City Project Title: _____

For Professional Services for Period Ending: _____

<u>Phase or Task Number</u>	<u>Phase or Task Description</u>	<u>Amount</u>
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
<u>TOTAL CONTRACT COSTS</u>		
	Total Contract Amount	\$0.00
	Total Amount Earned This Period	\$0.00
	Total Amount Previously Earned	\$0.00
	Total Amount Remaining	\$0.00