

FIRST ADDENDUM TO
DMC Bid Assistance and Construction Management Services
for the Hickory Point Recreation Park Boat Ramp and Accessory Docks
dated May 15, 2023

This First Addendum to the services agreement (the "First Addendum") is made and entered into this day January 24, 2024 by and between Dredging and Marine Consultants, a Florida limited liability company, hereinafter the "Contractor", whose address for notices is 4643 S. Clyde Morris Boulevard, Unit 302, Port Orange, Florida 32129, and the Lake County Water Authority, a dependent special district organized under the laws of the State of Florida, hereinafter the "Owner" or "LCWA", whose address for notices is 27531 State Road 19, Tavares, Florida 32778, entered into a services agreement (the "Agreement"). Capitalized terms used in this First Addendum shall have the same meaning given to those terms in the Contract.

For valuable consideration, Contractor and LCWA hereby amend the Contract as follows:

1. Contractor and LCWA agree to expand the scope of work as described in Exhibit "A" of this First Addendum. This expanded scope of work will hereafter be "Phase 2" or "West" phase of the project.
2. Contractor and LCWA agree to a not to exceed maximum contract price of \$15,020.00 for the West phase described in Exhibit "A".
3. Except as amended by the First Addendum, the Contract shall remain unchanged and in full force and effect. In the event of any conflict between the terms of this First Addendum and the terms of the Contract, the terms of this First Addendum shall control.
4. This First Addendum may be executed in two or more counterparts, and it shall not be necessary that any one of the counterparts be executed by all of the parties hereto. Each counterpart shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument. This First Addendum may be executed by facsimile transmission or email pdf transmission, each of which shall be deemed to be an original for all purposes.

SELLER:

Dredging & Marine Consultants, LLC

By: [Signature]
Shailesh K. Patel, Project Engineer

Date: 01-23-2024

BUYER:

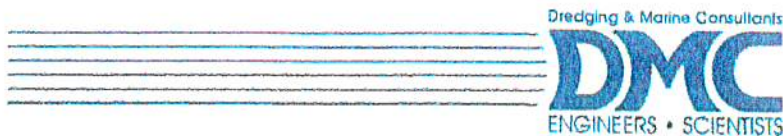
Lake County Water Authority
through its Executive Director

By: [Signature]
Robert Bonilla, Executive Director

Date: 1-24-24

Approved as to Form and Legality:

[Signature]
Jimmy D. Crawford, Esq.
LCWA Board Attorney



January 12, 2024

Mr. Charles Groves
Field Manager – Hickory Point Park
Lake County
27351 SR 19 Tavares, FL 32778-4251

RE: Additional Construction Management Services for the Hickory Point Recreation Park Boat Ramp and Accessory Docks – Phase 2

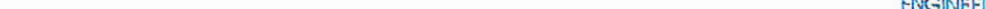
Dear Mr. Groves:

Dredging & Marine Consultants, LLC (DMC) is pleased to provide the Lake County (previously Lake County Water Authority) with the following additional construction management services to continue for the construction of Hickory Point Recreational Park Boat Ramp and Accessory Docks – Phase 2. These services will extend as Phase 2 will continue after Phase 1 is completed.

Scope of Services:

Task 1 Additional Construction Management - Under this task, DMC will provide field inspection/management services for Lake County while the contractor is working on the project. The construction time is estimated to be approximately an additional two months to complete after Phase 1 is completed including close-out. The specific items to be accomplished under this task are listed below:

- Coordinating and conducting the pre-construction meeting.
- Review of emergency and safety plans, including Maintenance of Traffic plan, if required.
- Review of shop drawings, product information sheets, sheet pile driving logs, concrete pile driving logs, geotechnical testing results and other required submittals.
- Field verification of products and materials.
- Conducting site visits to monitor construction activity and conformance with the plans and technical specifications. All site visits will be documented with photographs and field notes by the inspector, and biweekly summary reports will be prepared for Lake County, detailing the work accomplished and the planned activity for the following week. DMC will make biweekly site visits and will attempt to align these as much as possible to be onsite during designated Project meeting dates. Site visits will also be conducted at critical stages of construction or for any unforeseen conditions that require immediate conflict resolution.
- Review of pay applications submitted by the contractor and making recommendations for payment or revision.
- Answering any technical questions raised by the contractor during construction, and/or clarifying any items in the plans or technical specifications, if required.
- Review red-lined plans indicating any deviations from the plans and/or technical specifications that were agreed upon at the site during construction.
- Review of as-built drawings and preparation of recommendations to correct any noted deficiencies.
- Submittal of as-built drawings and other required close-out documents to regulatory agencies, as required.

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AGREEMENT BETWEEN THE
LAKE COUNTY WATER AUTHORITY
AND
DREDGING & MARINE CONSULTANTS

THIS AGREEMENT is made and entered into by and between the LAKE COUNTY WATER AUTHORITY, a public corporation of the State of Florida whose address is 27351 SR 19, Tavares, Florida 32778, hereinafter referred to as the "AUTHORITY," AND DREDGING & MARINE CONSULTANTS, whose address is 4643 S. Clyde Morris Blvd, Unit 302 Port Orange, FL 32129, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, the AUTHORITY, was created by its Special Act, Chapter 29222, Laws of Florida, for the purposes, among others, of controlling and conserving the fresh water resources of Lake County; preserving, protecting, and improving the fish and wildlife of the county; and protecting the freshwater resources of assisting local governments in the treatment of storm water runoff, and

WHEREAS, The AUTHORITY does hereby retain the CONSULTANT to furnish miscellaneous engineering services on an as-needed basis in connection with various studies, engineering designs, repairs and construction projects, as described in Exhibit A, Request For Qualifications for General Engineering Support Services

WHEREAS, the AUTHORITY considers the PROJECT worthwhile and desires to enter into an agreement to perform the PROJECT, and

NOW, THEREFORE, the AUTHORITY and CONSULTANT, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR. The CONSULTANT shall perform as an Independent Contractor and not as an employee, representative or agent of the AUTHORITY.
2. PROJECT MANAGER AND NOTICES: Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with PROJECT coordination and shall be the party's prime contact person. Notices or reports shall be sent to the attention of the parties' Project Manager by U.S. mail, postage paid, to the parties' addresses as set forth below:

Project manager for the AUTHORITY:	Jason Danaher, PhD Water Resources Director 27351 SR 19 Tavares, Florida 32778 (352) 324-6141 Ex. 38
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DMC Continuing Engineering Services
July 6, 2020

Project manager for CONSULTANT: Mr Shailesh K. Patel, M.Sc.,CPSSc.
 4643 S. Clyde Morris Blvd, Unit 302
 Port Orange, FL 32129
 (386) 304-6505

Any changes to the above representatives or addresses must be provided to the other party in writing.

The AUTHORITY's Project Manager is hereby authorized to approve requests To extend any PROJECT task deadline set forth in this Agreement. Such approval shall be in writing, shall explain the reason for the extension and shall be signed by the AUTHORITY's Executive Director. The AUTHORITY's Project Manager is not authorized to approve any time extension which will result in an increased cost to the AUTHORITY or any time extension which will likely delay the final PROJECT task deadline.

The AUTHORITY's Project Manager is authorized to adjust a line item amount of a PROJECT budget only if the request is made from CONSULTANT in writing and such adjustment, does not result in an increase to the total PROJECT cost. Such approval shall be in writing, shall explain the reason for the adjustment, and shall be signed by the AUTHORITY's Project Manager and the AUTHORITY's Executive Director. The AUTHORITY's Project Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the not-to-exceed amount set forth in the funding section of this Agreement.

3. SCOPE OF WORK. Upon receipt of written notice to proceed from the AUTHORITY, CONSULTANT, shall perform the services necessary to complete the PROJECT in accordance with the Scope of Services set forth in Exhibit "A" attached hereto and incorporated herein. Any changes to the Scope of Services and associated costs shall be mutually agreed to in a formal written amendment approved by the AUTHORITY's Board of Trustees. CONSULTANT shall be solely responsible for managing the PROJECT, including the hiring and supervising of any consultants or contractors it engages under this Agreement. The CONSULTANT shall provide a detailed schedule to complete the Scope of Services within one week of receiving a notice to proceed.
4. COMPENSATION. Under this continuing services contract, the AUTHORITY will assign projects to the CONSULTANT as individual task orders. The fee for each of these task orders will be negotiated separately and become attached to this agreement. For satisfactory completion of services authorized under this Agreement, the AUTHORITY will pay the CONSULTANT the amount and on a schedule as described in the task order.

Subject to the established limiting amount, the CONSULTANT will receive compensation for the assigned task as a lump sum with payment based on the percentage of services satisfactorily performed during the invoiced period, unless otherwise specified in the task order. The AUTHORITY shall pay CONSULTANT within thirty (30) days of

receipt of an invoice, with the appropriate support documentation, which shall be submitted to the AUTHORITY at the following address:

LAKE COUNTY WATER AUTHORITY
27351 SR 19
Tavares, Florida 32778

5. CONTRACT PERIOD. This Agreement shall be effective upon execution by all parties and shall remain in effect until terminated by the parties pursuant to the terms of this Agreement not to exceed (5) years.
 - 5.1 The AUTHORITY may, by written notice to the CONSULTANT terminate this Agreement or any Task Authorization issued hereunder, in whole or in part, at any time, either for the AUTHORITY's convenience or because of the failure of the CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:
 - A. Immediately discontinue all services affected unless the notice directs otherwise, and
 - B. Deliver to the AUTHORITY all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT performing this Agreement, whether completed or in the process.
 - 5.2 If the termination is for the convenience of the AUTHORITY, the CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the AUTHORITY.
 - 5.3 If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the AUTHORITY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONSULTANT shall be liable to the AUTHORITY for all reasonable additional costs occasioned to the AUTHORITY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault of negligence of the CONSULTANT; however, that the CONSULTANT shall be responsible and liable for the actions of its subcontractors, agent's employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy acts of the AUTHORITY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, failure to perform must be beyond the control and without any fault or negligence of the CONSULTANT.
 - 5.4 If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be

conclusively deemed to have been effected for the convenience of the AUTHORITY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this section.

6. CONFIDENTIAL INFORMATION/COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. CONSULTANT acknowledges that AUTHORITY is a governmental agency subject to Chapter 119, Florida Statutes, regarding access to public records, and that CONSULTANT must comply with public records laws, as described at Section 119.0701, Florida Statutes, for retention of, and public access to, public records, nondisclosure of exempt or confidential records except as authorized by law, transfer of public records at no cost to the AUTHORITY upon termination of the contract, and destruction of duplicate, exempt or confidential public records.
7. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with AUTHORITY funds or developed in connections with this Agreement shall be and remain the property of the AUTHORITY. However, no use of any such documents shall be made by the AUTHORITY for purposes of profit or pecuniary benefit. Further, AUTHORITY shall indemnify and hold CONSULTANT harmless from any use of such documents by AUTHORITY outside the scope of this Agreement.
8. REPORTING. CONSULTANT shall provide the AUTHORITY with any and all reports, models, studies, maps or other documents resulting from the PROJECT.
9. LIABILITY. Each party hereto agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents, and shall indemnify and hold harmless the other party from such negligent acts or omissions; however, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.
10. INSURANCE REQUIREMENTS.

The CONSULTANT shall provide and maintain at all times during the term of contract, without cost or expense to the AUTHORITY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the AUTHORITY, insuring the CONSULTANT against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of the contract. The CONSULTANT is responsible for timely provision of certificate(s) of insurance to the AUTHORITY at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the CONSULTANT is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured; he or she will not hold the AUTHORITY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
 Garage Keepers Liability at coverage value: \$ _____

The Lake County Water Authority, and the Lake County Water Authority Board of Trustees, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the AUTHORITY of any change, cancellation, or nonrenewal of the provided insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY WATER AUTHORITY, AND THE LAKE COUNTY WATER
AUTHORITY BOARD OF TRUSTEES.
27351 SR 19
TAVARES, FL 32778

Certificates of insurance shall evidence a waiver of subrogation in favor of the AUTHORITY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the AUTHORITY.

The CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the AUTHORITY. At the option of the AUTHORITY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The AUTHORITY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the AUTHORITY of any insurance supplied by the CONSULTANT or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONSULTANT or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

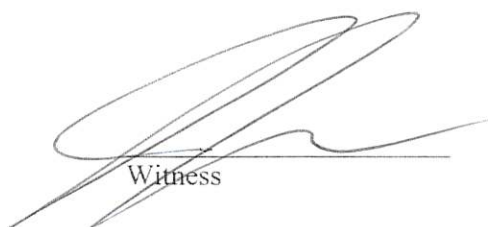
11. DEFAULT. Either party may terminate this Agreement upon the other party's default in complying with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing the term and/or condition with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate.
12. RELEASE OF INFORMATION. The parties shall not initiate any verbal or written media interviews or issue press releases on or about the PROJECT without providing advance copies to the other party. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.
13. AUTHORITY RECOGNITION. CONSULTANT shall recognize AUTHORITY funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to AUTHORITY approval.
14. PERMITS AND REAL PROPERTY RIGHTS. CONSULTANT shall obtain all permits and all real property rights necessary to complete the PROJECT prior to commencing the PROJECT. The AUTHORITY shall have no obligation to reimburse CONSULTANT for any costs under this Agreement until CONSULTANT has obtained such permits and rights.
15. LAW COMPLIANCE. Each party shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, relative to performance under this Agreement.
16. DISADVANTAGED BUSINESS ENTERPRISES. The AUTHORITY expects CONSULTANT to use good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this project Agreement. Invoice documentation submitted to the AUTHORITY under this Agreement shall include information relating to the amount of expenditures made to disadvantaged businesses by CONSULTANT in relation to this Agreement, to the extent CONSULTANT maintains such information.

17. ASSIGNMENT. Neither party may assign or transfer its rights or obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the written consent of the other party.
18. SUBCONTRACTORS. Nothing in this Agreement shall create, or be implied to create, any relationship between the AUTHORITY and any subcontractor of CONSULTANT.
19. THIRD PARTY BENEFICIARIES. Nothing in This Agreement shall be construed to benefit any person or entity not a party to this Agreement.
20. MODIFICATIONS. This Agreement constitutes the entire agreement between the parties and may be amended only in writing, signed by all parties to this Agreement.
21. DOCUMENTS. The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", and then to Exhibit "B".

A. Exhibit "A"	Request For Qualifications for General Engineering Support Services
B. Exhibit "B"	Professional Services Fee Schedule

(REST OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.



Witness

LAKE COUNTY WATER AUTHORITY

By: Don Hart 7-10-2020
Ron Hart, Executive Director Date

Federal ID# 59-6018003



Witness

DREDGING & MARINE CONSULTANTS

By: Sham SHAILESH K. PATEL 7-9-2020
Name, Title MANAGING MGR Date

Federal ID#: 32-0031996

Exhibit "A"

Request For Qualifications for General Engineering Support Services

LAKE COUNTY WATER AUTHORITY

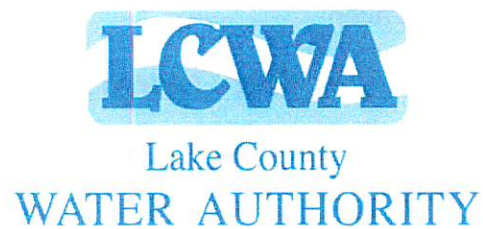
REQUEST FOR QUALIFICATIONS

FOR

GENERAL ENGINEERING SUPPORT SERVICES
IN LAKE COUNTY, FLORIDA

April 24, 2020

RFQ # 2020-04



Lake County Water Authority
27351 SR 19
Tavares, Florida 32778
(352) 324-6141

DMC Continuing Engineering Services
July 6, 2020

PART I - GENERAL CONDITIONS

1.1 DEVELOPMENT COST.

Neither the Authority nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request For Qualifications (RFQ). All statements of qualification should be prepared simply and economically, providing a straight forward and concise description of the Respondent's ability to meet the requirements of the RFQ.

1.2 CHANGES, DELAYS, AND ADDENDA.

The Authority reserves the right to delay scheduled RFQ due dates if determined to be to the advantage of the Authority. Any changes, delays, or addenda related to this RFQ issued by the Authority shall be sent to all persons/firms recorded as having received the original RFQ.

1.3 RULES FOR STATEMENTS OF QUALIFICATIONS.

Two or more firms may combine for the purpose of responding to this RFQ providing that one (1) is designated as "Prime" Respondent and the other as "Sub-Respondent(s)." The signer of the statement of qualifications must declare that any person or entity with any interest in the statement of qualifications, as a principal, is identified therein; that the statement of qualifications is made with collusion; that it is, in all respects, fair and in good faith; and that the signer of the statement of qualifications has full authority to negotiate for the organization.

1.4 STATEMENT OF QUALIFICATIONS FORMAT.

In order to assist the Authority's review process, statements of qualifications should be prepared utilizing the following format:

1.4.1 Letter of Transmittal.

This letter should not exceed two (2) pages in length and should briefly state the Respondent's understanding of the work to be done and make a positive commitment to perform the work in a timely fashion. It should also give the names of the individuals who will be authorized to make representations for the organization, their titles, addresses and telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.

1.4.2 Organizational Profile and Qualifications.

This section of the statement of qualification should give a description of your organization, including office location(s), size, range of activities, and any other appropriate information to describe the organization. Emphasis should be given to the organization's familiarity with the mission and objectives of the Lake County Water Authority, experience with similar projects and expertise in the subject field. Include three (3) references similar in scope and complexity to this statement of qualifications which the Authority may contact including name, address, and telephone number, and a brief description of the work performed for each reference. Resumes of key people currently employed by your organization who will be assigned to the Project should be included.

1.4.3 Scope of Work.

This section of the statement of qualification should describe the Scope of Work as you understand it and how your firm would be best suited to provide the services.

1.4.4 Additional Data.

Provide any additional information which you feel is pertinent for consideration that has not been included in previous sections of the statement of qualifications.

1.4.5 Oral Presentations.

At its discretion, the Authority may require any Respondent to also make an oral presentation of qualifications and credentials. These presentations provide an opportunity for the Respondent to clarify the statement of qualifications for the Authority.

1.5 CONFLICT OF INTEREST.

The award hereunder is subject to the provision of Chapter 112, Florida Statutes, as amended, governing conflicts of interest. All Respondents must disclose with their statement of qualifications the name of any officer, directors, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

The Respondent hereby agrees that, at the time of execution of an agreement, the Respondent will not be involved in any matters which adversely affect any interest or position of the Authority, and that the Respondent has no relationship with any third party relating to any matters which adversely affect any interest or position of the Authority. The Respondent shall not accept during the term of the agreement any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the Authority.

1.7 STATEMENT OF QUALIFICATIONS WITHDRAWAL.

Qualifications may be withdrawn by written notice signed by the same person who signed the RFQ form and received at any time prior to the opening. Qualifications may be withdrawn in person by Respondents or their authorized representative, provided the authorized representative's identity is made known and a signed receipt for the statement of qualifications is received.

1.8 PUBLIC AVAILABILITY OF RECORDS.

Once opened, all statements of qualifications shall become the property of the Authority, and, at the absolute discretion of the Authority, may not be returned to Respondent. Any information, reports, or other materials given to, prepared, or submitted in response to this RFQ shall be subject to the provisions and exceptions found in Chapter 119, Florida Statutes, commonly known as the Florida Public Records Act.

1.9 RIGHT TO ACCEPT OR REJECT QUALIFICATIONS.

Statements of qualifications which are incomplete, conditional, obscure, or contain additions not contemplated by the RFQ or irregularities of any kind, or do not comply in every respect with the RFQ, may be rejected at the option of the Authority. The Authority does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any statement of qualifications which in the judgment of the Authority will best serve the needs and the interests of the Authority. The Authority reserves the right to reject all qualifications and not grant any award resulting from the issuance of this RFQ.

1.10 CONTRACT INFORMATION.

The contents of the statements of qualifications of the successful Respondent(s) shall be incorporated into a written contract document to include terms acceptable to the Authority at its absolute discretion and shall become a legal obligation of the executed contract. Failure of Respondent(s) to accept this obligation shall result in the cancellation of any award. Any

contract(s) resulting from this RFQ shall be governed by the laws of the State of Florida. The Authority shall have the right to examine and audit the successful Respondent's Project-related books, records, documents, and papers during the Project and for at least three (3) years following completion date. Any equipment purchased with funds provided by the Authority shall be the property of the Authority and shall be returned to the Authority upon termination of the contract. The selected Respondent(s) shall also be required to comply with all applicable laws, rules, regulations, and contract provisions or conditions necessary in the judgment of the Authority to constitute a sound and complete contract.

1.11 INDEMNIFICATION.

In addition to insurance requirements found in Part IV, contract(s) resulting from this RFQ shall require the Respondent to defend, indemnify, and save harmless the Authority, and all Authority agents, employees and officers from and against all liabilities, claims, damages, expenses, or actions, either at law or in equity, including court costs and attorneys' fees, allegedly caused or incurred, in whole or in part, as a result of any act or omission by the Respondent, its agents, employees, subcontractors, assigns, heirs, or anyone for whose acts or omissions any of these persons or entities may be liable during the Respondent's performance in connection with this project.

1.12 WITHHOLDING PAYMENT.

The Authority may retain and hold so much of the payments due the Respondent under any resulting contract as is considered necessary by the Authority until such actions, causes, claims, demands, judgments, losses, payments, recoveries, and suits have been settled and acceptable evidence to that effect have been furnished to the Authority.

1.13 RETAINAGE.

Depending upon the project specific section (Part III) of the RFQ, any contract(s) resulting from this RFQ may require that the Authority withhold ten percent (10%) of each invoice as final payment for the work performed. Final payment shall be made upon satisfactory completion and acceptance of the Respondent's performance by the Authority.

1.14 TERMINATION.

Unless otherwise agreed to by the Authority, any Contract resulting from this statement of qualifications may be terminated by the Authority without cause upon fifteen (15) days written notice to the contractor/consultant. Termination shall be effective upon the fifteenth (15th) day after the contractor/consultant's receipt of said notice. In the event of such termination, the

contractor/consultant shall be entitled to compensation for all services reasonably and properly incurred to the date of termination.

1.15 LAW COMPLIANCE.

The Respondent shall abide by and assist the Authority in satisfying all applicable federal, state, and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this statement of qualifications. The Respondent shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status, or national origin. Likewise, Respondent shall obtain and maintain all permits and licenses necessary for its performance of this contract.

1.16 AMERICANS WITH DISABILITIES ACT (ADA).

The Lake County Water Authority (Authority) does not discriminate upon the basis of any individual's disability status. The non-discrimination policy involves every aspect of the Authority's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the American With Disabilities Act, should contact the Authority.

1.17 CORRESPONDENCE.

Unless otherwise stated or notified in writing by the Authority, correspondence pursuant to this Request for Qualifications shall be sent to the Authority at the following address:

Lake County Water Authority
27351 SR 19
Tavares, FL 32778

PART II - INTRODUCTION

2.1 GENERAL INFORMATION.

The Lake County Water Authority (AUTHORITY), hereby solicits qualifications for professional general engineering services for the following purpose:

Perform engineering support services that include, but are not necessarily limited to: evaluating drainage, flooding or soil erosion problems; hydrological surveys; collection of data; drainage calculations or modeling; surveying; identifying, describing, and obtaining necessary easements; preparation of

alternative solutions to dredging and cost estimates; wetland assessment, compensation and management; preparation of bid and specifications documents; preparation of construction plans and specifications for waterway maintenance or other earthmoving or construction related activities; regulatory permitting; construction management; engineering and design of water control structures; general civil engineering services for parking lots, entrance roads or other improvements to Authority owned properties.

To be considered, one (1) digital copy in Adobe PDF form and five (5) hard copies of the statement of qualifications must be received by the Lake County Water Authority at 27351 SR 19, Tavares, Florida 32778, by 4:00 p.m. (EDT) on May 29, 2020. The AUTHORITY reserves the right to reject any or all statements of qualification submitted. Statements of qualification submitted will be evaluated by a Review Committee established by the Authority.

During the evaluation process, the Review Committee and the AUTHORITY reserve the right, when it serves the AUTHORITY's best interest, to request additional information or clarification from respondents. At the discretion of the AUTHORITY or the Review Committee, respondents submitting qualifications may be requested to make oral presentations as part of the evaluation process.

The AUTHORITY reserves the right to retain all statements of qualification submitted and to use any ideas in a future Request For Qualifications. Submission of a statement of qualification indicates acceptance by the respondent of the conditions contained in this Request for Qualifications, unless clearly and specifically noted in the statement of qualifications submitted and confirmed in the contract between the AUTHORITY and the respondent selected.

This Request for Qualifications is in accordance with and pursuant to Section 287.055, Florida Statutes, "Consultants' Competitive Negotiation Act" (CCNA).

The AUTHORITY anticipates that within sixty (60) days after receipt of statement of qualification, the selected firms will be notified and that negotiations will begin shortly thereafter.

2.2 TERM OF CONTRACT.

The expected term of the contract resulting from this Request for Qualifications shall be four (4) years from the contract execution date. It is anticipated that this may be a renewable contract.

2.3 REQUEST FOR QUALIFICATIONS CALENDAR.

The following is a list of key dates up to and including the date statements of qualification are due to be submitted.

Request for Qualifications Issued

**April 24,
2020**

General questions related to this Request for Qualifications will be answered by telephone Monday through Friday from 9:30 a.m. to 4:30 p.m. Project background materials, e.g. plans and reports, will be available for review (by appointment) at the location stated below.

Technical questions must be submitted in writing, by mail, or email no later than ten (10) working days before the due date. The AUTHORITY will attempt to answer all submitted questions in a timely manner, but accepts no responsibility for response delays. Questions and answers will be posted on the Authority's website (www.lcwa.org) linked to original RFQ.

All AUTHORITY contact must be through Jason Danaher, Water Resources Director, Lake County Water Authority, 27351 SR 19, Tavares, Florida 32778, telephone number (352) 324-6141 or email jdanager@lcwa.org.

Statements of Qualifications due (4:00 p.m.)

May 29, 2020

Respondents notified

June 30, 2020

Award notices will be mailed or faxed upon selection. The AUTHORITY reserves the right to request oral presentations prior to making a final decision. No telephone inquiries will be accepted.

PART III - NATURE OF SERVICES REQUIRED

3.0 BACKGROUND

The mission of the Lake County Water Authority authorizes the agency to provide projects that make improvements to surface water quality, including, but not limited to, stormwater retrofit, dredging, or other projects resulting in nutrient reductions in the waterbodies throughout Lake County. As such, the Lake County Water Authority is soliciting qualifications from professionals to perform engineering support services that include, but are not necessarily limited to: evaluating drainage, flooding or soil erosion problems; collection of data; drainage calculations or modeling; surveying; identifying, describing, and obtaining necessary easements; preparation of alternative solutions and

cost estimates; wetland assessment, compensation and management; preparation of bid and specifications documents; preparation of construction plans and specifications; regulatory permitting; construction management.

The Lake County Water Authority has purchased over 6,500 acres of property in Lake County and must be able to maintain and make the improvements planned for the properties to provide for public access and recreation. To that end, the Authority will require professionals to perform engineering support services for general civil engineering services for parking lots, entrance roads, docks or other improvements to Authority owned properties;

Firms must be licensed to practice engineering in the State of Florida. Evaluation of qualifications by the Lake County Water Authority shall include consideration of factors such as familiarity with Lake County and the mission of the Lake County Water Authority; experience in similar types of projects; competence with respect to all professional disciplines required for the completion of projects; knowledge and capabilities of personnel to be assigned to perform and manage the services required for this project; and the office location from which key personnel will be located.

PART IV - INSURANCE REQUIREMENTS

4.1 INSURANCE REQUIREMENTS.

Any contract resulting from this RFQ shall require the successful respondent to maintain, during the entire term of the contract, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and shall not commence work under the contract until the AUTHORITY has received an acceptable certificate or certificates of insurance showing evidence of such coverage:

- 4.1.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Minimum Limits	\$1,000,000 per occurrence
.....	\$1,000,000 in the aggregate

- 4.1.2 The AUTHORITY and its employees, agents, and officers shall be named as additional insureds on the general liability policy to the extent of the AUTHORITY's interests arising from the Contract.

- 4.1.3 Professional liability (errors and omissions) insurance in a minimum amount of one million dollars (\$1,000,000).

- 4.1.4 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person	\$500,000
Bodily Injury Liability per Occurrence	\$500,000
Property Damage Liability	\$500,000
-or- Combined Single Limit	\$500,000

- 4.1.5 Workers compensation insurance in accordance with Chapter 440, Florida Statutes, and/or maritime law, if applicable.
- 4.1.6 Certificates of insurance shall be required from any Sub-Contractors otherwise the Consultant must provide evidence satisfactory to the AUTHORITY that coverage is afforded to the Sub-Contractor by the Consultant's insurance policies.
- 4.1.7 Certificates of insurance shall provide for mandatory thirty (30) days prior written notice to the AUTHORITY of any material change or cancellation of any of the required insurance coverage.

PART V - EVALUATION PROCEDURES

5.1 REVIEW COMMITTEE.

All statements of qualification submitted will be evaluated by a Review Committee which will make recommendations to the Board of Trustees of the AUTHORITY.

5.2 REVIEW OF QUALIFICATIONS.

The Review Committee will use a point formula during the review process to score qualifications. Each member of the Review Committee will score each technical statement of qualifications by each of the criteria described in Section 5.3 below. The full Review Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each respondent. At this point, respondents with an unacceptably low technical score may be eliminated from further consideration.

The AUTHORITY reserves the right to retain all respondent's submissions and use any idea in a future statement of qualifications.

5.3 EVALUATION METHOD AND CRITERIA.

Qualifications shall be evaluated by the following criteria:

NO COST EITHER HOURLY OR OTHERWISE IS TO BE SUBMITTED.

Category

Point Range

Organization Profile and Qualifications.....0-25
Ability to furnish the required services / Performance history on similar projects / Recent, current and projected workload / Volume of work previously awarded by the AUTHORITY / Willingness to meet time and budget requirements

Technical and Management Approach0-30
Goals and objectives clearly understood / Quality, creativity and depth of statement of qualifications / Commitment of staff and resources / Project management, controls and communications

Project Team Qualifications.....0-45
Ability of professional personnel / Past performance with similar projects / Relevant education and training / current and projected workloads / demonstrated knowledge of local issues, conditions and the Lake County Water Authority mission and objectives.

5.4 FINAL SELECTION.

The AUTHORITY intends to execute contracts with at least three respondents receiving the highest evaluations at compensation which the AUTHORITY determines is fair, competitive and reasonable. If the AUTHORITY is unable to negotiate a satisfactory contract with a respondent having one of the three highest evaluations at a price the AUTHORITY determines to be fair, competitive and reasonable, the AUTHORITY will terminate negotiations and undertake negotiations with the remaining respondents in the order of highest to lowest evaluation scores until a satisfactory number of contracts have been executed.

The respondents having one of the three highest evaluations will be required to provide an additional ten (10) copies of the statement of qualifications for the Lake County Water Authority Board of Trustees to review.

The AUTHORITY anticipates that on or about June 30, 2020 the top three evaluated firms will be notified, and that negotiations as stated above will begin shortly thereafter.

Exhibit "B"
Professional Services Fee Schedule

Exhibit B



PROFESSIONAL ENGINEERING AND CONSULTING SERVICES
BURDENED RATES
LAKE COUNTY WATER AUTHORITY – RFQ 2020-04

<u>Project Staff</u>	<u>Hourly Rate</u>
Principal / Senior Manager	\$165.00
Principal Engineer / Scientist.....	\$165.00
Project Manager.....	\$130.00
Senior Professional	\$120.00
Engineering Professional (P.E.)	\$110.00
Environmental Professional.....	\$ 95.00
Staff Engineer / Staff Environmental Professional	\$ 80.00
 <u>Technical Support Staff</u>	
Senior CADD Technician	\$85.00
CADD Technician.....	\$80.00
Grants Coordinator.....	\$65.00
Administrative / Accounting	\$55.00
 <u>Construction Inspection / Administration</u>	
Construction Manager	\$120.00
Senior Resident Inspector	\$ 80.00
Environmental / Construction Inspector	\$ 75.00
Field Technician	\$ 65.00
 <u>Equipment Expenses</u>	
Jon Boat (per day).....	\$250.00
Turbidity Meter / Standards (per day)	\$100.00
Sediment Sampler (per day).....	\$100.00
Subcontractor Expenses	Cost

AGREEMENT BETWEEN THE
LAKE COUNTY WATER AUTHORITY
AND
DREDGING & MARINE CONSULTANTS
FOR CONTINUING ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between the LAKE COUNTY WATER AUTHORITY, a public corporation of the State of Florida whose address is 107 North Lake Avenue, Tavares, Florida 32778, hereinafter referred to as the "AUTHORITY," AND Dredging & Marine Consultants, whose address is 4643 S Clyde Morris Blvd., Unit 302, Port Orange, FL 32129, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, the AUTHORITY, was created by its Special Act, Chapter 29222, Laws of Florida, for the purposes, among others, of controlling and conserving the fresh water resources of Lake County; preserving, protecting, and improving the fish and wildlife of the county; and protecting the freshwater resources of assisting local governments in the treatment of storm water runoff, and

WHEREAS, The AUTHORITY does hereby retain the CONSULTANT to furnish miscellaneous engineering services on an as-needed basis in connection with various studies, engineering designs, repairs and construction projects, as described in Exhibit A, Request For Qualifications for General Engineering Support Services

WHEREAS, the AUTHORITY considers the PROJECT worthwhile and desires to enter into an agreement to perform the PROJECT, and

NOW, THEREFORE, the AUTHORITY and CONSULTANT, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR. The CONSULTANT shall perform as an Independent Contractor and not as an employee, representative or agent of the AUTHORITY.
2. PROJECT MANAGER AND NOTICES: Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with PROJECT coordination and shall be the party's prime contact person. Notices or reports shall be sent to the attention of the parties' Project Manager by U.S. mail, postage paid, to the parties' addresses as set forth below:

Project manager for the AUTHORITY:	Mr. Ronald L. Hart 107 North Lake Avenue Tavares, Florida 32778 (352) 343-3777 Ex. 24
------------------------------------	------------------------------------------------------------------------------------------------

Project manager for CONSULTANT:

Mr. Shailesh K. Patel, M.Sc. CPSSc.
4643 S Clyde Morris Blvd., Unit 302
Port Orange, FL 32129
(386) 846-4760

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 1.1 The AUTHORITY's Project Manager is hereby authorized to approve requests To extend any PROJECT task deadline set forth in this Agreement. Such approval shall be in writing, shall explain the reason for the extension and shall be signed by the AUTHORITY's Executive Director. The AUTHORITY's Project Manager is not authorized to approve any time extension which will result in an increased cost to the AUTHORITY or any time extension which will likely delay the final PROJECT task deadline.

The AUTHORITY's Project Manager is authorized to adjust a line item amount of the PROJECT budget set forth in Exhibit "D" only if the request is made from CONSULTANT in writing and such adjustment, does not result in an increase to the total PROJECT cost. Such approval shall be in writing, shall explain the reason for the adjustment, and shall be signed by the AUTHORITY's Project Manager and the AUTHORITY's Executive Director. The AUTHORITY's Project Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the not-to-exceed amount set forth in the funding section of this Agreement.

2. SCOPE OF WORK. Upon receipt of written notice to proceed from the AUTHORITY, CONSULTANT, shall perform the services necessary to complete the PROJECT in accordance with the Scope of Services set forth in Exhibit "A" attached hereto and incorporated herein. Any changes to the Scope of Services and associated costs shall be mutually agreed to in a formal written amendment approved by the AUTHORITY's Board of Trustees. CONSULTANT shall be solely responsible for managing the PROJECT, including the hiring and supervising of any consultants or contractors it engages under this Agreement. The CONSULTANT shall provide a detailed schedule to complete the Scope of Services within one week of receiving a notice to proceed.
3. COMPENSATION. Under this continuing services contract, the AUTHORITY will assign projects to the CONSULTANT as individual task orders. The fee for each of these task orders will be negotiated separately and become attached to this agreement. For satisfactory completion of services authorized under this Agreement, the AUTHORITY will pay the CONSULTANT the amount and on a schedule as described in the task order.

Subject to the established limiting amount, the CONSULTANT will receive compensation for the assigned task as a lump sum with payment based on the percentage of services satisfactorily performed during the invoiced period, unless otherwise specified in the task order. The AUTHORITY shall pay CONSULTANT within thirty (30) days of

receipt of an invoice, with the appropriate support documentation, which shall be submitted to the AUTHORITY at the following address:

LAKE COUNTY WATER AUTHORITY
107 North Lake Avenue
Tavares, Florida 32778

4. CONTRACT PERIOD. This Agreement shall be effective upon execution by all parties and shall remain in effect until terminated by the parties pursuant to the terms of this Agreement not to exceed (5) years.
- 4.1 The AUTHORITY may, by written notice to the CONSULTANT terminate this Agreement or any Task Authorization issued hereunder, in whole or in part, at any time, either for the AUTHORITY's convenience or because of the failure of the CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:
- A. Immediately discontinue all services affected unless the notice directs otherwise, and
 - B. Deliver to the AUTHORITY all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT performing this Agreement, whether completed or in the process.
- 4.2 If the termination is for the convenience of the AUTHORITY, the CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the AUTHORITY.
- 4.3 If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the AUTHORITY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONSULTANT shall be liable to the AUTHORITY for all reasonable additional costs occasioned to the AUTHORITY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault of negligence of the CONSULTANT; however, that the CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy acts of the AUTHORITY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, failure to perform must be beyond the control and without any fault or negligence of the CONSULTANT.

- 4.4 If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the AUTHORITY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this section.
5. CONFIDENTIAL INFORMATION/COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. CONSULTANT acknowledges that AUTHORITY is a governmental agency subject to Chapter 119, Florida Statutes, regarding access to public records, and that CONSULTANT must comply with public records laws, as described at Section 119.0701, Florida Statutes, for retention of, and public access to, public records, nondisclosure of exempt or confidential records except as authorized by law, transfer of public records at no cost to the AUTHORITY upon termination of the contract, and destruction of duplicate, exempt or confidential public records.
6. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with AUTHORITY funds or developed in connections with this Agreement shall be and remain the property of the AUTHORITY. However, no use of any such documents shall be made by the AUTHORITY for purposes of profit or pecuniary benefit. Further, AUTHORITY shall indemnify and hold CONSULTANT harmless from any use of such documents by AUTHORITY outside the scope of this Agreement.
7. REPORTING. CONSULTANT shall provide the AUTHORITY with any and all reports, models, studies, maps or other documents resulting from the PROJECT.
8. LIABILITY. Each party hereto agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents, and shall indemnify and hold harmless the other party from such negligent acts or omissions; however, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.
9. INSURANCE REQUIREMENTS.

<u>Scope of Coverage</u>	<u>Estimated Total Payments per Fiscal Year</u>	
	<u>over \$25,000 or Higher Risk Activity</u>	<u>under \$25,000 and Lower Risk Activity</u>
<u>Commercial General Liability</u>	-	-
<u>Each Occurrence/General</u>	<u>\$1,000,000/\$2,000,000</u>	<u>\$500,000/\$500,000</u>
<u>Aggregate</u>		
<u>Product-Completed Operations</u>	<u>\$2,000,000</u>	<u>\$500,000</u>
<u>Personal & Adv. Injury</u>	<u>\$1,000,000</u>	<u>\$500,000</u>

W. J. [Signature]
19 April 2015
Sam
8-18-2015

<u>Fire Damage</u>	<u>\$50,000</u>	<u>\$50,000</u>
<u>Medical Expense</u>	<u>\$5,000</u>	<u>\$5,000</u>
<u>Contractual Liability</u>	<u>Included</u>	<u>Included</u>
<u>Automobile Liability</u>	<u>Owned, Non-owned, & Hired</u>	<u>Scheduled Vehicles Acceptable</u>
<u>Combined Single Limit</u>	<u>\$1,000,000</u>	<u>\$300,000</u>
<u>Bodily Injury per person/per accident</u>	<u>n/a</u>	<u>\$100,000/\$300,000</u>
<u>Workers Compensation Employers Liability</u>	<u>Statutory</u>	<u>Statutory</u>
<u>Each Accident</u>	<u>\$1,000,000</u>	<u>\$100,000</u>
<u>Disease Each Employee</u>	<u>\$1,000,000</u>	<u>\$100,000</u>
<u>Disease Policy Limit</u>	<u>\$1,000,000</u>	<u>\$500,000</u>
<u>Maritime, Federal</u>	<u>If Applicable</u>	<u>If Applicable</u>

<u>Additional Insured</u>	<u>All Liability Coverages</u>	<u>General Liability</u>
<u>Waiver of Subrogation</u>	<u>Yes</u>	<u>Yes</u>
<u>30 Days written notice of cancellation endorsement</u>	<u>Yes</u>	<u>No</u>

To be determined (TBD) on a case-by-case basis:

<u>Aircraft Liability</u>	<u>TBD</u>	<u>TBD</u>
<u>Builders Risk and/or Installation Floater</u>	<u>TBD</u>	<u>TBD</u>
<u>Pollution/Env Impairment Liability</u>	<u>TBD</u>	<u>TBD</u>
<u>Professional Liability (min/aggregate)</u>	<u>\$1,000,000/\$2,000,000</u>	<u>\$500,000/\$1,000,000</u>
<u>Umbrella Liability</u>	<u>TBD</u>	<u>TBD</u>
<u>Watercraft Liability</u>	<u>TBD</u>	<u>TBD</u>
<u>XCU Not Excluded from GCL</u>	<u>TBD</u>	<u>TBD</u>

- ☐ Certificate of Insurance shall identify the applicable solicitation
- ☐ Vendor is responsible for subcontractors and their insurance
- ☐ The Water Authority's Executive Director has the authority to amend these insurance guidelines if it is determined to be in the best interest of the Water Authority

10. **DEFAULT.** Either party may terminate this Agreement upon the other party's default in complying with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing the term and/or condition with which the defaulting party has failed to comply. If the

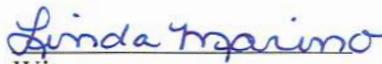
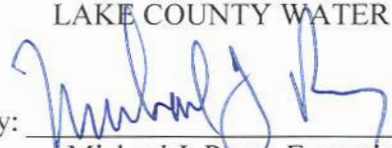
defaulting party has not remedied its default within (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate.

11. RELEASE OF INFORMATION. The parties shall not initiate any verbal or written media interviews or issue press releases on or about the PROJECT without providing advance copies to the other party. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.
12. AUTHORITY RECOGNITION. CONSULTANT shall recognize AUTHORITY funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to AUTHORITY approval.
13. PERMITS AND REAL PROPERTY RIGHTS. CONSULTANT shall obtain all permits and all real property rights necessary to complete the PROJECT prior to commencing the PROJECT. The AUTHORITY shall have no obligation to reimburse CONSULTANT for any costs under this Agreement until CONSULTANT has obtained such permits and rights.
14. LAW COMPLIANCE. Each party shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, relative to performance under this Agreement.
15. DISADVANTAGED BUSINESS ENTERPRISES. The AUTHORITY expects CONSULTANT to use good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this project Agreement. Invoice documentation submitted to the AUTHORITY under this Agreement shall include information relating to the amount of expenditures made to disadvantaged businesses by CONSULTANT in relation to this Agreement, to the extent CONSULTANT maintains such information.
16. ASSIGNMENT. Neither party may assign or transfer its rights or obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the written consent of the other party.
17. SUBCONTRACTORS. Nothing in this Agreement shall create, or be implied to create, any relationship between the AUTHORITY and any subcontractor of CONSULTANT.
18. THIRD PARTY BENEFICIARIES. Nothing in This Agreement shall be construed to benefit any person or entity not a party to this Agreement.
19. MODIFICATIONS. This Agreement constitutes the entire agreement between the parties and may be amended only in writing, signed by all parties to this Agreement.

20. DOCUMENTS. The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", and then to Exhibit "B".

- | | |
|----------------|---------------------------------------------------------------------|
| A. Exhibit "A" | Request For Qualifications for General Engineering Support Services |
| B. Exhibit "B" | Professional Services Fee Schedule |

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

LAKE COUNTY WATER AUTHORITY		
 Linda Marino Witness	By:  Michael J. Perry, Executive Director	14 Aug 2015 Date
Federal ID# 59-6018003		


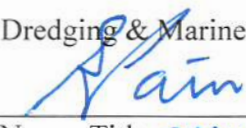
Dredging & Marine Consultants, LLC		
 Shailesh K. Patel Witness	By:  Name, Title: SHAILESH K. PATEL, MANAGING MEMBER	
Federal ID#: 32-0031996		

Exhibit "A"

Request For Qualifications for General Engineering Support Services

LAKE COUNTY WATER AUTHORITY

REQUEST FOR QUALIFICATIONS

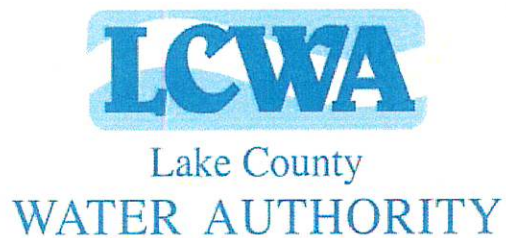
FOR

GENERAL ENGINEERING SUPPORT SERVICES

IN LAKE COUNTY, FLORIDA

December 10, 2014

RFQ # 2015-02



Lake County Water Authority
107 North Lake Avenue
Tavares, Florida 32778
(352) 343-3777

PART I - GENERAL CONDITIONS

1.1 DEVELOPMENT COST

Neither the Authority nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. All statements of qualification should be prepared simply and economically, providing a straight forward and concise description of the Respondent's ability to meet the requirements of the RFQ.

1.2 CHANGES, DELAYS, AND ADDENDA.

The Authority reserves the right to delay scheduled RFQ due dates if determined to be to the advantage of the Authority. Any changes, delays, or addenda related to this RFQ issued by the Authority shall be sent to all persons/firms recorded as having received the original RFQ.

1.3 RULES FOR STATEMENTS OF QUALIFICATIONS.

Two or more firms may combine for the purpose of responding to this RFQ providing that one (1) is designated as "Prime" Respondent and the other as "Sub-Respondent(s)." The signer of the statement of qualifications must declare that any person or entity with any interest in the statement of qualifications, as a principal, is identified therein; that the statement of qualifications is made with collusion; that it is, in all respects, fair and in good faith; and that the signer of the statement of qualifications has full authority to negotiate for the organization.

1.4 STATEMENT OF QUALIFICATIONS FORMAT.

In order to assist the Authority's review process, statements of qualifications should be prepared utilizing the following format:

1.4.1 Letter of Transmittal.

This letter should not exceed two (2) pages in length and should briefly state the Respondent's understanding of the work to be done and make a positive commitment to perform the work in a timely fashion. It should also give the names of the individuals who will be authorized to make representations for the organization, their titles, addresses and telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.

1.4.2 Organizational Profile and Qualifications.

This section of the statement of qualification should give a description of your organization, including office location(s), size, range of activities, and any other appropriate information to describe the organization. Emphasis should be given to the organization's familiarity with the mission and objectives of the Lake County Water Authority, experience with similar projects and expertise in the subject

field. Include three (3) references similar in scope and complexity to this statement of qualifications which the Authority may contact including name, address, and telephone number, and a brief description of the work performed for each reference. Resumes of key people currently employed by your organization who will be assigned to the Project should be included.

1.4.3 Scope of Work.

This section of the statement of qualification should describe the Scope of Work as you understand it and how your firm would be best suited to provide the services.

1.4.4 Additional Data.

Provide any additional information which you feel is pertinent for consideration that has not been included previous sections of the statement of qualifications.

1.4.5 Oral Presentations.

At its discretion, the Authority may require any Respondent to also make an oral presentation of qualifications and credentials. These presentations provide an opportunity for the Respondent to clarify the statement of qualifications for the Authority.

1.5 CONFLICT OF INTEREST.

The award hereunder is subject to the provision of Chapter 112, Florida Statutes, as amended, governing conflicts of interest. All Respondents must disclose with their statement of qualifications the name of any officer, directors, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

The Respondent hereby agrees that, at the time of execution of an agreement, the Respondent will not be involved in any matters which adversely affect any interest or position of the Authority, and that the Respondent has no relationship with any third party relating to any matters which adversely affect any interest or position of the Authority. The Respondent shall not accept during the term of the agreement any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the Authority.

1.6 STATEMENT OF QUALIFICATIONS WITHDRAWAL.

Qualifications may be withdrawn by written notice signed by the same person who signed the RFQ form and received at any time prior to the opening. Qualifications may be withdrawn in person by Respondents or their authorized representative, provided the authorized representative's identity is made known and a signed receipt for the statement of qualifications is received.

1.7 PUBLIC AVAILABILITY OF RECORDS.

Once opened, all statements of qualifications shall become the property of the Authority, and, at the absolute discretion of the Authority, may not be returned to Respondent. Any information, reports, or other materials given to, prepared, or submitted in response to this RFQ shall be subject to the provisions and exceptions found in Chapter 119, Florida Statutes, commonly known as the Florida Public Records Act.

1.8 RIGHT TO ACCEPT OR REJECT QUALIFICATIONS.

Statements of qualifications which are incomplete, conditional, obscure, or contain additions not contemplated by the RFQ or irregularities of any kind, or do not comply in every respect with the RFQ, may be rejected at the option of the Authority. The Authority does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any statement of qualifications which in the judgment of the Authority will best serve the needs and the interests of the Authority. The Authority reserves the right to reject all qualifications and not grant any award resulting from the issuance of this RFQ.

1.9 CONTRACT INFORMATION.

The contents of the statements of qualifications of the successful Respondent(s) shall be incorporated into a written contract document to include terms acceptable to the Authority at its absolute discretion and shall become a legal obligation of the executed contract. Failure of Respondent(s) to accept this obligation shall result in the cancellation of any award. Any contract(s) resulting from this RFQ shall be governed by the laws of the State of Florida. The Authority shall have the right to examine and audit the successful Respondent's Project-related books, records, documents, and papers during the Project and for at least three (3) years following completion date. Any equipment purchased with funds provided by the Authority shall be the property of the Authority and shall be returned to the Authority upon termination of the contract. The selected Respondent(s) shall also be required to comply with all applicable laws, rules, regulations, and contract provisions or conditions necessary in the judgment of the Authority to constitute a sound and complete contract.

1.10 INDEMNIFICATION.

In addition to insurance requirements found in Part IV, contract(s) resulting from this RFQ shall require the Respondent to defend, indemnify, and save harmless the Authority, and all Authority agents, employees and officers from and against all liabilities, claims, damages, expenses, or actions, either at law or in equity, including court costs and attorneys' fees, allegedly caused or incurred, in whole or in part, as a result of any act or omission by the Respondent, its agents, employees, subcontractors, assigns, heirs, or anyone for whose acts or omissions any of these persons or entities may be liable during the Respondent's performance in connection with this project.

1.11 WITHHOLDING PAYMENT.

The Authority may retain and hold so much of the payments due the Respondent under any resulting contract as is considered necessary by the Authority until such actions, causes, claims, demands, judgments, losses, payments, recoveries, and suits have been settled and acceptable evidence to that effect have been furnished to the Authority.

1.12 RETAINAGE.

Depending upon the project specific section (Part III) of the RFQ, any contract(s) resulting from this RFQ may require that the Authority withhold ten percent (10%) of each invoice as final payment for the work performed. Final payment shall be made upon satisfactory completion and acceptance of the Respondent's performance by the Authority.

1.13 TERMINATION.

Unless otherwise agreed to by the Authority, any Contract resulting from this statement of qualifications may be terminated by the Authority without cause upon fifteen (15) days written notice to the contractor/consultant. Termination shall be effective upon the fifteenth (15th) day after the contractor/consultant's receipt of said notice. In the event of such termination, the contractor/consultant shall be entitled to compensation for all services reasonably and properly incurred to the date of termination.

1.14 LAW COMPLIANCE.

The Respondent shall abide by and assist the Authority in satisfying all applicable federal, state, and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this statement of qualifications. The Respondent shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status, or national origin. Likewise, Respondent shall obtain and maintain all permits and licenses necessary for its performance of this contract.

1.15 AMERICANS WITH DISABILITIES ACT (ADA).

The Lake County Water Authority (Authority) does not discriminate upon the basis of any individual's disability status. The non-discrimination policy involves every aspect of the Authority's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the American With Disabilities Act, should contact the Authority.

1.16 CORRESPONDENCE.

Unless otherwise stated or notified in writing by the Authority, correspondence pursuant to this Request for Qualifications shall be sent to the Authority at the following address:

Lake County Water Authority
107 North Lake Avenue
Tavares, FL 32778

PART II - INTRODUCTION

2.1 GENERAL INFORMATION.

The Lake County Water Authority (AUTHORITY), hereby solicits qualifications for professional general engineering services for the following purpose:

Perform engineering support services that include, but are not necessarily limited to: evaluating drainage, flooding or soil erosion problems; collection of data; drainage calculations or modeling; surveying; identifying, describing, and obtaining necessary easements; preparation of alternative solutions to dredging and cost estimates; wetland assessment, compensation and management; preparation of bid and specifications documents; preparation of construction plans and specifications for waterway maintenance or other earthmoving or construction related activities; regulatory permitting; construction management; general civil engineering services for parking lots, entrance roads or other improvements to Authority owned properties.

To be considered, one (1) digital copy in Adobe PDF form and five (5) hard copies of the statement of qualifications must be received by the Lake County Water Authority at 107 North Lake Avenue, Tavares, Florida 32778, by 2:00 p.m. (EDT) on January 15, 2015. The AUTHORITY reserves the right to reject any or all statements of qualification submitted. Statements of

qualification submitted will be evaluated by a Review Committee established by the Authority.

During the evaluation process, the Review Committee and the AUTHORITY reserve the right, when it serves the AUTHORITY's best interest, to request additional information or clarification from respondents. At the discretion of the AUTHORITY or the Review Committee, respondents submitting qualifications may be requested to make oral presentations as part of the evaluation process.

The AUTHORITY reserves the right to retain all statements of qualification submitted and to use any ideas in a future Request For Qualifications. Submission of a statement of qualification indicates acceptance by the respondent of the conditions contained in this Request for Qualifications, unless clearly and specifically noted in the statement of qualifications submitted and confirmed in the contract between the AUTHORITY and the respondent selected.

This Request for Qualifications is in accordance with and pursuant to Section 287.055, Florida Statutes, "Consultants' Competitive Negotiation Act" (CCNA).

The AUTHORITY anticipates that within thirty (60) days after receipt of statement of qualification, the selected firms will be notified and that negotiations will begin shortly thereafter.

2.2 TERM OF CONTRACT.

The expected term of the contract resulting from this Request for Qualifications shall be five (5) years from the contract execution date. The contract may be renewable at the discretion of the Authority.

2.3 REQUEST FOR QUALIFICATIONS CALENDAR.

The following is a list of key dates up to and including the date statements of qualification are due to be submitted.

**Request for Qualifications Issued
2014**

December 10,

General questions related to this Request for Qualifications will be answered by telephone Monday through Friday from 9:30 a.m. to 4:30 p.m. Project background materials, e.g. plans and reports, will be available for review (by appointment) at the location stated below.

Technical questions must be submitted in writing, by mail or fax no later than ten (10) working days before the due date. The AUTHORITY will attempt to answer all submitted questions in a timely manner, but accepts no responsibility for response delays.

If there is an addendum, it will be posted on the Authority website at www.lcwa.org five working days before the submittal deadline.

All AUTHORITY contact must be through Ron Hart, Water Resources Program Manager, Lake County Water Authority, 107 North Lake Avenue, Tavares, Florida 32778, telephone number (352) 343-3777, FAX number (352) 343-4259.

Statements of Qualifications due (2:00 p.m.)

January 15, 2015

Respondents notified

February 25, 2015

Award notices will be mailed or faxed upon selection. The AUTHORITY reserves the right to request oral presentations prior to making a final decision. No telephone inquiries will be accepted.

PART III - NATURE OF SERVICES REQUIRED

3.0 BACKGROUND

The mission of the Lake County Water Authority authorizes the agency to provide projects that make improvements to surface water quality, including, but not limited to, stormwater retrofit, dredging, or other projects resulting in nutrient reductions in the lakes throughout Lake County. As such, the Lake County Water Authority is soliciting qualifications from professionals to perform engineering support services that include, but are not necessarily limited to: evaluating drainage, flooding or soil erosion problems; collection of data; drainage calculations or modeling; surveying; identifying, describing, and obtaining necessary easements; preparation of alternative solutions and cost estimates; wetland assessment, compensation and management; preparation of bid and specifications documents; preparation of construction plans and specifications; regulatory permitting; construction management.

The Lake County Water Authority has purchased over 6,500 acres of property in Lake County and must be able to maintain and make the improvements planned for the properties to provide for public access and recreation. To that end, the Authority will require professionals to perform engineering support services for general civil engineering services for parking lots, entrance roads, docks or other improvements to Authority owned properties;

Firms must be licensed to practice engineering in the State of Florida. Evaluation of qualifications by the Lake County Water Authority shall include consideration of factors such as familiarity with Lake County and the mission of the Lake County Water Authority; experience in similar types of projects; competence with respect to all professional disciplines required for the

completion of projects; knowledge and capabilities of personnel to be assigned to perform and manage the services required for this project; and the office location from which key personnel will be located.

PART IV - INSURANCE REQUIREMENTS

4.0 INSURANCE REQUIREMENTS.

Scope of Coverage	Estimated Total Payments per Fiscal Year	
	over \$25,000 or Higher Risk Activity	under \$25,000 and Lower Risk Activity
Commercial General Liability		
Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000	\$500,000/\$500,000
Product-Completed Operations	\$2,000,000	\$500,000
Personal & Adv. Injury	\$1,000,000	\$500,000
Fire Damage	\$50,000	\$50,000
Medical Expense	\$5,000	\$5,000
Contractual Liability	Included	Included
Automobile Liability	Owned, Non-owned, & Hired	Scheduled Vehicles Acceptable
Combined Single Limit	\$1,000,000	\$300,000
Bodily Injury per person/per accident	n/a	\$100,000/\$300,000
Workers Compensation	Statutory	Statutory
Employers Liability		
Each Accident	\$1,000,000	\$100,000
Disease Each Employee	\$1,000,000	\$100,000
Disease Policy Limit	\$1,000,000	\$500,000
Maritime, Federal	If Applicable	If Applicable
Additional Insured	All Liability Coverages	General Liability
Waiver of Subrogation	Yes	Yes
30 Days written notice of cancellation endorsement	Yes	No

To be determined (TBD) on a case-by-case basis:

Aircraft Liability	TBD	TBD
Builders Risk and/or Installation Floater	TBD	TBD
Pollution/Env Impairment Liability	TBD	TBD
Professional Liability (min/aggregate)	\$1,000,000/\$2,000,000	\$500,000/\$1,000,000
Umbrella Liability	TBD	TBD
Watercraft Liability	TBD	TBD
XCU Not Excluded from GCL	TBD	TBD

- Certificate of Insurance shall identify the applicable solicitation
- Vendor is responsible for subcontractors and their insurance

- The Water Authority's Executive Director has the authority to amend these insurance guidelines if it is determined to be in the best interest of the Water Authority

PART V - EVALUATION PROCEDURES

5.1 REVIEW COMMITTEE.

All statements of qualification submitted will be evaluated by a Review Committee which will make recommendations to the Board of Trustees of the AUTHORITY.

5.2 REVIEW OF QUALIFICATIONS.

The Review Committee will use a point formula during the review process to score qualifications. Each member of the Review Committee will score each technical statement of qualifications by each of the criteria described in Section 5.3 below. The full Review Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each respondent. At this point, respondents with an unacceptably low technical score may be eliminated from further consideration.

The AUTHORITY reserves the right to retain all respondent submitted and use any idea in a future statement of qualifications.

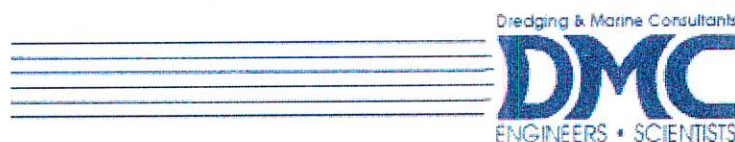
5.3 EVALUATION METHOD AND CRITERIA.

Qualifications shall be evaluated by the following criteria:

NO COST EITHER HOURLY OR OTHERWISE IS TO BE
SUBMITTED.

<u>Category</u>	<u>Point Range</u>
<u>Organization Profile and Qualifications</u>	0-25
Ability to furnish the required services / Performance history on similar projects / Recent, current and projected workload / Volume of work previously awarded by the AUTHORITY / Willingness to meet time and budget requirements	
<u>Technical and Management Approach</u>	0-30
Goals and objectives clearly understood / Quality, creativity and depth of statement of qualifications / Commitment of staff and resources / Project management, controls and communications	
<u>Project Team Qualifications</u>	0-45

Exhibit "B"



GENERAL ENGINEERING SUPPORT SERVICES BURDENED RATES RFQ # 15-02 Effective January 1, 2015

<u>Project Staff</u>	<u>Hourly Rate*</u>
Principal Engineer & Scientist	\$150.00
Senior Engineer	\$140.00
Senior Environmental	\$135.00
Project Manager	\$125.00
Engineering Professional	\$115.00
Engineering Staff	\$95.00
Environmental Professional	\$90.00
Environmental Staff	\$75.00
Technical Support Staff	\$70.00
 <u>Technical Support Staff</u>	
CADD Technician	\$75.00
Grants / Programmer / Modeler	\$65.00
Administrative / Accounting	\$55.00
 <u>Construction Inspection / Administration</u>	
Construction Manager	\$110.00
Senior Resident Inspector	\$80.00
Environmental/Construction Inspector	\$75.00
Field Technician	\$70.00
 <u>Expenses</u>	
Jon Boat (per day)	\$200.00
Turbidity Meter/Standards (per day)	\$30.00
Sediment Sampler (per day)	\$50.00
Subcontractor and Reimbursable Expenses	Cost + 10%
*Mediation, Deposition, Court Appearance (min. 4 hrs + Expenses)	1.5 x Hourly Rate

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8-19-15

AGREEMENT BETWEEN THE
LAKE COUNTY WATER AUTHORITY
AND
DREDGING & MARINE CONSULTANTS
FOR CONTINUING ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between the LAKE COUNTY WATER AUTHORITY, a public corporation of the State of Florida whose address is 107 North Lake Avenue, Tavares, Florida 32778, hereinafter referred to as the "AUTHORITY," AND Dredging & Marine Consultants, whose address is 4643 S Clyde Morris Blvd., Unit 302, Port Orange, FL 32129, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, the AUTHORITY, was created by its Special Act, Chapter 29222, Laws of Florida, for the purposes, among others, of controlling and conserving the fresh water resources of Lake County; preserving, protecting, and improving the fish and wildlife of the county; and protecting the freshwater resources of assisting local governments in the treatment of storm water runoff, and

WHEREAS, The AUTHORITY does hereby retain the CONSULTANT to furnish miscellaneous engineering services on an as-needed basis in connection with various studies, engineering designs, repairs and construction projects, as described in Exhibit A, Request For Qualifications for General Engineering Support Services

WHEREAS, the AUTHORITY considers the PROJECT worthwhile and desires to enter into an agreement to perform the PROJECT, and

NOW, THEREFORE, the AUTHORITY and CONSULTANT, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR. The CONSULTANT shall perform as an Independent Contractor and not as an employee, representative or agent of the AUTHORITY.
2. PROJECT MANAGER AND NOTICES: Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with PROJECT coordination and shall be the party's prime contact person. Notices or reports shall be sent to the attention of the parties' Project Manager by U.S. mail, postage paid, to the parties' addresses as set forth below:

Project manager for the AUTHORITY:

Mr. Ronald L. Hart
107 North Lake Avenue
Tavares, Florida 32778
(352) 343-3777 Ex. 24

Project manager for CONSULTANT: Mr. Shailesh K. Patel, M.Sc. CPSSc.
4643 S Clyde Morris Blvd., Unit 302
Port Orange, FL 32129
(386) 846-4760

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 1.1 The AUTHORITY's Project Manager is hereby authorized to approve requests To extend any PROJECT task deadline set forth in this Agreement. Such approval shall be in writing, shall explain the reason for the extension and shall be signed by the AUTHORITY's Executive Director. The AUTHORITY's Project Manager is not authorized to approve any time extension which will result in an increased cost to the AUTHORITY or any time extension which will likely delay the final PROJECT task deadline.

The AUTHORITY's Project Manager is authorized to adjust a line item amount of the PROJECT budget set forth in Exhibit "D" only if the request is made from CONSULTANT in writing and such adjustment, does not result in an increase to the total PROJECT cost. Such approval shall be in writing, shall explain the reason for the adjustment, and shall be signed by the AUTHORITY's Project Manager and the AUTHORITY's Executive Director. The AUTHORITY's Project Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the not-to-exceed amount set forth in the funding section of this Agreement.

2. SCOPE OF WORK. Upon receipt of written notice to proceed from the AUTHORITY, CONSULTANT, shall perform the services necessary to complete the PROJECT in accordance with the Scope of Services set forth in Exhibit "A" attached hereto and incorporated herein. Any changes to the Scope of Services and associated costs shall be mutually agreed to in a formal written amendment approved by the AUTHORITY's Board of Trustees. CONSULTANT shall be solely responsible for managing the PROJECT, including the hiring and supervising of any consultants or contractors it engages under this Agreement. The CONSULTANT shall provide a detailed schedule to complete the Scope of Services within one week of receiving a notice to proceed.
3. COMPENSATION. Under this continuing services contract, the AUTHORITY will assign projects to the CONSULTANT as individual task orders. The fee for each of these task orders will be negotiated separately and become attached to this agreement. For satisfactory completion of services authorized under this Agreement, the AUTHORITY will pay the CONSULTANT the amount and on a schedule as described in the task order.

Subject to the established limiting amount, the CONSULTANT will receive compensation for the assigned task as a lump sum with payment based on the percentage of services satisfactorily performed during the invoiced period, unless otherwise specified in the task order. The AUTHORITY shall pay CONSULTANT within thirty (30) days of

receipt of an invoice, with the appropriate support documentation, which shall be submitted to the AUTHORITY at the following address:

LAKE COUNTY WATER AUTHORITY
107 North Lake Avenue
Tavares, Florida 32778

4. CONTRACT PERIOD. This Agreement shall be effective upon execution by all parties and shall remain in effect until terminated by the parties pursuant to the terms of this Agreement not to exceed (5) years.
 - 4.1 The AUTHORITY may, by written notice to the CONSULTANT terminate this Agreement or any Task Authorization issued hereunder, in whole or in part, at any time, either for the AUTHORITY's convenience or because of the failure of the CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:
 - A. Immediately discontinue all services affected unless the notice directs otherwise, and
 - B. Deliver to the AUTHORITY all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT performing this Agreement, whether completed or in the process.
 - 4.2 If the termination is for the convenience of the AUTHORITY, the CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the AUTHORITY.
 - 4.3 If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the AUTHORITY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONSULTANT shall be liable to the AUTHORITY for all reasonable additional costs occasioned to the AUTHORITY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault of negligence of the CONSULTANT; however, that the CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy acts of the AUTHORITY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, failure to perform must be beyond the control and without any fault or negligence of the CONSULTANT.

- 4.4 If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the AUTHORITY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this section.
5. CONFIDENTIAL INFORMATION/COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. CONSULTANT acknowledges that AUTHORITY is a governmental agency subject to Chapter 119, Florida Statutes, regarding access to public records, and that CONSULTANT must comply with public records laws, as described at Section 119.0701, Florida Statutes, for retention of, and public access to, public records, nondisclosure of exempt or confidential records except as authorized by law, transfer of public records at no cost to the AUTHORITY upon termination of the contract, and destruction of duplicate, exempt or confidential public records.
6. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with AUTHORITY funds or developed in connections with this Agreement shall be and remain the property of the AUTHORITY. However, no use of any such documents shall be made by the AUTHORITY for purposes of profit or pecuniary benefit. Further, AUTHORITY shall indemnify and hold CONSULTANT harmless from any use of such documents by AUTHORITY outside the scope of this Agreement.
7. REPORTING. CONSULTANT shall provide the AUTHORITY with any and all reports, models, studies, maps or other documents resulting from the PROJECT.
8. LIABILITY. Each party hereto agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents, and shall indemnify and hold harmless the other party from such negligent acts or omissions; however, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.
9. INSURANCE REQUIREMENTS.

<u>Scope of Coverage</u>	<u>Estimated Total Payments per Fiscal Year</u>	
	<u>over \$25,000 or Higher Risk Activity</u>	<u>under \$25,000 and Lower Risk Activity</u>
<u>Commercial General Liability</u>	-	-
<u>Each Occurrence/General Aggregate</u>	<u>\$1,000,000/\$2,000,000</u>	<u>\$500,000/\$500,000</u>
<u>Product-Completed Operations</u>	<u>\$2,000,000</u>	<u>\$500,000</u>
<u>Personal & Adv. Injury</u>	<u>\$1,000,000</u>	<u>\$500,000</u>

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Stam
8-18-2015

<u>Fire Damage</u>	<u>\$50,000</u>	<u>\$50,000</u>
<u>Medical Expense</u>	<u>\$5,000</u>	<u>\$5,000</u>
<u>Contractual Liability</u>	<u>Included</u>	<u>Included</u>
<u>Automobile Liability</u>	<u>Owned, Non-owned, & Hired</u>	<u>Scheduled Vehicles Acceptable</u>
<u>Combined Single Limit</u>	<u>\$1,000,000</u>	<u>\$300,000</u>
<u>Bodily Injury per person/per accident</u>	<u>n/a</u>	<u>\$100,000/\$300,000</u>
<u>Workers Compensation Employers Liability</u>	<u>Statutory</u>	<u>Statutory</u>
<u>Each Accident</u>	<u>\$1,000,000</u>	<u>\$100,000</u>
<u>Disease Each Employee</u>	<u>\$1,000,000</u>	<u>\$100,000</u>
<u>Disease Policy Limit</u>	<u>\$1,000,000</u>	<u>\$500,000</u>
<u>Maritime, Federal</u>	<u>If Applicable</u>	<u>If Applicable</u>

<u>Additional Insured</u>	<u>All Liability Coverages</u>	<u>General Liability</u>
<u>Waiver of Subrogation</u>	<u>Yes</u>	<u>Yes</u>
<u>30 Days written notice of cancellation endorsement</u>	<u>Yes</u>	<u>No</u>

To be determined (TBD) on a case-by-case basis:

<u>Aircraft Liability</u>	<u>TBD</u>	<u>TBD</u>
<u>Builders Risk and/or Installation Floater</u>	<u>TBD</u>	<u>TBD</u>
<u>Pollution/Env Impairment Liability</u>	<u>TBD</u>	<u>TBD</u>
<u>Professional Liability (min/aggregate)</u>	<u>\$1,000,000/\$2,000,000</u>	<u>\$500,000/\$1,000,000</u>
<u>Umbrella Liability</u>	<u>TBD</u>	<u>TBD</u>
<u>Watercraft Liability</u>	<u>TBD</u>	<u>TBD</u>
<u>XCU Not Excluded from GCL</u>	<u>TBD</u>	<u>TBD</u>

- ☐ Certificate of Insurance shall identify the applicable solicitation
- ☐ Vendor is responsible for subcontractors and their insurance
- ☐ The Water Authority's Executive Director has the authority to amend these insurance guidelines if it is determined to be in the best interest of the Water Authority

10. **DEFAULT.** Either party may terminate this Agreement upon the other party's default in complying with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing the term and/or condition with which the defaulting party has failed to comply. If the

defaulting party has not remedied its default within (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate.

11. RELEASE OF INFORMATION. The parties shall not initiate any verbal or written media interviews or issue press releases on or about the PROJECT without providing advance copies to the other party. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.
12. AUTHORITY RECOGNITION. CONSULTANT shall recognize AUTHORITY funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to AUTHORITY approval.
13. PERMITS AND REAL PROPERTY RIGHTS. CONSULTANT shall obtain all permits and all real property rights necessary to complete the PROJECT prior to commencing the PROJECT. The AUTHORITY shall have no obligation to reimburse CONSULTANT for any costs under this Agreement until CONSULTANT has obtained such permits and rights.
14. LAW COMPLIANCE. Each party shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, relative to performance under this Agreement.
15. DISADVANTAGED BUSINESS ENTERPRISES. The AUTHORITY expects CONSULTANT to use good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this project Agreement. Invoice documentation submitted to the AUTHORITY under this Agreement shall include information relating to the amount of expenditures made to disadvantaged businesses by CONSULTANT in relation to this Agreement, to the extent CONSULTANT maintains such information.
16. ASSIGNMENT. Neither party may assign or transfer its rights or obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the written consent of the other party.
17. SUBCONTRACTORS. Nothing in this Agreement shall create, or be implied to create, any relationship between the AUTHORITY and any subcontractor of CONSULTANT.
18. THIRD PARTY BENEFICIARIES. Nothing in This Agreement shall be construed to benefit any person or entity not a party to this Agreement.
19. MODIFICATIONS. This Agreement constitutes the entire agreement between the parties and may be amended only in writing, signed by all parties to this Agreement.

20. DOCUMENTS. The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", and then to Exhibit "B".

- | | |
|----------------|---------------------------------------------------------------------|
| A. Exhibit "A" | Request For Qualifications for General Engineering Support Services |
| B. Exhibit "B" | Professional Services Fee Schedule |

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

	LAKE COUNTY WATER AUTHORITY	
<u>Linda Marino</u>	By: <u>[Signature]</u>	<u>14 Aug 2015</u>
Witness	Michael J. Perry, Executive Director	Date
	Federal ID# 59-6018003	

	Dredging & Marine Consultants, LLC	
<u>[Signature]</u>	By: <u>[Signature]</u>	
Witness	Name, Title: SHAILESH K. PATEL, MANAGING MEMBER	
	Federal ID#: 32-0031996	

Exhibit "A"

Request For Qualifications for General Engineering Support Services

LAKE COUNTY WATER AUTHORITY

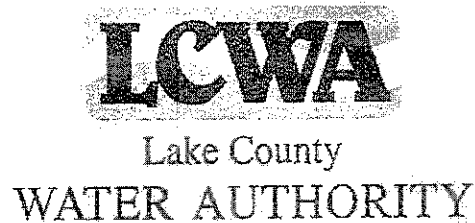
REQUEST FOR QUALIFICATIONS

FOR

GENERAL ENGINEERING SUPPORT SERVICES
IN LAKE COUNTY, FLORIDA

December 10, 2014

RFQ # 2015-02



Lake County Water Authority
107 North Lake Avenue
Tavares, Florida 32778
(352) 343-3777

PART I - GENERAL CONDITIONS

1.1 DEVELOPMENT COST

Neither the Authority nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. All statements of qualification should be prepared simply and economically, providing a straight forward and concise description of the Respondent's ability to meet the requirements of the RFQ.

1.2 CHANGES, DELAYS, AND ADDENDA.

The Authority reserves the right to delay scheduled RFQ due dates if determined to be to the advantage of the Authority. Any changes, delays, or addenda related to this RFQ issued by the Authority shall be sent to all persons/firms recorded as having received the original RFQ.

1.3 RULES FOR STATEMENTS OF QUALIFICATIONS.

Two or more firms may combine for the purpose of responding to this RFQ providing that one (1) is designated as "Prime" Respondent and the other as "Sub-Respondent(s)." The signer of the statement of qualifications must declare that any person or entity with any interest in the statement of qualifications, as a principal, is identified therein; that the statement of qualifications is made with collusion; that it is, in all respects, fair and in good faith; and that the signer of the statement of qualifications has full authority to negotiate for the organization.

1.4 STATEMENT OF QUALIFICATIONS FORMAT.

In order to assist the Authority's review process, statements of qualifications should be prepared utilizing the following format:

1.4.1 Letter of Transmittal.

This letter should not exceed two (2) pages in length and should briefly state the Respondent's understanding of the work to be done and make a positive commitment to perform the work in a timely fashion. It should also give the names of the individuals who will be authorized to make representations for the organization, their titles, addresses and telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.

1.4.2 Organizational Profile and Qualifications.

This section of the statement of qualification should give a description of your organization, including office location(s), size, range of activities, and any other appropriate information to describe the organization. Emphasis should be given to the organization's familiarity with the mission and objectives of the Lake County Water Authority, experience with similar projects and expertise in the subject

field. Include three (3) references similar in scope and complexity to this statement of qualifications which the Authority may contact including name, address, and telephone number, and a brief description of the work performed for each reference. Resumes of key people currently employed by your organization who will be assigned to the Project should be included.

1.4.3 Scope of Work.

This section of the statement of qualification should describe the Scope of Work as you understand it and how your firm would be best suited to provide the services.

1.4.4 Additional Data.

Provide any additional information which you feel is pertinent for consideration that has not been included previous sections of the statement of qualifications.

1.4.5 Oral Presentations.

At its discretion, the Authority may require any Respondent to also make an oral presentation of qualifications and credentials. These presentations provide an opportunity for the Respondent to clarify the statement of qualifications for the Authority.

1.5 CONFLICT OF INTEREST.

The award hereunder is subject to the provision of Chapter 112, Florida Statutes, as amended, governing conflicts of interest. All Respondents must disclose with their statement of qualifications the name of any officer, directors, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

The Respondent hereby agrees that, at the time of execution of an agreement, the Respondent will not be involved in any matters which adversely affect any interest or position of the Authority, and that the Respondent has no relationship with any third party relating to any matters which adversely affect any interest or position of the Authority. The Respondent shall not accept during the term of the agreement any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the Authority.

1.6 STATEMENT OF QUALIFICATIONS WITHDRAWAL.

Qualifications may be withdrawn by written notice signed by the same person who signed the RFQ form and received at any time prior to the opening. Qualifications may be withdrawn in person by Respondents or their authorized representative, provided the authorized representative's identity is made known and a signed receipt for the statement of qualifications is received.

1.7 PUBLIC AVAILABILITY OF RECORDS.

Once opened, all statements of qualifications shall become the property of the Authority, and, at the absolute discretion of the Authority, may not be returned to Respondent. Any information, reports, or other materials given to, prepared, or submitted in response to this RFQ shall be subject to the provisions and exceptions found in Chapter 119, Florida Statutes, commonly known as the Florida Public Records Act.

1.8 RIGHT TO ACCEPT OR REJECT QUALIFICATIONS.

Statements of qualifications which are incomplete, conditional, obscure, or contain additions not contemplated by the RFQ or irregularities of any kind, or do not comply in every respect with the RFQ, may be rejected at the option of the Authority. The Authority does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any statement of qualifications which in the judgment of the Authority will best serve the needs and the interests of the Authority. The Authority reserves the right to reject all qualifications and not grant any award resulting from the issuance of this RFQ.

1.9 CONTRACT INFORMATION.

The contents of the statements of qualifications of the successful Respondent(s) shall be incorporated into a written contract document to include terms acceptable to the Authority at its absolute discretion and shall become a legal obligation of the executed contract. Failure of Respondent(s) to accept this obligation shall result in the cancellation of any award. Any contract(s) resulting from this RFQ shall be governed by the laws of the State of Florida. The Authority shall have the right to examine and audit the successful Respondent's Project-related books, records, documents, and papers during the Project and for at least three (3) years following completion date. Any equipment purchased with funds provided by the Authority shall be the property of the Authority and shall be returned to the Authority upon termination of the contract. The selected Respondent(s) shall also be required to comply with all applicable laws, rules, regulations, and contract provisions or conditions necessary in the judgment of the Authority to constitute a sound and complete contract.

1.10 INDEMNIFICATION.

In addition to insurance requirements found in Part IV, contract(s) resulting from this RFQ shall require the Respondent to defend, indemnify, and save harmless the Authority, and all Authority agents, employees and officers from and against all liabilities, claims, damages, expenses, or actions, either at law or in equity, including court costs and attorneys' fees, allegedly caused or incurred, in whole or in part, as a result of any act or omission by the Respondent, its agents, employees, subcontractors, assigns, heirs, or anyone for whose acts or omissions any of these persons or entities may be liable during the Respondent's performance in connection with this project.

1.11 WITHHOLDING PAYMENT.

The Authority may retain and hold so much of the payments due the Respondent under any resulting contract as is considered necessary by the Authority until such actions, causes, claims, demands, judgments, losses, payments, recoveries, and suits have been settled and acceptable evidence to that effect have been furnished to the Authority.

1.12 RETAINAGE.

Depending upon the project specific section (Part III) of the RFQ, any contract(s) resulting from this RFQ may require that the Authority withhold ten percent (10%) of each invoice as final payment for the work performed. Final payment shall be made upon satisfactory completion and acceptance of the Respondent's performance by the Authority.

1.13 TERMINATION.

Unless otherwise agreed to by the Authority, any Contract resulting from this statement of qualifications may be terminated by the Authority without cause upon fifteen (15) days written notice to the contractor/consultant. Termination shall be effective upon the fifteenth (15th) day after the contractor/consultant's receipt of said notice. In the event of such termination, the contractor/consultant shall be entitled to compensation for all services reasonably and properly incurred to the date of termination.

1.14 LAW COMPLIANCE.

The Respondent shall abide by and assist the Authority in satisfying all applicable federal, state, and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this statement of qualifications. The Respondent shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status, or national origin. Likewise, Respondent shall obtain and maintain all permits and licenses necessary for its performance of this contract.

1.15 AMERICANS WITH DISABILITIES ACT (ADA).

The Lake County Water Authority (Authority) does not discriminate upon the basis of any individual's disability status. The non-discrimination policy involves every aspect of the Authority's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the American With Disabilities Act, should contact the Authority.

1.16 CORRESPONDENCE.

Unless otherwise stated or notified in writing by the Authority, correspondence pursuant to this Request for Qualifications shall be sent to the Authority at the following address:

Lake County Water Authority
107 North Lake Avenue
Tavares, FL 32778

PART II - INTRODUCTION

2.1 GENERAL INFORMATION.

The Lake County Water Authority (AUTHORITY), hereby solicits qualifications for professional general engineering services for the following purpose:

Perform engineering support services that include, but are not necessarily limited to: evaluating drainage, flooding or soil erosion problems; collection of data; drainage calculations or modeling; surveying; identifying, describing, and obtaining necessary easements; preparation of alternative solutions to dredging and cost estimates; wetland assessment, compensation and management; preparation of bid and specifications documents; preparation of construction plans and specifications for waterway maintenance or other earthmoving or construction related activities; regulatory permitting; construction management; general civil engineering services for parking lots, entrance roads or other improvements to Authority owned properties.

To be considered, one (1) digital copy in Adobe PDF form and five (5) hard copies of the statement of qualifications must be received by the Lake County Water Authority at 107 North Lake Avenue, Tavares, Florida 32778, by 2:00 p.m. (EDT) on January 15, 2015. The AUTHORITY reserves the right to reject any or all statements of qualification submitted. Statements of

qualification submitted will be evaluated by a Review Committee established by the Authority.

During the evaluation process, the Review Committee and the AUTHORITY reserve the right, when it serves the AUTHORITY's best interest, to request additional information or clarification from respondents. At the discretion of the AUTHORITY or the Review Committee, respondents submitting qualifications may be requested to make oral presentations as part of the evaluation process.

The AUTHORITY reserves the right to retain all statements of qualification submitted and to use any ideas in a future Request For Qualifications. Submission of a statement of qualification indicates acceptance by the respondent of the conditions contained in this Request for Qualifications, unless clearly and specifically noted in the statement of qualifications submitted and confirmed in the contract between the AUTHORITY and the respondent selected.

This Request for Qualifications is in accordance with and pursuant to Section 287.055, Florida Statutes, "Consultants' Competitive Negotiation Act" (CCNA).

The AUTHORITY anticipates that within thirty (60) days after receipt of statement of qualification, the selected firms will be notified and that negotiations will begin shortly thereafter.

2.2 TERM OF CONTRACT.

The expected term of the contract resulting from this Request for Qualifications shall be five (5) years from the contract execution date. The contract may be renewable at the discretion of the Authority.

2.3 REQUEST FOR QUALIFICATIONS CALENDAR.

The following is a list of key dates up to and including the date statements of qualification are due to be submitted.

**Request for Qualifications Issued
2014**

December 10,

General questions related to this Request for Qualifications will be answered by telephone Monday through Friday from 9:30 a.m. to 4:30 p.m. Project background materials, e.g. plans and reports, will be available for review (by appointment) at the location stated below.

Technical questions must be submitted in writing, by mail or fax no later than ten (10) working days before the due date. The AUTHORITY will attempt to answer all submitted questions in a timely manner, but accepts no responsibility for response delays.

If there is an addendum, it will be posted on the Authority website at www.lcwa.org five working days before the submittal deadline.

All AUTHORITY contact must be through Ron Hart, Water Resources Program Manager, Lake County Water Authority, 107 North Lake Avenue, Tavares, Florida 32778, telephone number (352) 343-3777, FAX number (352) 343-4259.

Statements of Qualifications due (2:00 p.m.)

January 15, 2015

Respondents notified

February 25, 2015

Award notices will be mailed or faxed upon selection. The AUTHORITY reserves the right to request oral presentations prior to making a final decision. No telephone inquiries will be accepted.

PART III - NATURE OF SERVICES REQUIRED

3.0 BACKGROUND

The mission of the Lake County Water Authority authorizes the agency to provide projects that make improvements to surface water quality, including, but not limited to, stormwater retrofit, dredging, or other projects resulting in nutrient reductions in the lakes throughout Lake County. As such, the Lake County Water Authority is soliciting qualifications from professionals to perform engineering support services that include, but are not necessarily limited to: evaluating drainage, flooding or soil erosion problems; collection of data; drainage calculations or modeling; surveying; identifying, describing, and obtaining necessary easements; preparation of alternative solutions and cost estimates; wetland assessment, compensation and management; preparation of bid and specifications documents; preparation of construction plans and specifications; regulatory permitting; construction management.

The Lake County Water Authority has purchased over 6,500 acres of property in Lake County and must be able to maintain and make the improvements planned for the properties to provide for public access and recreation. To that end, the Authority will require professionals to perform engineering support services for general civil engineering services for parking lots, entrance roads, docks or other improvements to Authority owned properties;

Firms must be licensed to practice engineering in the State of Florida. Evaluation of qualifications by the Lake County Water Authority shall include consideration of factors such as familiarity with Lake County and the mission of the Lake County Water Authority; experience in similar types of projects; competence with respect to all professional disciplines required for the

completion of projects; knowledge and capabilities of personnel to be assigned to perform and manage the services required for this project; and the office location from which key personnel will be located.

PART IV - INSURANCE REQUIREMENTS

4.0 INSURANCE REQUIREMENTS.

Scope of Coverage	Estimated Total Payments per Fiscal Year	
	over \$25,000 or Higher Risk Activity	under \$25,000 and Lower Risk Activity

Commercial General Liability		
Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000	\$500,000/\$500,000
Product-Completed Operations	\$2,000,000	\$500,000
Personal & Adv. Injury	\$1,000,000	\$500,000
Fire Damage	\$50,000	\$50,000
Medical Expense	\$5,000	\$5,000
Contractual Liability	Included	Included
Automobile Liability		
	Owned, Non-owned, & Hired	Scheduled Vehicles Acceptable
Combined Single Limit	\$1,000,000	\$300,000
Bodily Injury per person/per accident	n/a	\$100,000/\$300,000
Workers Compensation		
	Statutory	Statutory
Employers Liability		
Each Accident	\$1,000,000	\$100,000
Disease Each Employee	\$1,000,000	\$100,000
Disease Policy Limit	\$1,000,000	\$500,000
Maritime, Federal	If Applicable	If Applicable

Additional Insured	All Liability Coverages	General Liability
Waiver of Subrogation	Yes	Yes
30 Days written notice of cancellation endorsement	Yes	No

To be determined (TBD) on a case-by-case basis:

Aircraft Liability	TBD	TBD
Builders Risk and/or Installation Floater	TBD	TBD
Pollution/Env Impairment Liability	TBD	TBD
Professional Liability (min/aggregate)	\$1,000,000/\$2,000,000	\$500,000/\$1,000,000
Umbrella Liability	TBD	TBD
Watercraft Liability	TBD	TBD
XCU Not Excluded from GCL	TBD	TBD

- Certificate of Insurance shall identify the applicable solicitation
- Vendor is responsible for subcontractors and their insurance

- The Water Authority's Executive Director has the authority to amend these insurance guidelines if it is determined to be in the best interest of the Water Authority

PART V - EVALUATION PROCEDURES

5.1 REVIEW COMMITTEE.

All statements of qualification submitted will be evaluated by a Review Committee which will make recommendations to the Board of Trustees of the AUTHORITY.

5.2 REVIEW OF QUALIFICATIONS.

The Review Committee will use a point formula during the review process to score qualifications. Each member of the Review Committee will score each technical statement of qualifications by each of the criteria described in Section 5.3 below. The full Review Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each respondent. At this point, respondents with an unacceptably low technical score may be eliminated from further consideration.

The AUTHORITY reserves the right to retain all respondent submitted and use any idea in a future statement of qualifications.

5.3 EVALUATION METHOD AND CRITERIA.

Qualifications shall be evaluated by the following criteria:

NO COST EITHER HOURLY OR OTHERWISE IS TO BE
SUBMITTED.

<u>Category</u>	<u>Point Range</u>
<u>Organization Profile and Qualifications</u>	0-25
Ability to furnish the required services / Performance history on similar projects / Recent, current and projected workload / Volume of work previously awarded by the AUTHORITY / Willingness to meet time and budget requirements	
<u>Technical and Management Approach</u>	0-30
Goals and objectives clearly understood / Quality, creativity and depth of statement of qualifications / Commitment of staff and resources / Project management, controls and communications	
<u>Project Team Qualifications</u>	0-45

Ability of professional personnel / Past performance with similar projects / Relevant education and training / current and projected workloads / demonstrated knowledge of local issues, conditions and the Lake County Water Authority mission and objectives.

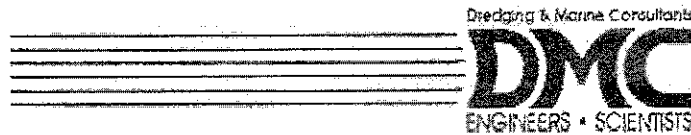
5.4 FINAL SELECTION.

The AUTHORITY intends to execute contracts with at least three respondents receiving the highest evaluations at compensation which the AUTHORITY determines is fair, competitive and reasonable. If the AUTHORITY is unable to negotiate a satisfactory contract with a respondent having one of the three highest evaluations at a price the AUTHORITY determines to be fair, competitive and reasonable, the AUTHORITY will terminate negotiations and undertake negotiations with the remaining respondents in the order of highest to lowest evaluation scores until a satisfactory number of contracts have been executed.

The respondents having one of the three highest evaluations will be required to provide an additional ten (10) copies of the statement of qualifications for the Lake County Water Authority Board of Trustees to review.

The AUTHORITY anticipates that on or about March 3, 2015, the top three to five evaluated firms will be notified, and that negotiations as stated above will begin shortly thereafter.

Exhibit "B"



GENERAL ENGINEERING SUPPORT SERVICES BURDENED RATES RFQ # 15-02
Effective January 1, 2015

<u>Project Staff</u>	<u>Hourly Rate*</u>
Principal Engineer & Scientist	\$150.00
Senior Engineer	\$140.00
Senior Environmental	\$135.00
Project Manager	\$125.00
Engineering Professional	\$115.00
Engineering Staff	\$95.00
Environmental Professional	\$90.00
Environmental Staff	\$75.00
Technical Support Staff	\$70.00
 <u>Technical Support Staff</u>	
CADD Technician	\$75.00
Grants / Programmer / Modeler	\$65.00
Administrative / Accounting	\$55.00
 <u>Construction Inspection / Administration</u>	
Construction Manager	\$110.00
Senior Resident Inspector	\$80.00
Environmental/Construction Inspector	\$75.00
Field Technician	\$70.00
 <u>Expenses</u>	
Jon Boat (per day)	\$200.00
Turbidity Meter/Standards (per day)	\$30.00
Sediment Sampler (per day)	\$50.00
Subcontractor and Reimbursable Expenses	Cost + 10%
*Mediation, Deposition, Court Appearance (min. 4 hrs + Expenses)	1.5 x Hourly Rate

AGREEMENT BETWEEN THE
LAKE COUNTY WATER AUTHORITY
AND
DREDGING & MARINE CONSULTANTS
FOR CONTINUING ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between the LAKE COUNTY WATER AUTHORITY, a public corporation of the State of Florida whose address is 107 North Lake Avenue, Tavares, Florida 32778, hereinafter referred to as the "AUTHORITY," AND DREDGING & MARINE CONSULTANTS, whose address is 4643 S. Clyde Morris Blvd, Unit 302 Port Orange, FL 32129, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, the AUTHORITY, was created by its Special Act, Chapter 29222, Laws of Florida, for the purposes, among others, of controlling and conserving the fresh water resources of Lake County; preserving, protecting, and improving the fish and wildlife of the county; and protecting the freshwater resources of assisting local governments in the treatment of storm water runoff, and

WHEREAS, The AUTHORITY does hereby retain the CONSULTANT to furnish miscellaneous engineering services on an as-needed basis in connection with various studies, engineering designs, repairs and construction projects, as described in Exhibit A, Scope of Services

WHEREAS, the AUTHORITY considers the PROJECT worthwhile and desires to enter into an agreement to perform the PROJECT, and

NOW, THEREFORE, the AUTHORITY and CONSULTANT, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR. The CONSULTANT shall perform as an Independent Contractor and not as an employee, representative or agent of the AUTHORITY.
2. PROJECT MANAGER AND NOTICES: Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with PROJECT coordination and shall be the party's prime contact person. Notices or reports shall be sent to the attention of the parties' Project Manager by U.S. mail, postage paid, to the parties' addresses as set forth below:

Project manager for the AUTHORITY:	Mr. Ronald L. Hart 107 North Lake Avenue Tavares, Florida 32778
------------------------------------	-----------------------------------------------------------------------

Project manager for CONSULTANT:

Mr Shailesh K. Patel, M.Sc.,CPSSc.
4643 S. Clyde Morris Blvd, Unit 302
Port Orange, FL 32129

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 1.1 The AUTHORITY's Project Manager is hereby authorized to approve requests To extend any PROJECT task deadline set forth in this Agreement. Such approval shall be in writing, shall explain the reason for the extension and shall be signed by the AUTHORITY's Executive Director. The AUTHORITY's Project Manager is not authorized to approve any time extension which will result in an increased cost to the AUTHORITY or any time extension which will likely delay the final PROJECT task deadline.

The AUTHORITY's Project Manager is authorized to adjust a line item amount of the PROJECT budget set forth in Exhibit "D" only if the request is made from CONSULTANT in writing and such adjustment, does not result in an increase to the total PROJECT cost. Such approval shall be in writing, shall explain the reason for the adjustment, and shall be signed by the AUTHORITY's Project Manager and the AUTHORITY's Executive Director. The AUTHORITY's Project Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the not-to-exceed amount set forth in the funding section of this Agreement.

2. SCOPE OF WORK. Upon receipt of written notice to proceed from the AUTHORITY, CONSULTANT, shall perform the services necessary to complete the PROJECT in accordance with the Scope of Services set forth in Exhibit "A" attached hereto and incorporated herein. Any changes to the Scope of Services and associated costs shall be mutually agreed to in a formal written amendment approved by the AUTHORITY's Board of Trustees. CONSULTANT shall be solely responsible for managing the PROJECT, including the hiring and supervising of any consultants or contractors it engages under this Agreement. The CONSULTANT shall provide a detailed schedule to complete the Scope of Services within one week of receiving a notice to proceed.
3. COMPENSATION. Under this continuing services contract, the AUTHORITY will assign projects to the CONSULTANT as individual task orders. The fee for each of these task orders will be negotiated separately and become attached to this agreement. For satisfactory completion of services authorized under this Agreement, the AUTHORITY will pay the CONSULTANT the amount and on a schedule as described in the task order.

Subject to the established limiting amount, the CONSULTANT will receive compensation for the assigned task as a lump sum with payment based on the percentage of services satisfactorily performed during the invoiced period, unless otherwise specified in the task order. The AUTHORITY shall pay CONSULTANT within thirty (30) days of receipt of an invoice, with the appropriate support documentation, which shall be submitted to the AUTHORITY at the following address:

LAKE COUNTY WATER AUTHORITY
107 North Lake Avenue
Tavares, Florida 32778

4. CONTRACT PERIOD. This Agreement shall be effective upon execution by all parties and shall remain in effect until terminated by the parties pursuant to the terms of this Agreement not to exceed (5) years.
 - 4.1 The AUTHORITY may, by written notice to the CONSULTANT terminate this Agreement or any Task Authorization issued hereunder, in whole or in part, at any time, either for the AUTHORITY's convenience or because of the failure of the CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:
 - A. Immediately discontinue all services affected unless the notice directs otherwise, and
 - B. Deliver to the AUTHORITY all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT performing this Agreement, whether completed or in the process.
 - 4.2 If the termination is for the convenience of the AUTHORITY, the CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the AUTHORITY.
 - 4.3 If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the AUTHORITY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONSULTANT shall be liable to the AUTHORITY for all reasonable additional costs occasioned to the AUTHORITY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault of negligence of the CONSULTANT; however, that the CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy acts of the

AUTHORITY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, failure to perform must be beyond the control and without any fault or negligence of the CONSULTANT.

- 4.4 If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the AUTHORITY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this section.
5. PROJECT RECORDS AND DOCUMENTS. Each party shall, upon request, permit the other party to examine or audit all PROJECT related records and documents during or following completion of the PROJECT. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. All records and documents generated or received by either party in relation to the PROJECT are subject to the Public Records Act in Chapter 119, Florida Statutes.
6. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with AUTHORITY funds or developed in connections with this Agreement shall be and remain the property of the AUTHORITY. However, no use of any such documents shall be made by the AUTHORITY for purposes of profit or pecuniary benefit. Further, AUTHORITY shall indemnify and hold CONSULTANT harmless from any use of such documents by AUTHORITY outside the scope of this Agreement.
7. REPORTING. CONSULTANT shall provide the AUTHORITY with any and all reports, models, studies, maps or other documents resulting from the PROJECT.
8. LIABILITY. Each party hereto agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents, and shall indemnify and hold harmless the other party from such negligent acts or omissions; however, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.
9. INSURANCE REQUIRMENT. The CONSULTANT shall maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the AUTHORITY has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance shall reference the AUTHORITY Project Manager.

- 9.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Minimum Limits -	\$ 1,000,000 per occurrence
	\$ 1,000,000 in the aggregate

- 9.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person	\$ 500,000
Bodily Injury Liability per Occurrence	\$ 500,000
Property Damage Liability	\$ 500,000

or

Combined Single Limit	\$ 500,000
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- 9.3 The AUTHORITY and its employees, agents, and officers shall be named as additional insureds on the general liability policy to the extent of the AUTHORITY's interest arising from the contract.
- 9.4 Workers compensation insurance in accordance with Chapter 440, Florida Statutes, and/or maritime law, if applicable.
- 9.5 Professional liability (errors and omissions) insurance in a minimum amount of one million dollars (\$ 1,000,000).
- 9.6 Certificates of insurance shall provide for mandatory thirty (30) days prior written notice to the AUTHORITY of any material change or cancellation of any of the required insurance coverage.
- 9.7 Certificates of insurance shall be required from any Subconsultant otherwise the CONSULTANT must provide evidence satisfactory to the AUTHORITY that coverage is afforded to the Subconsultant by the CONSULTANT's insurance policies.
10. DEFAULT. Either party may terminate this Agreement upon the other party's default in complying with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing the term and/or condition with which the defaulting party has failed to comply. If the

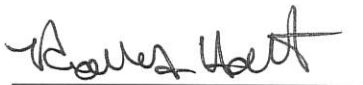
defaulting party has not remedied its default within (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate.

11. RELEASE OF INFORMATION. The parties shall not initiate any verbal or written media interviews or issue press releases on or about the PROJECT without providing advance copies to the other party. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.
12. AUTHORITY RECOGNITION. CONSULTANT shall recognize AUTHORITY funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to AUTHORITY approval.
13. PERMITS AND REAL PROPERTY RIGHTS. CONSULTANT shall obtain all permits and all real property rights necessary to complete the PROJECT prior to commencing the PROJECT. The AUTHORITY shall have no obligation to reimburse CONSULTANT for any costs under this Agreement until CONSULTANT has obtained such permits and rights.
14. LAW COMPLIANCE. Each party shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, relative to performance under this Agreement.
15. DISADVANTAGED BUSINESS ENTERPRISES. The AUTHORITY expects CONSULTANT to use good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this project Agreement. Invoice documentation submitted to the AUTHORITY under this Agreement shall include information relating to the amount of expenditures made to disadvantaged businesses by CONSULTANT in relation to this Agreement, to the extent CONSULTANT maintains such information.
16. ASSIGNMENT. Neither party may assign or transfer its rights or obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the written consent of the other party.
17. SUBCONTRACTORS. Nothing in this Agreement shall create, or be implied to create, any relationship between the AUTHORITY and any subcontractor of CONSULTANT.
18. THIRD PARTY BENEFICIARIES. Nothing in This Agreement shall be construed to benefit any person or entity not a party to this Agreement.

19. MODIFICATIONS. This Agreement constitutes the entire agreement between the parties and may be amended only in writing, signed by all parties to this Agreement.
20. DOCUMENTS. The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", and then to Exhibit "B" and then to Exhibit "C", and then to Exhibit "D", and then to Exhibit "E".

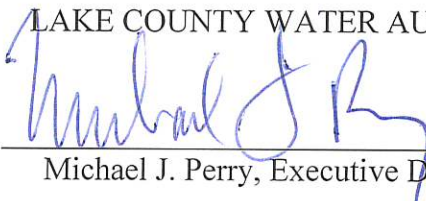
- | | |
|----------------|-----------------------------------------------|
| A. Exhibit "A" | General Engineering Service Scope of Services |
| B. Exhibit "B" | Professional Services Fee Schedule |
| C. Exhibit "C" | Task Order Project Scope of Services |
| D. Exhibit "D" | Task Order Project Budget |
| E. Exhibit "E" | Task Order Project Schedule |

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

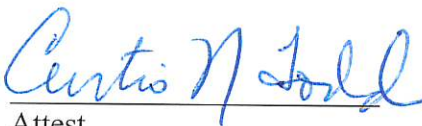


Witness

LAKE COUNTY WATER AUTHORITY

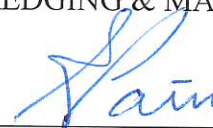
By:  16 Dec 09
Michael J. Perry, Executive Director Date

Federal ID# 59-6018003



Attest

DREDGING & MARINE CONSULTANTS

By: 
Name, Title SHAILESH K. PATEL, MANAGING MEMBER

Federal ID#: 32-0031996

Exhibit "B"

RATES FOR PROFESSIONAL SERVICES
Lake County Water Authority
Effective July 01, 2009

<u>Project Staff</u>	<u>Hourly Rate*</u>
Principal	\$130.00
Associate	\$120.00
Senior Professional	\$110.00
Project Manager	\$95.00
Project Professional	\$85.00
Staff Professional	\$60.00 - 75.00
 <u>Technical Support Staff</u>	
Senior CADD Technician	\$75.00
CADD Technician	\$60.00
Programmer / Modeler	\$85.00
Administrative / Accounting	\$40.00 - 50.00
 <u>Construction Inspection / Administration</u>	
Senior Resident Inspector	\$75.00
Environmental/Construction Inspector	\$70.00
Field Technician	\$55.00 - 60.00
 Subcontractor Expenses	 Cost + 10%
 *Mediation, Deposition, Court Appearance (min. 4 hrs + Expenses)	 Hourly Rate + 50%

mailed 6-1-16



**Lake County
WATER AUTHORITY**

Michael J. Perry, Executive Director • Neil Kelly, Secretary-Treasurer

107 North Lake Avenue • Tavares, Florida 32778-3119 • (352) 343-3777 • Fax (352) 343-4259 • E-mail: info@lcwa.org • www.lcwa.org

May 27, 2016

Mr. Shalesh K. Patel, P. E.
Dredging & Marine Consultants
4643 S. Clyde Morris Boulevard, Unit 302
Port Orange, FL 32129

Subject: Task Order
Bid Management for Structures M-5 and M-6 Task 1

Dear Mr. Patel:

The Lake County Water Authority is issuing this task order under our Continuing Engineering Contract with Dredging & Marine Consultants. Please allow this letter to serve as the Notice To Proceed with Task 1 Bid Management Services for the M-5 and M-6 Structure Modifications for \$4,940.00. The Scope of Work dated May 3rd, 2016, has been attached. .

Sincerely,

Ron Hart
Water Resources Program Manager
Lake County Water Authority

BOARD OF TRUSTEES

District One
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District Two

District Three
Carolyn M. Maimone

District Four
Doug Bryant

District Five
Charles C. Clark

At-Large
Adam Dufresne

At-Large
John N. Harris

May 3, 2016

Mr. Ron Hart
Water Resources Director
Lake County Water Authority
27351 SR 19
Tavares, FL 32778-4251

**RE: Palatka River M-5/M-6 Control Structure Modifications
Proposal for Bid Management Services and Construction Management Services**

Mr. Hart:

Dredging & Marine Consultants, LLC (DMC) is pleased to provide the Lake County Water Authority (LCWA) with the following continuing services proposal to provide bid management and construction management services for the Palatka River M-5/M-6 Control Structure Modifications project. At your request, we have separated these services into two tasks. Task 1 will include services related to assisting LCWA with bid preparation management for this project, and will commence immediately upon receiving the Notice to Proceed from LCWA. Task 2 includes construction management services and will commence immediately upon completion of Task 1. These tasks are described in more detail below.

Task 1: Bid Management Services:

Under this task, DMC will assist LCWA with preparing the project for bidding by performing the following items:

- Assist LCWA with compiling the final bid documents for advertising.
- Preparation of bid tabulation forms.
- Attendance at the pre-bid meeting.
- Addressing of any technical comments or questions raised by bidders regarding the plans and specifications. It is our understanding that LCWA will address any questions regarding the bidding process itself, or those regarding access to the project sites.
- Assemble any necessary addenda for bidding clarification.

Budget:

Task 1 – Bid Management Services: \$4,940.00

Schedule: Services will continue for 10 weeks (2.5 months) after receipt of Notice to Proceed.

Task 2: Construction Management Services:

Under this task, DMC will provide field inspection/management services for LCWA while the contractor is working on the project. It is assumed that construction will commence near the start of the upcoming dry season (late November to December timeframe) and will take approximately 4.5 months to complete, including close-out. The specific items to be accomplished under this task are listed below:

- Attendance at the pre-construction meeting.
- Review of shop drawings, product information sheets, sheet pile driving logs, geotechnical testing results and other required submittals.

- Field verification of products and materials.
- Conducting routine site visits to monitor construction activity and conformance with the plans and technical specifications. All site visits will be documented with photographs and field notes by the inspector, and weekly summary reports will be prepared for LCWA, detailing the work accomplished and the planned activity for the following week. DMC will perform two (2) site visits per week, and will attempt to align these as much as possible so as to be onsite during critical stages of construction; however, an additional six (6) site visits are proposed to be necessary to ensure appropriate critical juncture coverage, or to accommodate unexpected site conditions requiring resolution.
- Review of pay applications submitted by the contractor, and making recommendations for payment or revision.
- Answering any technical questions raised by the contractor during construction, and/or clarifying any items in the plans or technical specifications if required.
- Develop a set of red-lined plans indicating any deviations from the plans and/or technical specifications that were agreed upon at the site during construction
- Review of as-built drawings and preparation of recommendations to correct any noted deficiencies.
- Submittal of as-built drawings and other required close-out documents to SJRWMD.

Budget:

Task 2 – Construction Management Services: \$36,460.00.

Schedule: Services will continue until acceptance of the constructed project by SJRWMD.

The total cost for all services provided is summarized below.

• Task 1 – Bid Management Services:	\$ 4,940.00
• Task 2 – Construction Management Services:	<u>\$36,460.00</u>
• TOTAL COST:	\$41,400.00

Services will continue for a duration of seven (7) months, 2.5 months for bidding management and 4.5 months for construction management. If the construction period exceeds the anticipated time of 4.5 months, DMC would continue to provide construction management services at the authorized rates with LCWA until final acceptance by SJRWMD.

Thank you for this opportunity to continue our services, and we look forward to working with you on this project.

Respectfully,

Dredging & Marine Consultants, LLC



Shailesh K. Patel,
Senior Project Manager



**Lake County
WATER AUTHORITY**

Michael J. Perry, Executive Director • Gary J. Cooney, Secretary - Treasurer

27351 SR 19 • Tavares, Florida 32778-4251 • (352) 324-6141 • Fax (352) 324-6364 • email: info@lcwa.org • www.lcwa.org

January 28, 2019

Mr. Shailesh K. Patel, M.Sc., CPSSc.
Dredging & Marine Consultants
4643 S. Clyde Morris Blvd. Unit 302
Port Orange, FL 32129

Subject: Palatlakaha River Villa City Control Structure Modifications, Lake County, Florida
Proposal for Design, Engineering and Permitting Services (Change Order #1)

Dear Mr. Patel:

The Lake County Water Authority is issuing this change order to adjust the time of completion for the Palatlakaha River Villa City Control Structure Modifications as authorized by the Lake County Water Authority Board of Trustees. This revision is necessary to complete the finalized design and to pay existing and future invoices. The new completion date as approved by the Board is April 22, 2019.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Perry", is written over a light blue, wavy background that matches the LCWA logo's design.

Michael J. Perry
Executive Director
Lake County Water Authority

BOARD OF TRUSTEES

District One	District Two	District Three	District Four	District Five	At-Large	At-Large
Peggy Cox	Trampis BonJorn	Carolyn Maimone	Robert Hendrick	Amy Stone	Courtney Stokes	Keith A. Farner

THE



**Lake County
WATER AUTHORITY**

Michael J. Perry, Executive Director • Neil Kelly, Secretary-Treasurer

107 North Lake Avenue • Tavares, Florida 32778-3119 • (352) 343-3777 • Fax (352) 343-4259 • E-mail: info@lcwa.org • www.lcwa.org

August 19, 2015

Shailesh K. Patel, M.Sc. CPSSc.
Dredging & Marine Consultants
4643 S. Clyde Morris Blvd., Unit 302
Port Orange, FL 32129

Dear Shailesh:

Enclosed you will find one fully executed Agreement Between the Lake County Water Authority and Dredging & Marine Consultants for Continuing Engineering Services.

We look forward to working with DMC.

Sincerely,

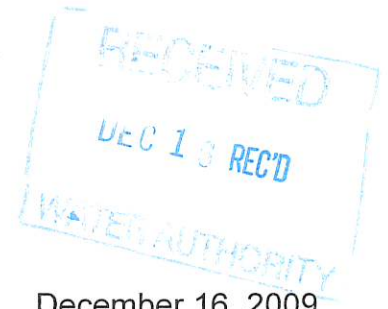
A handwritten signature in black ink that reads "Ron Hart". The signature is written in a cursive, slightly stylized script.

Ron Hart
Water Resources Program Manager

RH:LM
Enclosure

BOARD OF TRUSTEES

District One	District Two	District Three	District Four	District Five	At-Large	At-Large
Peggy Cox	Samuel R. Oppelaar, Jr.	Carolyn M. Maimone	Doug Bryant	Charles C. Clark	Adam Dufresne	John N. Harris



December 16, 2009

Mr. Ron Hart
LCWA Water Resources Program Manager
Lake County Water Authority
107 No. Lake Avenue
Tavares, FL 32778-3119

Re: Executed Agreement for General Engineering Services

Dear Mr. Hart:

As per Lake County Water Authority's (AUTHORITY) contract requirement, Dredging and Marine Consultants, LLC shall notify the AUTHORITY thirty (30) days prior written notice of any material change or cancellation of the required Vehicle liability insurance coverage.

Respectfully,
Dredging & Marine Consultants, LLC

Shailesh K. Patel, M.Sc. CPSSc.
Manager Member

Enclosures

