



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 113-2016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE SINGLE SOURCE AGREEMENT WITH AQUATECH GEOSCIENCES, INC. OF LAKE CLARKE SHORES, FLORIDA, TO PROVIDE PROFESSIONAL GEOLOGY AND HYDROGEOLOGY SERVICES, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the single source agreement with Aquatech Geosciences, Inc. of Lake Clarke Shores Florida, for their unique historical, technical, institutional knowledge and experience for continuity of services to provide Professional Geology and Hydrogeology Services with a provision for a three (3) year term with two (2) additional one (1) year periods, and request the Mayor and City Clerk to execute the agreement subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 113-2016

Approval of the Single Source Agreement with Aquatech Geosciences, Inc.

ADOPTED this 14th day of November 2016

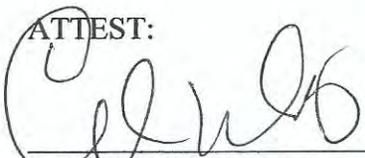
Commissioner MCDONALD offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the vote was as follows:

JEFFREY KRAUSKOPF, MAYOR
EULA CLARKE, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
TOM CAMPENNI, COMMISSIONER
TROY MCDONALD, COMMISSIONER

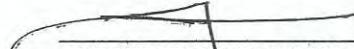
YES	NO	ABSENT
X		
X		
X		
X		
X		

ADOPTED this 14th day of November 2016.

ATTEST:

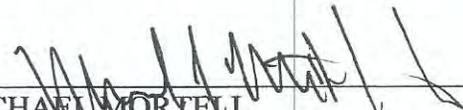


CHERYL WHITE
CITY CLERK



JEFFREY KRAUSKOPF
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:



MICHAEL MORIYELL
CITY ATTORNEY





**SINGLE SOURCE
PROFESSIONAL SERVICES AGREEMENT"**

BETWEEN

**CITY OF STUART AND AQUATECH GEOSCIENCES, INC.
FOR PROFESSIONAL GEOLOGY AND HYDROGEOLOGY SERVICES**

THIS SINGLE SOURCE MASTER AGREEMENT, hereinafter "Contract," made and entered into this 14th day of November, 2016 by and between Aquatech Geosciences, Inc., 7438 Pinetree Lane, Lake Clarke Shores, Florida 33406, hereinafter referred to as "PROFESSIONAL" and the CITY of Stuart, Florida, a municipal corporation, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "CITY", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

CITY intends to enter into a single source agreement with the PROFESSIONAL for their unique historical, technical, institutional knowledge and experience for continuity of service for Professional Geology and Hydrogeology Services and the payment for those services by CITY as set forth below.

II. SCOPE OF SERVICES

The PROFESSIONAL shall provide Professional Geology and hydrogeology services in all phases of any project for which a WORK AUTHORIZATION has been issued by the CITY pursuant to this Agreement as hereinafter provided. These services will include serving as CITY'S PROFESSIONAL consulting representative for the Project, providing Professional consulting consultation and advice and furnishing customary Professional Geology and Hydrogeology Services and customary services incidental thereto as described in the Work Authorization. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Authorization.

Section 1. Scope of Service

PROFESSIONAL shall work with the CITY Public Works Director, Assistant Public Works Director, CITY Attorney, CITY Manager, or other CITY staff in advising the CITY and the CITY Commission regarding ground water related components of the CITY'S water and wastewater treatment systems. The services will be those customarily attendant to Professional Geology and Hydrogeology Services including, but not limited to the following:

- A. Provide guidance and technical support in connection with the CITY'S Water Use Permit and water supply planning activities.
- B. Perform studies, analysis, technical specifications, bid analysis, services during construction permitting and regulatory agency liaison related to the rehabilitation, modification, testing, expansion and or repair of the CITY'S existing and proposed raw water production wells, injection and monitoring wells.
- C. Perform analyses, support and guidance to the CITY in connection with well field contamination issues affecting the CITY'S raw water supply, including assessment of contamination and litigation support.

- D. Preparation of and performance for other Professional Geology and hydrogeology services to the CITY as may be required.

III. AGREEMENT PROVISIONS

Section 1. Period of Service

1.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both CITY and PROFESSIONAL. Term of this agreement shall be for an initial period of three (3) years with the option of two (2) additional one-year renewal periods, upon the mutual agreement of the parties.

1.2 Work Authorization

Each “Work Authorization” shall specify the Period of Service agreed to by the CITY and the PROFESSIONAL for services to be rendered under said “Work Authorization”.

1.3 PROFESSIONAL’S Project Team

The PROFESSIONAL’S Project Team must remain as negotiated for the term of the contract. Any substitutions or revisions to the project team must be formalized by amendment to this contract and executed by the appropriate CITY officials.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate PROFESSIONAL for services under each Work Authorization. The fee due to the PROFESSIONAL shall be set forth in each Work Authorization and shall be in accordance with PROFESSIONAL'S personnel hourly rate schedule formalized in “**Exhibit A**” to this Agreement. PROFESSIONALSs personnel hourly rate schedule may be updated prior to each optional renewal period.

2.2 Invoices

PROFESSIONAL shall submit invoices to the CITY no later than the last day of the month for work accomplished under this Contract. Each invoice shall be detailed and include, but not be limited to, work authorization assigned to the work, hours worked by each person assigned to the Project, date worked and all ancillary expenses incurred and by whom.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by CITY. Payment is delinquent 30 days following receipt and approval of invoice by CITY.

Section 3. Reimbursable Expenses

PROFESSIONAL shall be reimbursed only for approved out pocket expenses directly chargeable to the Project, at actual cost incurred. Reimbursable expenses will include postage, printing, and copying and long distance phone calls shall be billed as a reimbursable expense at the PROFESSIONAL'S actual cost.

Section 4. Audit

The Contractor agrees that the CITY or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the CITY the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Additional Services

5.1 Requests for Additional Services

The undertaking by the PROFESSIONAL to perform Professional Geology and Hydrogeology Services defined within this Contract extends only to those services specifically described herein. If upon the request of the CITY, the PROFESSIONAL agrees to perform additional services hereunder, the CITY shall pay the PROFESSIONAL for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with PROFESSIONAL'S current personnel fee schedule, plus reimbursable expenses so incurred by the PROFESSIONAL.

5.2 Changes in Scope/Conditions

Additional Services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to the PROFESSIONAL, or a change in the scope of work of the Project initiated by the CITY, or services that are required by changes in the requirements of public agencies, after work under this Contract has commenced.

Section 6. Use of Documents

6.1 Ownership of Original Documents

All deliverable analyses, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the PROFESSIONAL'S services or have been created during the course of the PROFESSIONAL'S performance under this Contract shall become the property of and shall be delivered to the CITY after final payment is made to the PROFESSIONAL.

Section 7. Termination

7.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, PROFESSIONAL shall be paid for all services rendered to the date of termination including all reimbursable expenses.

7.2 Termination for Cause

The performance of the Contract may be terminated by the CITY of Stuart in accordance with this clause, in whole or in part, in writing, whenever the CITY shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the CITY, then the CITY can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

Section 8. CITY's Obligations

8.1 Data to be Furnished

The CITY shall provide PROFESSIONAL with all data, studies, surveys, plats and all other pertinent information concerning the Project in the possession of the CITY upon request.

8.2 Designated Representative

The Designated Representative of the CITY to act with authority on the CITY'S behalf with respect to all aspects of the Project shall be identified in each Project Authorization.

Section 9. Persons Bound by Agreement

9.1 Parties to the Agreement

The persons bound by this Contract are the PROFESSIONAL and the CITY and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Agreement

This Contract and any interest associated with this Contract may not be assigned, sublet or transferred by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent PROFESSIONAL from employing such independent PROFESSIONALS, associates and subcontractors as PROFESSIONAL may deem appropriate to assist in the performance of the services hereunder.

9.3 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than PROFESSIONAL and the CITY.

Section 10. Indemnification of City

PROFESSIONAL covenants and agrees at all times to save, hold, and keep harmless the City, its officials, employees, agents, and volunteers and indemnify the City, its officials, employees, agents, and volunteers against any and all claims, demands, penalties, judgments, court costs, attorney's fees, and liability of every kind and nature whatsoever arising out of or in any way connected or arising out of the performance of this Agreement to the extent of the insurance requirements set forth herein. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification provided herein. Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Chapter 768.20 Florida Statutes as amended.

PROFESSIONAL shall obtain, maintain and pay for under professional liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance.

11.1. Workers' Compensation

The PROFESSIONAL shall procure and maintain, during the life of this Contract, Worker's Compensation insurance as required by Florida Statutes, Chapter 440 for all of employees of the PROFESSIONAL engaged in work on the Project under this Contract.

11.2 Insurance Policy Limits

PROFESSIONAL shall procure and maintain insurance policies with at least the following coverage and amounts, during the life of this contract:

11.2.1 **General Liability Insurance.** In a combined single limit of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.

11.2.2 **Automobile Liability Insurance.** In a combined single limit of \$50,000.00 each occurrence.

11.2.3 **Professional Liability or Errors and Omissions Insurance.** PROFESSIONAL liability coverage with limits of not less than \$1,000,000.00 per claim, \$2,000,000.00 per project.

11.3 Insurance Cancellation

The PROFESSIONAL shall furnish to the CITY Certificates of Insurance allowing thirty (30) days' notice for any change, cancellation, or non-renewal. If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the CITY fifteen (15) days prior to the renewal date.

11.4 CITY to be Named Additional Insured

The plans and specifications and other contract documents to be prepared by PROFESSIONAL pursuant to this Contract shall require the insurance of liability of the person, firm or corporation which

would, as contractor, perform the work described in such plans and specifications. The amounts of insurance shall be determined by the CITY. The CITY shall be named as "additional insured" with regard to the coverage of such policies of insurance.

11.5 Status of Claim.

The PROFESSIONAL shall be responsible for keeping the CITY currently advised as to the status of any claims made for damages against the PROFESSIONAL resulting from services performed under this Contract. The PROFESSIONAL shall send notice of claims related to work under this Contract to the CITY. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

CITY Manager, CITY of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994
FAX: (772) 288-5316

Section 12. Professional Standards

12.1 Approvals Not Guaranteed

All work performed by PROFESSIONAL will be in accordance with the highest PROFESSIONAL standards and in accordance with all applicable governmental regulations. However, PROFESSIONAL does not warrant or represent that any governmental approval will be obtained, only that the PROFESSIONAL will exercise its best efforts to obtain all such approvals contemplated under this Contract.

12.2 Governmental Regulations

PROFESSIONAL shall assure that work performed under each Project Authorization shall be in accordance with all applicable governmental regulations.

Section 13. Opinions of Cost

Since the PROFESSIONAL has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified PROFESSIONAL, familiar with the current market. The PROFESSIONAL cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If at any time the CITY wishes greater assurance as to the amount of any cost, the CITY shall employ an independent cost estimator to make such determination. Consulting services required to bring cost within any limitation established by the CITY will be paid for as additional services hereunder by the CITY.

Section 14. General Conditions

14.1 Venue in Martin County

Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the PROFESSIONAL defaults in the performance of any of the terms, covenants and conditions of this Contract, the PROFESSIONAL agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the CITY or the CITY'S representative identified herein shall be binding or enforceable against the CITY. This agreement constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this agreement, it shall not constitute a waiver of the same.

14.6 Authority to Execute Contract

By signing this agreement, the PROFESSIONAL swears or affirms, under penalty of perjury, that this is a valid act of the PROFESSIONAL, and that no later claim shall be made by the PROFESSIONAL that the agreement is invalid or an ultra vires act, by reason of a failure to have the proper authority to execute the agreement. In the event that a court of competent jurisdiction later determines that the agreement is or would be null and void for failure of the signatory to have proper or complete authority, this agreement shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the CITY, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the CITY Clerk as the custodian of Public Records for the CITY of Stuart, and all the respective departments at 772-288-5306 or cwhite@ci.stuart.fl.us , CITY of Stuart, CITY Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 15. Exhibits

The following Exhibits are attached to and made a part of this Contract:

“Exhibit A” - "PROFESSIONAL's Personnel Hourly Rate Schedule"

“Exhibit B” - "Insurance and Indemnification"

“Exhibit C” – “Work Authorization”

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Signatures are on following page

IN WITNESS WHEREOF, the CITY and the PROFESSIONAL have made and executed this Contract the day and year first above written.

CITY OF STUART, FLORIDA

ATTEST:

[Handwritten Signature]

CHERYL WHITE
CITY CLERK

[Handwritten Signature]

JEFFREY KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



[Handwritten Signature]

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

AQUATECH GEOSCIENCES, INC.

[Handwritten Signature]
(Signature)

[Handwritten Signature]
(Signature)

[Handwritten Signature]
(Signature)

HELEN V. HICKMAN
Printed Name

PRESIDENT
Title

EXHIBIT A

“PROFESSIONAL'S PERSONNEL HOURLY RATE SCHEDULE”

POSITION	HOURLY RATE
PRINCIPAL PROFESSIONAL	\$130.00
SENIOR PROFESSIONAL	\$100.00
PROFESSIONAL	\$90.00
OFFICE SUPPORT	\$45.00
ACCOUNTING	\$70.00
FIELD TECHNICIAN	\$75.00

EXHIBIT B

“INSURANCE AND INDEMNIFICATION”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2016

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

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

PRODUCER Albertz Insurance Agency 2237-A So Congress Ave West Palm Beach, FL 33406 Phil Albertz	CONTACT NAME: Amanda Cartwright PHONE (A/C, No, Ext): 561-721-2700 FAX (A/C, No): 561-721-2070 E-MAIL ADDRESS: acartwright@albertzinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED AquaTech GeoSciences Inc 7438 Pine Tree LN West Palm Beach, FL 33406	INSURER A : Markel International Ins Co	
	INSURER B : Evanston Insurance Co	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			3EF8937	08/23/2016	08/23/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ excluded
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			MG846091	06/29/2016	06/29/2017	Per Claim 1,000,000
							Aggregate 2,000,000

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

*** Additional Insured ***

CERTIFICATE HOLDER**CANCELLATION**

CITYSTU City of Stuart 121 SW Flagler Avenue Stuart, FL 34994	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Phil Albertz
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EXHIBIT C

“SAMPLE”

WORK AUTHORIZATION #_____ TO THE AGREEMENT FOR

BETWEEN THE CITY OF STUART AND THE FIRM OF

PROJECT DESCRIPTION: Name of Project.

I. PURPOSE

This is an attachment to the Single Source Master Agreement for Professional Geology and Hydrogeology Services, dated November 14, 2016, between the CITY of Stuart (CITY) and the firm of Aquatech Geosciences, Inc. (PROFESSIONAL) and made a part thereof. The purpose of this Work Authorization is to specify the required services of the_____.

II. PROFESSIONAL'S SERVICES

The PROFESSIONAL shall provide _____.

III. GENERAL SCOPE OF WORK

The PROFESSIONAL's services shall include, but not be limited to, the following tasks:

TASK 1: PLANNING SERVICES

TASK 2: PRELIMINARY DESIGN SERVICES

IV. CITY RESPONSIBILITIES

The CITY will provide specific data for the project. Such data shall; include as a minimum available;

V. WARRANTY

The PROFESSIONAL warrants that the services provided as a result of this Work Authorization are complete, correct and suitable for the purpose intended.

VI. AMERICANS WITH DISABILITIES

The PROFESSIONAL shall ensure compliance with all applicable governmental accessibility standards, including without limitation those applicable under Section 35.151 CFR.

VII. DELIVERABLES

The project deliverables associated with the work effort provided in Exhibit “B” will be delivered to the CITY in accordance with the schedule provided above.

VIII. PLAN AND DOCUMENT OWNERSHIP

The original documents will become the property of the CITY upon completion of this Project.

IX. SCHEDULES AND TIME CONSTRAINTS

Anticipated submittal times for the deliverables described in this scope of service will be completed as follows:

X. COMPENSATION

Payment for all services will be in accordance with the Standard Agreement for PROFESSIONAL GIS Services. Total compensation shall be based on the hourly rate schedule shown on Exhibit A for all services material, supplies and any other items or requirements necessary to complete the work as described herein to include actual salary costs, overhead and profit in an amount equal to 100% of actual salary cost and reimbursement of actual direct non-salary expenses shall not exceed Forty Six Thousand, Nine Hundred and Ninety Dollars (\$46,990.00).

Out of pocket expenses including postage, printing, and copying and long distance phone calls shall be billed as a reimbursable expense at the PROFESSIONAL’s actual cost. Reimbursable expenses shall not exceed the sum of One Hundred Dollars (\$100.00), therefore total compensation for all work shall not exceed Forty Seven Thousand, Nine Hundred and Ninety Dollars (\$47,990.00).

XI. ADDITIONAL TERMS

All exclusions and additional provisions agreed to in the original Agreement are to remain in full effect during the implementation of the project.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

PROFESSIONAL: **FIRM** (SEAL)

By: _____
(Signature)

BY _____ Date: _____
Corporate Officer Name & Title

Date _____ ATTEST:

=====

APPROVED AS TO COMPLIANCE WITH PURCHASING & CONTRACTS POLICIES AND PROCEDURES

_____ Date _____
Lenora Darden
Procurement and Contracting Services Manager

=====

TECHNICAL PROVISIONS OF CONTRACT AND BUDGETARY REQUIREMENTS APPROVED

_____ Date _____
Samuel T. Amerson
Director Public Works

=====

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF STUART CITY ONLY

_____ Date _____
Michael J. Mortell
CITY Attorney

=====

CITY OF STUART

_____ Date _____
Paul J. Nicoletti
CITY Manager

=====

CITY OF STUART

_____ Date _____
Cheryl White
CITY Clerk

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**EXHIBIT A OF THE WORK AUTHORIZATION
“SAMPLE”
PROFESSIONAL SERVICES
HOURLY RATE SCHEDULE**

Position	Hourly Rate
Principal PROFESSIONAL	\$130.00
Senior PROFESSIONAL	\$100.00
PROFESSIONAL	\$90.00
Office Support	\$45.00
Accounting	\$70.00
Field Technician	\$75.00

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**EXHIBIT B OF THE WORK AUTHORIZATION
“SAMPLE”**

TASK RATE SCHEDULE

Task #	Task Description	Principal	Accounting	Clerical Support	Labor Hours
1	Preliminary Determination of Supplies				
2	Review Potential Supplies				
3	Report				
4	PM & Meetings				
Total Labor Hours					

Rate /Hour

Total Labor Cost

Reimbursable Expenses

Total Fee (\$)

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