

SERVICE CONTRACT

March **THIS AGREEMENT** is made and entered into this 14 day of _____, 2018, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and HYDRO SOLUTIONS CONSULTING, LLC., a Florida Limited Liability Company hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
2. Purpose. City hereby contracts with Contractor to provide consulting services upon the terms and conditions herein set forth
3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.
4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.
5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City, shall have the option to renew this contract for an additional period of one (1) year upon the written consent of both the City and the Contractor, and provided that City will provide notification within sixty (60) days of termination date of its intention.
6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.
7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a not to exceed Fixed Fee of \$30,000.00.

8. **Invoices.** Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon completion of services.

9. **Payment.** All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. **Disputes.**

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. **Communications.** All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Hydro Solutions Consulting, LLC
Scott Justice
3616 Harden Blvd #110
Lakeland, Florida 33803

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. **Information and Documents.** All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. **Termination.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice from the other.

If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar

days after receipt of written notice and is continuing either party shall have the right to terminate this Agreement immediately upon delivery of the written notice to the defaulting party of its election to do so.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officials, employees, authorized agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Section 768.28, Florida Statutes.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of 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 Chapter 119, Florida Statutes or as otherwise provided by law.

3. 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 City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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 CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

29. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or

subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

Betty J. Manes
Audrey G. Sittall

CITY OF POMPANO BEACH

By: [Signature]
LAMAR FISHER, MAYOR

By: [Signature]
GREGORY P. HARRISON, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: [Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of March, 2018 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)
FF 993881
Commission Number



"CONTRACTOR"

HYDRO CSOLUTIONS CONSULTING, LLC.

Witnesses:

E. Devon White

Elizabeth Devon White
(Print or Type Name)

Matthew O'Connor

Matthew O'Connor
(Print or Type Name)

By: Scott D. Justice
Scott Justice, Vice President

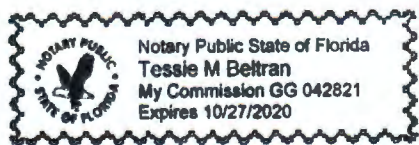
STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was acknowledged before me this 26th day of February, 2018, by Scott Justice as Vice President of Hydro Solutions Consulting, LLC., a Florida limited liability company on behalf of the company. He is personally known to me or who has produced _____
(type of identification) as identification.

NOTARY'S SEAL:

Tessiem Beltran
NOTARY PUBLIC, STATE OF FLORIDA



Tessiem Beltran
(Name of Acknowledger Typed, Printed or Stamped)

042821
Commission Number

EXHIBIT "A" SCOPE OF WORK

BACKGROUND

One of the most important and complex tasks consistently faced by the City of Pompano Beach, FL (City) is the application and maintenance of regulatory permits from the various regulatory agencies in Florida. The regulatory structure changes frequently and the rule revisions sometimes have significant impacts on permit compliance including stormwater, water and wastewater facilities, reuse distribution and disposal requirements, and drinking water quality.

National Pollutant Discharge Elimination System (NPDES) and the NPDES Municipal Separate Storm Water Sewer System (MS4) Permit are administered by the Florida Department of Environmental Protection (FDEP). The City has both a domestic wastewater NPDES Permit (FLA013581) and a stormwater NPDES MS4 Permit (FLS266434). The permits contain several regulatory requirements for annual reporting including the implementation of Stormwater Master Plans (SWMP); some of which are integrated with Total Maximum Daily Loads (TMDLs).

In the State of Florida there are other water regulations that impact the City's NPDES permits and their requirements, such as the transition from the Fecal Coliform criteria to E. Coli and Enterococci standards. Other regulatory processes affecting the City's NPDES permit compliance include:

- Environmental Resources Permit (ERP);
- Construction General Permit (CGP);
- Consumptive Use Permits (CUP);
- Training;

- Mapping Support;
- TMDL;
- Designated Uses Classifications; and
- FDEP TMDL and 319 Grants.

The City has requested that Hydro Solutions Consulting, LLC (HSC) to provide consulting services leveraging HSC's experience in NPDES compliance while integrating current City programs, planned projects, and proposed activities.

SCOPE OF SERVICES

When requested by the City, HSC will develop science based recommendations and strategies. These services may include, but are not limited to, meeting attendance, consultation with or on behalf of the City regarding existing or proposed facilities or equipment, guidance on operations or maintenance of City facilities, and permit related activities or other governmental coordination. HSC will become engaged on behalf of the City in reviewing and evaluating impacts of environmental policy implementation on City programs and facilities. This includes technical or financial evaluations that consider stormwater outfalls, jurisdictional responsibilities, permit obligations, and the fair and equitable distribution of responsibilities.

Task 1: Professional Consulting Services

HSC will provide consultation services to the City to support Clean Water Act (CWA) regulations. HSC will provide services in the following areas:

- Consumptive Use Permitting;
- Reclaimed Water;
- Water and Wastewater Facilities;
- Waterbody Pollutant Evaluation;
- Assessment of Jurisdictions Responsibilities;

EXHIBIT "A"
SCOPE OF WORK

- Review of United State Environmental Protection Agency (EPA) and FDEP Restoration Policy;
- Recommendations on CWA Rulemaking;
- Geographic Information Systems (GIS);
- Water Quality Sampling Support;
- Best Management Practices (BMP) Pollutant Load Reductions;
- NPDES Permit; and
- TMDLs.

A "Not-to-Exceed" or "Lump Sum" authorization will be negotiated for each project prior to the beginning of services. Each authorization will include a detailed scope of services and a project budget for approval project upon request from the City for services.

Fee.....Hourly
(Budget Estimate - \$25,000)

Expenses

Costs such as final printing, telephone, delivery service, mileage, and travel shall be invoiced at direct cost.

Budget Estimate.....\$2,500.00

HOURLY FEE SCHEDULE

Personnel Position	Range of Direct Labor Rates (\$/hr.)	
	Minimum	Maximum
Principal	\$ 179.40	\$ 234.60
Senior Project Manager	\$ 151.80	\$ 207.00
Project Manager	\$ 124.20	\$ 179.40
Deputy Project Manager	\$ 96.60	\$ 151.80
Senior Technical Professional IV	\$ 165.60	\$ 220.80
Senior Technical Professional III	\$ 138.00	\$ 193.20
Senior Technical Professional II	\$ 110.40	\$ 165.60
Senior Technical Professional I	\$ 82.80	\$ 138.00
Quality Control Officer	\$ 138.00	\$ 193.20
Designer/CADD Manager	\$ 110.40	\$ 165.60
Designer/CADD Operator	\$ 82.80	\$ 138.00
Professional III	\$ 82.80	\$ 138.00
Professional II	\$ 55.20	\$ 110.40
Professional I	\$ 41.40	\$ 96.60
Technician III	\$ 55.20	\$ 110.40
Technician II	\$ 41.40	\$ 96.60
Technician I	\$ 27.60	\$ 82.80
Financial Administrator	\$ 82.80	\$ 138.00
Administration III	\$ 55.20	\$ 110.40
Administration II	\$ 41.40	\$ 96.60
Administration I	\$ 27.60	\$ 82.80

EXHIBIT "A"
SCOPE OF WORK

COMPENSATION: Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include out-of-pocket expenses, the cost of which shall be charged at actual cost. Typical out-of-pocket expenses shall include, but not be limited to, local travel at the rate currently paid by the Subconsultant to his employees but not more than .535 cents per mile, long distance telephone calls, printing and reproduction costs, and survey supplies and materials. All travel expenses must be approved by the City's Project Manager prior to expenses being incurred. Travel expenses that are incurred without prior approval may be subject to non-reimbursement.

Compensation may be negotiated as a "Not to Exceed" or "Lump Sum" price on each individual authorization. All of HSC's invoices, other than those for "Lump Sum" projects, shall be accompanied by time and task records for all billable hours appearing on the invoice. All of HSC's invoices for "Lump Sum" projects shall be accompanied by the schedule of deliverables with associated milestones.

QUALITY CONTROL (QC): If HSC is to provide deliverable documents to City, HSC shall perform QC review of those documents and all supporting work products prepared by HSC. HSC shall follow appropriate and acceptable QC review and documentation procedures.

SCOPE OF SERVICES: Subconsultant understands and agrees that the Scope of Services described in item 2 hereof is not a guarantee of a specific amount of work to be assigned under this Agreement. City, at its option, may elect to expand, reduce, or delete the extent of each work element described in the Scope of Services.

EXHIBIT "B"

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability**

GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate	
* Policy to be written on a claims incurred basis		
XX comprehensive form	bodily injury and property damage	
XX premises - operations	bodily injury and property damage	
— explosion & collapse hazard		
— underground hazard		
— products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance	bodily injury and property damage combined	
XX broad form property damage	bodily injury and property damage combined	
XX independent CONTRACTORS	personal injury	
XX personal injury		
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate	

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

— other than umbrella bodily injury and property damage combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX * Policy to be written on a claims made basis \$2,000,000 \$2,000,000

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.