

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 15, 2015

Consent ☒
Public Hearing ☐

Regular ☐

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the Contract for Engineering/Professional Services for the Western Region Operations Center (WROC) with Mathews Consulting, Inc. (R2014-1764) to increase the contract in the amount of \$26,633.45.

Summary: On November 18, 2014, the Board of County Commissioners (BCC) approved the Water Utilities Department (WUD) Engineering/Professional Services Contract (Contract) for design and bidding services required to construct the WROC with Mathews Consulting, Inc. Amendment No. 1 to the Contract provides for the modification of the design of the air conditioning at WROC, addition of a new diesel emergency generator and combination of the warehouse and shop buildings into a single building. The Small Business Enterprise (SBE) participation established by the SBE Ordinance (R2002-0064) is 15% overall. The Contract with Mathews Consulting, Inc. provides for SBE participation of 97% overall. Amendment No. 1 has 100% of SBE participation. The cumulative SBE participation, including Amendment No. 1, is 99.16% overall. Mathews Consulting, Inc. is a Palm Beach County company. This project is included in the FY15-16 Capital Improvement plan adopted by the BCC. (WUD Project No. 13-053) District 6 (MJ)

Background and Justification: WUD determined that the utilization of a Construction Manager at Risk for the construction of the WROC would result in the most efficient and effective implementation of the project, necessitating an amendment to the Contract to remove the provision of bidding services from the scope of work.

Attachments:

1. Location Map
2. Summary of Certificate of Insurance from ITS
3. Three (3) Original Amendment No.1

Recommended By:


Department Director

11-23-15
Date

Approved By:


Assistant County Administrator

12/8/15
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	<u>\$26,633</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$26,633</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.:	Fund 4011	Agency 721	Org. W037	Object 6502	

Reporting Category **N/A**

B. Recommended Sources of Funds/Summary of Fiscal Impact:

One (1) time capital expenditure from user fees with balances brought forward.

C. Department Fiscal Review: Julia M. Hunt

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:


The increase brings the contract total to \$720,916.

Sheng An

D. J. Jacob
Contract Development and Control
B. Wheeler 2-3-15

B. Legal Sufficiency:

Legal Sufficiency:



Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

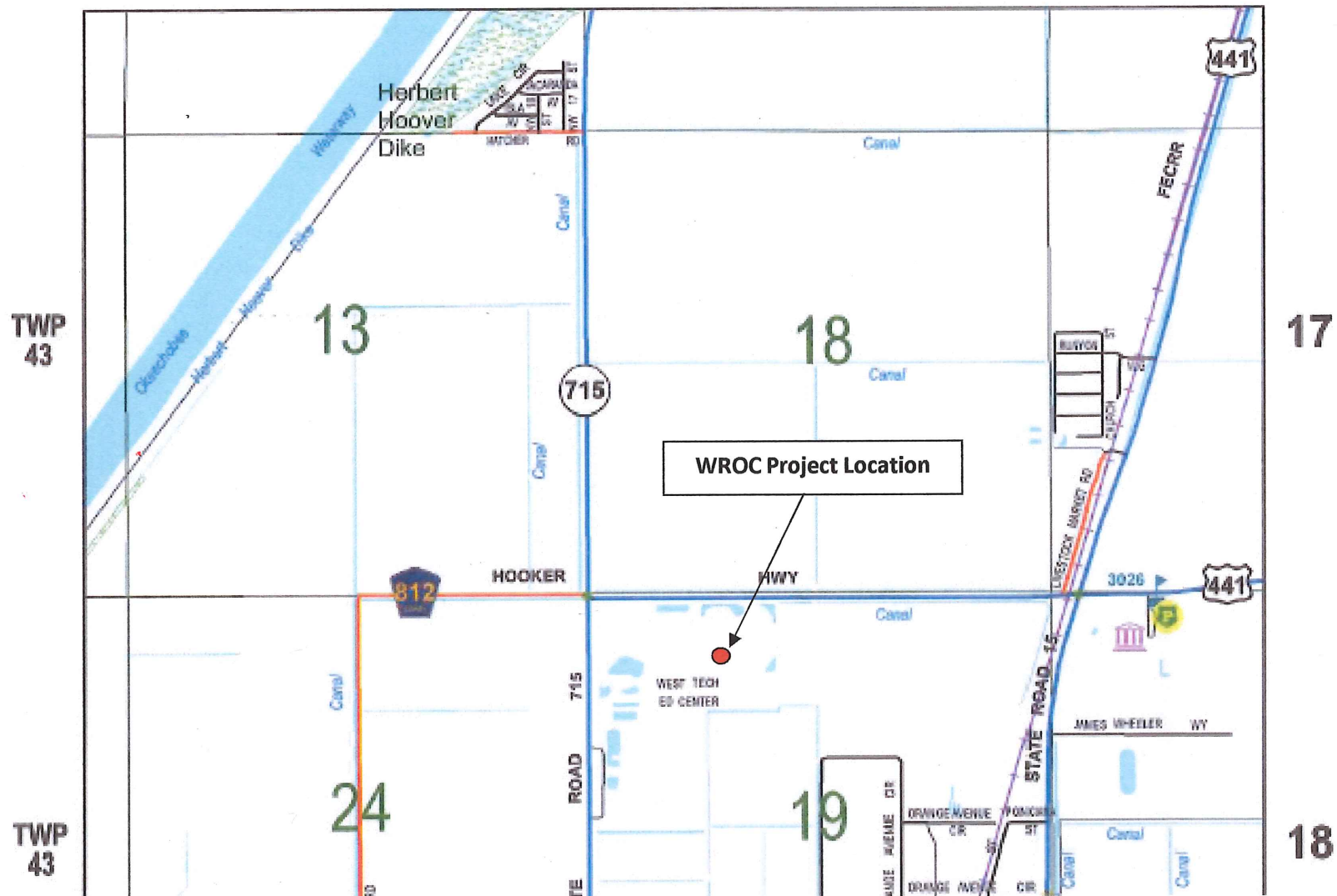
ATTACHMENT 1
Location Map

Page 151

PP

See pg 143

OO



Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Friday, October 02, 2015 Images Contracts

Insured: <u>Mathews Consulting, Inc.</u>		Insured ID: 14-004-PBC	
Status:	Compliant (with overrides)		
ITS Account Number:	PLC1270		
Project(s):	Palm Beach County - Water Utilities		
Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 11/1/2015			
General Aggregate:	\$1,000,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$0	\$0	
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$1,000,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 11/1/2015			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$1,000,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 11/1/2015			
<u>Professional Liability</u>			
Expiration: 5/1/2016			
Each Occurrence:	\$3,000,000	\$3,000,000	
Aggregate Limit:	\$3,000,000	\$3,000,000	

Notifications

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal

**AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
WESTERN REGION OPERATIONS CENTER (WROC)
PROJECT NO. WUD 13-053**

This Amendment is made as of the day of _____ 20 _____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Mathews Consulting, Inc. [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 65-0813121.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree that the Contract for Engineering/Professional Services entered into by the parties on November 18, 2014, and referenced by County Resolution Number R2014-1764 (hereinafter "the Contract"), is amended as follows:

1. Additional services are provided as contained in Exhibit A1 attached hereto and made a part hereof.
2. The compensation in R2014-1764 was a lump sum fee of \$684,282.70 plus an additional not to exceed amount of \$10,000.00 for a total of \$694,282.70. The lump sum amount is hereby increased by \$26,633.45 from \$684,282.70 to \$710,916.15 and the total compensation including the not to exceed amount of \$10,000.00 is \$720,916.15 as contained in Exhibit B1.
3. The project schedule as depicted in R2014-1764 is increased by 5 weeks as contained in 'Project Schedule'.
4. The SBE schedules 1 and 2 are contained in Exhibit C1 and are in addition to those contained in exhibit C attached hereto and made a part hereof.

All other provisions in the Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment No. 1 on Behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER


PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

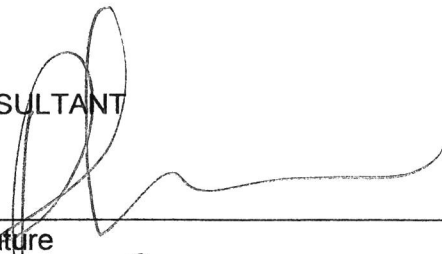
AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
WESTERN REGION OPERATIONS CENTER (WROC)
PROJECT NO. WUD 13-053

WITNESS:


Signature

Rebecca Travis
Name (Type or Print)

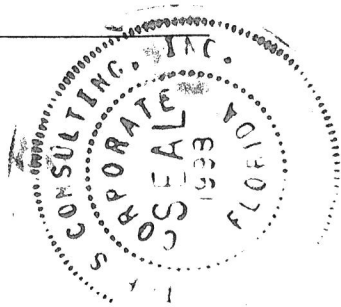
CONSULTANT


Signature

Rehe L. Mathews
Name (Type or Print)

Mathews Consulting, Inc.
Firm

(Corporate Seal)



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

EXHIBIT A1

**AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
WESTERN REGION OPERATIONS CENTER (WROC)
PROJECT NO. WUD 13-053**

The SCOPE OF WORK (EXHIBIT A of R2014-1764) is hereby amended as follows:

1. Scope of services (page 1 of Exhibit A) add the following second paragraph:

"The WROC site plan was previously approved in June 2015. The amended scope includes an Agency Review Site Plan Amendment Application to Palm Beach COUNTY Planning & Zoning Division for modification to the site plan to add the chiller yard and to modify the parking stall count. The original site plan (shown on Exhibit FALP-1 (page 2 of 13) will be replaced with the a revised site plan."

2. Phase 2 and 3 (page 1 of Exhibit A) the first sentence replace the words "diesel fuel piping" with the following:

"diesel fuel system for the new generator building including diesel fuel piping extending from the existing diesel fuel tanks; fuel delivery system between the tanks and generators and new submersible diesel fuel pumps and day tank"

3. Phase 2 & 3 (page 1 of Exhibit A) replace the second and third sentences with the following:

"Design the new emergency generator building to house 2 generators: the relocated generator from WTP 11 (to be relocated at a future date), as well as one new 2000 KW Tier 4 diesel emergency generator with urea injection system complying with the EPA RICE NESHAP rule for interruptible power as the FPL service is on a load control rate structure. The new and existing generators will be redundant and not operate simultaneously under this project as there is adequate capacity with a single generator to meet all of the power load demands. The generator controls I/O will be connected back to WTP 11 and Programmable Logic Controller (PLC)."

4. Task 2.1 (page 3 of Exhibit A) in the fifth paragraph replace the words "to a manifold connection to the existing force main at SR 715" with the following:

"connect to the forcemain stub located at the southeast corner of Hooker Highway and SR 715 and provide Florida Department of Transportation right-of-way permitting"

5. The COUNTY is planning to use Construction Manager at Risk (CMAR) for bidding and construction of the project, therefore a portion of the bidding services included in the original contract are no longer required. Credit is provided herein for these services along with deletion of the requirement to submit 90% and 100% construction cost estimates. Task 2.3 (page 4 of Exhibit A) is hereby replaced with the following:

- 2.3 CONSULTANT shall prepare the 90% and 100% design documents consisting of mechanical, electrical and architectural drawings and specifications for the re-designed HVAC system for the Warehouse/Shop Building and for the other modification listed above. This includes the provision of the Chiller Yard to be located east of the

Generator Building. The Chiller Yard will be sized for future expansion to accommodate the future Administration Building. The civil drawings (parking, paving, water and wastewater) will be modified to include the Chiller Yard. The 90% and 100% design documents will include technical specifications required for the HVAC system.

CONSULTANT shall prepare an Opinion of Cost based on the 90% level of design for the mechanical and electrical modifications as required for the HVAC system re-design, only. The revised mechanical, electrical and civil drawings will be included in the 90% and 100% design submittal to the COUNTY.

6. Delete task 2.4 (page 4 of Exhibit A).

7. Task 2.7 (page 5 of Exhibit A) is hereby amended to add the following third paragraph

“CONSULTANT and its sub-consultant shall update the current approved Site Plan via an Agency Review Site Plan Amendment Application for the changes relative to adding the Chiller Yard. Work effort includes attendance at required pre-application meeting, coordination with COUNTY and other COUNTY Departments, preparation and submittal of the application. It is anticipated that this will be an administrative process that does not require any public hearings or notification to surrounding property owners.”

8. The Consultant determined that the existing stormwater outfall capacity is adequate, therefore the associated design of a new outfall crossing Hooker Highway and the associated South Florida Conservancy District outfall and FDOT permits are not needed. Delete associated Tasks 3.4 and 3.6 (page 5 and 6 of Exhibit A).

9. Task 5: Bidding Services (page 6 of Exhibit A) Delete tasks 5.2 and 5.4

10. Assumption 9 (page 7 of Exhibit A) is replaced as follows:

“9. Palm Beach County Water Utility Minimum Engineering Standards (2015) and Minimum Engineering Design Manual will be incorporated into the water and wastewater system design.”

11. Any reference in the original Contract to PBCWUD is changed to COUNTY.

12. The PROJECT SCHEDULE (page 8 of Exhibit A) is hereby deleted in its entirety and replaced with the following PROJECT SCHEDULE (AMENDMENT 1):

PROJECT SCHEDULE (AMENDMENT 1)

The project schedule for this project will be modified as follows to provide an additional 5 weeks to the overall schedule:

Task	Completion Date from NTP	
	Original	Revised
Task1 – PDR	12 weeks	
Task 2 – Final Design		
60% Submittal	20 weeks	
WUD Review of 60% package	22 weeks	
90% Submittal (Bid Set)	30 weeks	45 weeks
100% Design Submittal	36 weeks	51 weeks
Task 3 – Permit Applications	44 weeks	56 weeks
Task 4 –Master Project Schedule	44 weeks	56 weeks
Task 5 – Bidding Services	51 weeks	56 weeks

EXHIBIT B from R2014-1764 is deleted in its entirety and replaced with the attached EXHIBIT B1.

AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
WESTERN REGION OPERATIONS CENTER (WROC)
PROJECT NO. WUD 13-053

EXHIBIT B1

COMPENSATION AND HOURLY RATES

COUNTY agrees to pay CONSULTANT a fee of **\$720,916.15** for the scope of services to be invoiced under the payment terms and conditions of the CONTRACT by the Lump Sum plus Not-To-Exceed \$10,000 reimbursables method of payment. A further breakdown of the fee is as follows and as shown in Table 1.

Task	Original Subtotal	Amended Subtotal
<i>Phase 2&3: Shop Bldg, Covered Storage, Vehicle Wash, Warehouse/Shop Bldg HVAC Re-design, Generator Bldg, A/C Chiller Bldg, Site Utilities, Site Plan Modifications</i>		
Task 1 – Kickoff & 30% PDR	\$ 62,212.59	\$ 62,212.59
Task 2 – Bid Documents, Arch Review, DRO Site Plan Processing, HVAC Re-Design, , Site Plan Modification	\$ 179,910.72	\$ 183,296.52
Task 3 – Permit Applications	\$ 19,569.33	\$ 16,804.26
Task 4 – Master Schedule Services	\$ 1,633.50	\$ 1,633.50
Task 5 – Bidding Services	\$ 14,992.56	\$ 9,575.28
Subconsultants:		
UDKS (Planner)	\$ 13,000.00	\$ 17,500.00
Colome (Architect)	\$ 190,773.00	\$ 195,973.00
JLRD (MEP)	\$ 105,690.00	\$ 127,420.00
BDA (Structural)	\$ 80,026.00	\$ 80,026.00
DJLA (Survey)	\$ 10,475.00	\$ 10,475.00
Inframap (Locates)	\$ 6,000.00	\$ 6,000.00
Reimbursables (NTE)	\$ 10,000.00	\$ 10,000.00
 PROJECT TOTAL	 \$ 694,282.70	 \$ <u>720,916.15</u>

Note: The amended subtotal reflects the deletion of work and the additional work.

TABLE 1
Amendment #1 - Western Region Operations Center (WROC) HVAC System Re-Design, Site Plan Modification Services
Budget Summary

Task No.	Task Description	Labor Classification and Hourly Rates								Sub-Consultant Services
		Principal \$55.00	Sr Engineer \$48.00	Engineer I \$33.00	Senior Eng Tech \$37.00	Inspector \$31.00	Resident Engineer \$38.00	Technical Typist \$23.00	Total Labor	
2	HVAC System Re-Design at 90%									
2.3	Mechanical, Elect, Civil design mods, specs, cost est	10			8				\$846.00	
2.6	Internal Project Management & Coordination	16						6	\$1,018.00	
2.6	Coordination with PBCWUD	8							\$440.00	
	Architectural Services - Subconsultant - Colome & Assoc									\$5,200.00
	Mech & Elect Engineering Services - Subconsultant - JLRD									\$21,730.00
2.3	Credit for Deletion of 100% Cost Estimate	-32							(\$1,760.00)	
	Subtotal Task 2	2	0	0	8	0	0	6	\$544.00	\$26,930.00
2	Site Plan Modification									
2.7	Project Management, Coordination & Meetings	10						2	\$596.00	
	Site Planning Services - Subconsultant - UDKS									\$4,500.00
	Subtotal Task 2	10	0	0	0	0	0	2	\$596.00	\$4,500.00
3.4	Credit for SFCD - Outfall Permit	-3	-15					-2	(\$931.00)	
5.2	Credit for Attend Pre-Bid, Prepare Minutes	-10	-8					-4	(\$1,026.00)	
5.4	Credit for Review Apparent Low Bid, Recommend Award	-2	-8				-8		(\$798.00)	
	Subtotal Tasks 3 & 5	-15	-31	0	0	0	-8	-6	(\$2,755.00)	
	Labor Subtotal Hours	-3	-31	0	8	0	-8	2		\$31,430.00
	Labor Raw Costs	(\$165.00)	(\$1,488.00)	\$0.00	\$296.00	\$0.00	(\$304.00)	\$46.00	(\$1,615.00)	
	Labor Multiplier	2.97	2.97	2.97	2.97	2.97	2.97	2.97		
	Labor Subtotal	(\$490.05)	(\$4,419.36)	\$0.00	\$879.12	\$0.00	(\$902.88)	\$136.62	(\$4,796.55)	
	Labor Total Costs	(\$4,796.55)								
	Subconsultant Costs Total	\$31,430.00								
	Reimbursable Expenses	\$0.00								
	Project Total - Amendment #1	\$26,633.45								

**HOURLY
RATES**

HOURLY RAW LABOR RATES

Mathews Consulting, Inc.

Personnel	Range
Principal/Officer	\$52 – 60
Senior Engineer	\$47 – 55
Engineer II	\$40 – 46
Engineer I	\$33 – 39
Sr. Engineering Technician	\$36 – 44
Senior Designer	\$32 – 36
Designer	\$28 – 32
Resident Engineer/Construction Manager	\$37 – 45
Inspector	\$29 – 35
Technical Typist/Clerical	\$23 – 27

*Note: Rates to be applied with 2.97 billing multiplier.

AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
WESTERN REGION OPERATIONS CENTER (WROC)
PROJECT NO. WUD 13-053

EXHIBIT C1

SBE SCHEDULES 1 & 2

LIST OF PROPOSED SBE-M/WBE PRIME/SUBCONTRACTORS

PROJECT NAME: Western Region Operations Center Engineering Design & Const. Serv. PROJECT NUMBER: WUD 13-053

NAME OF PRIME BIDDER: Mathews Consulting, Inc. ADDRESS: 477 S. Rosemary Avenue, Suite 330, West Palm Beach, FL 33401

CONTACT PERSON: Rene L. Mathews, P.E., President PHONE NO. 561-655-6175 FAX NO. 561-655-6179

BID OPENING DATE: N/A DEPARTMENT Water Utilities

Name, Address and Telephone Number of Minority Contractor	PLEASE IDENTIFY ALL APPLICABLE CATEGORIES (Check one or both Categories)							Dollar Amount	
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)		
Mathews Consulting, Inc. 477 S. Rosemary Avenue, #330 West Palm Beach, FL 33401	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	(4,796.55) -18.01%	\$	\$		
Colome' & Associates 530 24th Street West Palm Beach, FL 33407	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$ 5,200.00 19.52%	\$	\$		
JLRD 1450 Centrepark Boulevard, Suite 350 West Palm Beach, FL 33401	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$ 21,730.00 81.59%	\$		
Urban Design Kilday Studios, LLC 477 S. Rosemary Ave., Suite 225 West Palm Beach, FL 33401	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$ 4,500.00 16.90%	\$		
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$ -	\$		
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$ -	\$		
PRIME CONTRACTOR TO COMPLETE:	TOTAL		\$ -	\$ -	\$ 403.45	\$ 26,230.00	\$ -		
BID PRICE: \$ 26,633.45	Total Value of SBE Participation:		\$ 26,633.45		100.00%				

NOTE:

1. The amount listed on this form for a Subcontractor must be supported by price or percentage included on Schedule 2 or a proposal from each Subcontractor listed in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO. _____ PROJECT NAME: Western Region Operations Center (WROC)

TO: Mathews Consulting, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) – (check one or more, as applicable):

Small Business Enterprise ☒ Minority Business Enterprise ☒

Black _____ Hispanic _____ Women ☒ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: 9-10-13 to 9-9-16

The services to be provided include the following- (Please check one.)

☐ Labor and Materials ☐ Materials Only

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
1	Civil Engineering/PM			-\$4,796.55

at the following price or percentage

\$ -\$4,796.55
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: (Price or percentage) \$ _____

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders.

Mathews Consulting, Inc.
(Print name of SBE-M/WBE Subcontractor)

By: [Signature]
(Signature)

Rene Mathews, President
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 9-23-15

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. N/A PROJECT NAME: WUD - WROC O&M Building

TO: Mathews Consulting
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian X Other (Please Specify) _____

Date of Palm Beach County Certification: 6-26-2015

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Mechanical and Electrical drawing revisions to implement a chilled water HVAC system instead of a DX system. Design of instrumentation PLC RIO-10 for connectivity to the plant's existing SCADA system.

at the following price \$ \$21,730.00
(Subconsultant's fee)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ N/A

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

Johnson, Levinson, Davila Ragan, Inc.
(Print name of SBE-M/WBE Subconsultant)

By: Charles C. Gableman
(Signature)

Charles C. Gableman / President
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 9-23-2015

AMENDMENT TO PROPOSAL

CLIENT: Mathews Consulting

DATE: September 23, 2015

PROJECT: PBC WUD – WROC O&M Building – Chilled Water HVAC & Genset PLC

JLRD PROJECT NO.: 114096

In accordance with the proposal for the above referenced project, JLRD, Inc. is hereby authorized to perform the Additional Services requested by the Architect (the Client) as outlined below:

SCOPE:

1. Provide Mechanical and Electrical engineering design services associated with the following:
 - a. Following the 60% submittal, a mechanical review meeting took place on July 8th which revised direction given by the owner from split system, DX, single zone units to a chilled water / VAV system. This revision required a complete 're-do' of the 60% drawings of the O&M, shop, and Warehouse areas.
 - b. Mechanical drawings will also be revised to include a chiller yard to be located on the east side of the generator building. Yard will be sized to accommodate a future chiller for the administration building.
 - c. Design of PLC RIO-10 for instrumentation of the proposed 2.0MW Generator as well as monitoring of the O&M Bldg. fire alarm system on the existing WTP #11 SCADA system.

FEES:

1. The contract price shall be adjusted upwards by a lump-sum amount as follows:
 - a. Twenty One Thousand Seven Hundred Thirty Dollars (\$21,730.00).

TIME OF PERFORMANCE:

1. Design modifications will require three additional weeks following the receipt of this executed authorization.

Except as modified herein, all other terms and conditions of the original agreement remain in force. Acceptance of this proposal for Additional Services shall be indicated by the signature of a duly authorized official of the Client in the space provided below. Where the Client requires Authorization from the Owner for approval of Additional Services, the Client hereby acknowledges that those approvals have been granted, or that the Client assumes full

responsibility for obtaining same, the above stated fees being due to the Engineer regardless of approval of, or payment by, the Owner.

Accepted By:

Date:

D:\My Documents\Proposals\Add Services\Mathews WUD WROC CHW HVAC and PLC Rev 2.doc

Palm Beach County
WUD WROC - CHW HVAC and PLC - Additional Service

LABOR BREAKDOWN									
<i>TASK</i>		<i>HOURS</i>							
LABOR COST		HRS				RATE			COST
Sr. Mechanical Engineer (Principal)		7.0				\$ 150.00			\$ 1,050
Sr. Electrical Engineer (Principal)		0.0				\$ 150.00			\$ -
Mechanical Engineer - PE		19.0				\$ 110.00			\$ 2,090
Electrical Engineer - PE		10.5				\$ 110.00			\$ 1,155
Mechanical Engineer		0.0				\$ 90.00			\$ -
Electrical Engineer		0.0				\$ 90.00			\$ -
Sr. Mechanical Designer		41.5				\$ 85.00			\$ 3,528
Sr. Electrical Designer		17.0				\$ 85.00			\$ 1,445
Mechanical Designer		0.0				\$ 70.00			\$ -
Electrical Designer		0.0				\$ 70.00			\$ -
									\$ -
Cadd Draftsman		94.0				\$ 50.00			\$ 4,700
Secretarial		5.0				\$ 35.00			\$ 175
JLRD LABOR COSTS									\$ 14,143
SUBCONTRACT									
ADS Engineering - PLC RIO-10 Design									\$ 6,900
EXPENSES									
REPRODUCTION									
SUMMARY									
JLRD DIRECT LABOR and SUBCONSULTANT MARKUP (10%)									\$ 14,833
SUBCONTRACT									\$ 6,900
EXPENSES									\$ -
TOTAL PROPOSAL (ROUNDED)									\$ 21,730

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONSULTANT PARTICIPATION

PROJECT NAME OR BID NAME: WUD - WROC O&M Building CA PROJECT NO: N/A
 NAME OF PRIME CONSULTANT: Johnson, Levinson, Ragan, Davila, Inc.

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONSULTANT AND SUBMITTED WITH PROPOSAL. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONSULTANTS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Woman	Caucasian	Other (Please Specify)
1. JLRD, Inc. 1450 Centrepark Blvd. Suite 350 West Palm Beach, FL 33401 561-689-2303	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ 14,830.00	\$ _____
2. ADS Engineering 4701 North Federal Hwy 390 Pompano Beach, FL 33064 (954) 415-7378	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ 6,900.00	\$ _____
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(Please use additional sheets if necessary)

Total Price \$ \$ 21,730.00

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work: \$ 21,730.00 (100%)

I hereby certify that the above information accurate to the best of my knowledge:

Chris C. Hall
 Signature

President
 Title

Note:

1. The amount listed on this form for a subconsultant must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011
 Revised 7/30/2012



September 21, 2015

Charles Gableman, PE
JLRD, Consulting Engineers
1450 Centrepark Blvd. Suite 350
West Palm Beach, FL 33401
Office: (561) 689-2303
Email: cgableman@jlrddinc.com

Subject: WROC Site Facilities

Dear Charles :

ADS Engineering, PLLC. (ADS) is pleased to provide JLRD a proposal for the instrumentation design associated with the above referenced project. The scope of the design is as follows:

The I&C design shall include:

- One meeting
- I&C design (plans, and specifications) of proposed Generator systems (total of two), generator's fuel system (including two tanks, and 4 pumps), Urea Control System, ATS switch, MTS switch, and eye wash.
- 90% drawings and 100% drawings
- One review meeting with PBC
- Signed and sealed drawings and specifications
- Assistance during the permitting

Our proposed lump sum fee for I&C design service is \$6,900.00.

If you have any questions, please call.

Aleksandar Stojanovic, PE 954-415-7378

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. N/A PROJECT NAME: WUD - WROC O&M Building CA

TO: JLRD Consulting Engineers
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian X Other (Please Specify) _____

Date of Palm Beach County Certification: 11-15-13

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

PLC Design for instrumentation of the Generator system and annunciation of the fire alarm system.

at the following price \$ \$ 6,900.00
(Subconsultant's fee)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ N/A

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

ADS Engineering
(Print name of SBE-M/WBE Subconsultant)

By: [Signature]
(Signature)

Alex Stojanovic / President
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 9-23-2015

**Palm Beach County
Office of Small Business Assistance**

Certifies That

ADS Engineering, PLLC

Vendor # VS0000001007

*is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from November 15, 2013 to November 14, 2016*

The following Services and/or Products are covered under this certification:

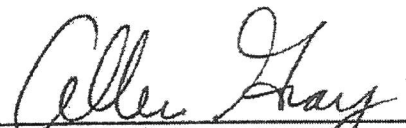
**Electrical Engineering
Engineer Services, Professional
Engineering Consulting
Inspection Services, Electrical Instrumentation and Control**

19

Palm Beach County Board of County Commissioners

Steven L. Abrams, Mayor
Priscilla A. Taylor, Vice Mayor
Hal R. Valeche
Paulette Burdick
Shelley Vana
Mary Lou Berger
Jess R. Santamaria

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker


Allen F. Gray, Manager

11/15/2013



SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. N/A PROJECT NAME: PBCWUD – WROC Phase II & III Architectural Design Services

TO: Mathews Consulting, Inc.
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise X

Black _____ Hispanic _____ Women X Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: January 31, 2007

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Subconsultant – Professional Architectural Services – (Additional Services No.1)

at the following price \$ \$5,200.00

(Subconsultant's fee)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ N/A

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

Colome' & Associates, Inc.

(Print name of SBE-M/WBE Subconsultant)

By: 

(Signature)

Elizabeth A. G. Colome', President

(Print name/title of person executing on behalf
of SBE-M/WBE Subconsultant)

Date: September 17, 2015

September 17, 2015

Ms. Rebecca Travis, P.E.
Mathews Consulting, Inc.
477 S. Rosemary Avenue, Suite 330
West Palm Beach, Florida 33401

Re: **PBC Water Utilities Department – WROC**
Add Services No. 1
Belle Glade, Florida

Dear Ms. Travis:

Enclosed is Colomé & Associates, Inc.'s Additional Service Request for additional architectural professional services for the above referenced project.

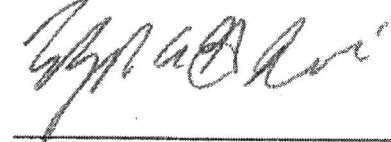
Per the request of Mathews Consulting, Inc. enclosed is Colomé & Associates, Inc.'s Additional Service Request for the following owner requested items; to redesign the previously submitted 60% construction documents in order to provide a chiller yard enclosure to the south side of the proposed generator building. Included in this fee for professional services is design coordination with subconsultants, 90% construction document submittal, and attending a design review meeting.

Upon receipt of your written authorization, this firm will proceed with this project based on the compensation rate as follows: Fees for performing services as outlined above shall be based upon the stipulated lump sum of five thousand two hundred \$5,200.00 dollars, per general conditions of the Subconsultant Agreement for Professional Services.

If you should have any questions, please do not hesitate to contact me. Furthermore, please let us know if you are in agreement with this proposal by signing one copy and returning it to our office.

Sincerely,

COLOME' & ASSOCIATES, INC.
THIS

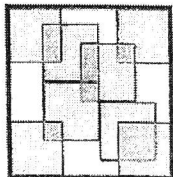


ELIZABETH A. G. COLOME'

APPROVED AND ACCEPTED

DAY OF _____, 2015

BY: _____



Colomé & Associates, Inc.

Florida Registration AA0000459

Architecture □ Planning □ Interiors

530 24th Street □ West Palm Beach, Florida 33407 □ Telephone: (561) 833-9147 □ Facsimile: (561) 833-9355 □ E-mail: colome@colome-architect.com

Labor/Fee Estimate Summary (Colome & Associates, Inc.) - PBC WUD WROC - Add Services No.1



Colome & Associates, Inc.
 ARCHITECTURE • PLANNING • INTERIORS
 Florida Registration - AA 0003439
 530 24th Street West Palm Beach Florida 33407
 Phone: (561) 833-9147 Fax: (561) 833-9388

Billing Rate: \$ 125 \$ 110 \$ 70 \$ 40

Labor Estimate (Hours)

Task Description	Principal		Project Manager		Architect Drafting		Clerical		Labor Total	Expenses	Total
PBC Proj No. - N/A											
Task Description Total	2		8		57		2		\$ 5,200.00	\$ -	\$ 5,200.00
Code Reserch		0	1	110	0	0		0	\$ 110	\$ -	\$ 110
Design/Floor Plan Changes	1	125	3	330	22	1540	1	40	\$ 2,035	\$ -	\$ 2,035
90% Const. Doc. Phase	1	125	3	330	32	2240	1	40	\$ 2,735	\$ -	\$ 2,735
Subconsultant Coordination		0	1	110	3	210		0	\$ 320	\$ -	\$ 320
Grand Total	2.00	250.00	8.00	880.00	57.00	3,990.00	2.00	80.00	\$ 5,200	\$ -	\$ 5,200

Source: Colome & Associates, Inc.

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO. _____ PROJECT NAME: West Region Operations Center (WROC)

TO: Mathews Consulting, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) – (check one or more, as applicable):

Small Business Enterprise ☒ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian ☒ Other (Please Specify) _____

Date of Palm Beach County Certification: February 14, 2014 – February 13, 2017

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
1	Agency/Zoning Review			\$4,000.00
2				\$
3				\$
4	Reimbursable Allowance			\$ 500.00

at the following price:

\$4,500.00

(Subcontractor's quote)

And will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ n/a

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders.

Urban Design Kilday Studios

(Print name of SBE-M/WBE Subcontractor)

By: _____

(Signature)

Ken Tuma

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: August 28, 2015

August 28, 2015

Rebecca Travis, P.E.
Mathews Consulting, Inc.
The Offices at CityPlace North
477 S. Rosemary Avenue, Suite 330
West Palm Beach, FL 33401



Urban Planning and Design
Landscape Architecture
Communication Graphics

**Re: ADDITIONAL SERVICES
PBC WATER UTILITIES DEPARTMENT
WEST REGION OPERATIONS CENTER (WROC)
ADMINISTRATIVE SITE PLAN AMENDMENT
UDKS REF. #13-027.001 (AA)**

Dear Ms. Travis:

This request for additional services is submitted by **URBAN DESIGN KILDAY STUDIOS (UDKS)**, (hereinafter referred to as the "Consultant") to **MATHEWS CONSULTING, INC.** (hereinafter referred to as the "Client") for professional services the Consultant will provide as requested to prepare and process an administrative Agency Review Site Plan Amendment application to Palm Beach County seeking approval to amend the site plan of record for the PBCWUD West Region Operations Center (WROC) to add a Chiller area and make other minor modifications. This proposal is based on accomplishing the modification through the staff-only administrative process and does not include representation of the project at any public hearings. If determined that a public hearing process is needed to accomplish this change, authorization for additional services will be required.

Our services will include the following:

**PART I. AGENCY REVIEW SITE PLAN AMENDMENT APPLICATION
UDKS REF. #13-027.001 (AA)**

- Attendance at one (1) initial conference with Client and property owner to review development plan, restrictions and/or requirements, and Client-supplied data (survey, aerial, site plan, utilities, etc.);
- Consultation and coordination with Client and property owner to determine location of Chiller area, and review other minor modifications proposed;
- Update the Site Plan in AutoCAD to reflect the proposed Chiller area and other minor modifications, adjust Site Data accordingly and review for requirements of the Technical Manual for suitability for submittal to Palm Beach County;

610 Clematis Street
Suite CU02
West Palm Beach, FL 33401
561.366.1100 561.366.1111 fax
www.udkstudios.com
LCC000035

- Attend one (1) mandatory pre-application meeting with Palm Beach County Zoning to review the proposed changes and confirm process;
- Consultation and coordination with other County Departments as may be necessary to review any issues related to request;
- Preparation and submission of an Agency Review application including:
 - AR application form
 - compliance requirements analysis and narrative;
 - required tabular data
 - calculation of the required filing fees
 - consent forms and affidavits to be signed by property owner
 - amended Final Site Plan
- Coordinate with Client and property owner as needed, and address any comments issued as part of PBC Zoning's Agency Review;
(Note: County, Client or consultant driven plan modifications not required to meet the requirements of the governing body are extra and will be billed as additional services.)
- Preparation of final approval package for Client and property owner records.

PART II. ADDITIONAL SERVICES
UDKS REF:#13-027.001 (GA)

Additional Services required as a result of substantial changes in the established project program, constraints or other major changes in the project concept, or as requested by the Client or Palm Beach County will require proper authorization by the Client and will be billed at the hourly rates referenced herein, or may be negotiated on a fixed fee basis.

Additional Services **not included** within this proposal consist of, but are not limited to the following:

- Preparation of additional plans other than referenced above;
- Additional support graphics deemed necessary for the successful presentation to the reviewing bodies, including additional building plans, landscape architectural plans, sections and/or elevations;
- Preparation for or attendance at public hearings or meetings of neighborhood associations, abutting property owners, or any public meetings;
- Document revisions resulting from changes in other consultants' work.
- Services of any consultant not listed in this proposal.

FEES:

PART I. AGENCY REVIEW SITE PLAN AMENDMENT APPLICATION
UDKS REF. #13-027.001 (AA)
LUMP SUM\$4,000.00

PART II. ADDITIONAL SERVICES
UDKS REF #13-027.001 (GA)
HOURLY OPEN (*Client authorization required prior to services being rendered*)

REIMBURSABLE EXPENSES ALLOWANCE.....\$ 500.00

We strive to provide our clients the most effective, time-efficient services which can accomplish all the tasks contained in the Scope of Services. The client billing will provide specifically how much time is spent on a particular task. We maintain detailed time sheets which we can make available to the client for their review.

Hourly Open, Hourly Estimate, and Hourly Not To Exceed fees shall be billed on an hourly basis in accordance with the hourly rates referenced on the attached "Terms" sheet.

Reimbursable expenses are identified as and shall include, but are not limited to: reproduction, travel, lodging, courier, telephone charges, and client requested renderings and models. The above reimbursable expenses allowance has been established for this project. County filing fees are not included in the reimbursable expense allowance.

Contract Notes:	
•	Consultant will make a reasonable effort to identify waivers/variances required as a result of deviations from the land development regulations of the governing body. However, the Consultant and/or Client agree to ultimately rely on the County staff to identify all required waivers/variances.
•	Errors and Omissions: Modifications to plans and application materials required as a result of errors and/or omissions by the surveyor, engineer or any other consultant, or changes requested by the Client or governmental agencies, will also be considered additional services, unless otherwise stated.
•	Signage: Regulatory signage shown on plans prepared by the Consultant is conceptual only and subject to review by the project engineer and approval by the permitting agencies.
•	Construction Details: Pavement and Parking Construction details shown on plans prepared by the Consultant are conceptual only and subject to review by the project engineer and approval by the permitting agencies.
•	Client agrees to advise Consultant of any known or suspected contaminants at the Project site.
•	Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

Additionally, Consultant may suspend the performance of its services if Client fails to pay Consultant in full for services rendered or expenses incurred. Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Ms. Travis
West Region Operations Center

August 28, 2015
Page 4

Thank you for the opportunity to submit this proposal. The terms of this agreement are attached hereto and are made a part hereof. Receipt of this signed proposal shall be our authorization to proceed.

Sincerely,
URBAN DESIGN KILDAY STUDIOS



Ken Tuma
Managing Principal

Attachment: "Terms"

APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2015.

By: _____
Print Name - Authorized Agent

Signature

TERMS

- Fixed Fees shall be billed on a monthly percentage of professional services completed basis.
- Fees related to Hourly services shall be billed monthly at the rates specified herein.
- The Consultant shall not exceed the estimated budget without further authorization.
- Payment of fees does not in any way depend upon development approval by any governmental agency or any other reviewing body.
- All balances shall be due upon receipt. Invoices shall be considered past due thirty (30) days from date of billing.
- The Client shall be responsible for a twelve percent (12%) carrying charge on all past due accounts.
- Fees and hourly rates are subject to renegotiation if scope of services is not completed within six (6) months due to delays beyond the Consultant's control.
- The Consultant shall not be responsible for any application fees or permit fees if required.
- The Consultant shall not be responsible for any professional services or fees other than those specifically referenced in this agreement.
- The terms of this agreement may be null and void if not accepted in thirty (30) days.
- Owner hereby grants to UDKS the right to lien the real property of Owner as to which the professional services of UDKS under this Agreement apply, to the extent of all sums, costs and fees due UDKS hereunder. Such lien shall be filed, governed and foreclosed in the same manner as liens authorized under Chapter 713.03 (2), Florida Statutes.
- Services and costs under this contract may be subject to a Florida sales tax. If required, such a tax will be added to the fees quoted herein.
- Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- UDKS retains the right to post a marketing/information sign on the subject property.

ADDITIONAL SERVICES:

- Additional Services required as a result of substantial changes in the established project program, constraints or other major changes in the project concept, or as requested by the Client or Governing Body will require proper authorization by the client and will be billed at the hourly rates referenced herein, or may be negotiated on a fixed fee basis.

HOURLY RATES:

- Expert Witness testimony and deposition time will be billed at higher hourly rates.
- Hourly rates are subject to change upon thirty (30) day written notification.

MANAGING PARTNER/PRINCIPALS:	\$125-300/hr.	DIRECTORS:	\$125-200/hr.
LANDSCAPE ARCHITECTS:	\$110-125/hr.	PLANNERS:	\$65-150/hr.
DESIGNER:	\$65-125/hr.	TECHNICAL SUPPORT:	\$50-65/hr.

EXPENSES:

- Reimbursable expenses are in addition to professional service fees and shall include, but are not limited to: reproduction, travel, lodging, courier, telephone charges, and client requested renderings/models. All vendor reimbursable expenses shall be billed on a monthly basis and charged at 15% above direct cost.

USE AND OWNERSHIP OF DOCUMENTS:

- Upon the parties signing this Agreement, Consultant grants Client a nonexclusive license to use UDKS documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Consultant, including, but not limited to, drawings and specifications, graphic/logo design, and renderings are the property of UDKS. These documents shall not be reused by Client on other projects without Consultant's written permission. UDKS retains all rights, including copyrights, in its documents. Client or others cannot use UDKS documents to complete this Project with others unless Consultant is found to have materially breached this Agreement.

INDEMNIFICATION:

- If this project involves construction as that term is generally understood, and the Consultant does not provide services during the construction, including, permitting/construction observation, site visits, shop drawing review, design clarifications, etc., the Client agrees to indemnify, defend and hold Consultant harmless from and against any and all claims, suits, demands, losses, costs and expenses, and liabilities arising out of, or resulting from, acts or omissions in the performance of said architectural services during construction by the Client, and those agents, employees, or subcontractors other than the Consultant, and project certification.

TERMINATION:

- It is further understood that, in case the Client fails to make any payments when due, in full, within thirty (30) days of the receipt of notification as to the amounts then due, the Consultant may elect not to perform any further services pursuant to this agreement and all payments already made shall be retained as liquidated damages and the Consultant may elect to terminate the Contract. Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment.

ATTORNEY'S FEES:

- In connection with any litigation, including appellate proceedings arising out of this agreement, the Consultant shall be entitled to recover from the Client any amounts due and/or unpaid, together with costs, interest and reasonable attorney's fees.

CONFLICT:

- Any changes to this contract shall be in writing and executed by all parties. In the event that there is disagreement between the parties regarding any of the terms of this agreement, said disagreement shall be submitted to arbitration pursuant to the rules and regulations of the American Arbitration Association. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. The decision of the American Arbitration Association shall be binding on the parties. Mediation fees shall be shared equally.