

**BOARD OF SUPERVISOR'S MEETING
PINE TREE WATER CONTROL DISTRICT**

Loxahatchee Town Hall
155 F Road
Loxahatchee Groves, Florida 33470

Monday, April 29, 2019
6:00 P.M.

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Consent Agenda**
 - a. Approval of Minutes
 - i. Board of Supervisors Meeting-January 28, 2019
 - b. Financial Report
- IV. Management Report**
 - a. Update easement clearing and canal maintenance
 - b. Update on Roads
 - c. Engineer's Water Control Plan Update
 - d. Engineer's Horse Bridge Proposal
- V. Attorney's Report**
 - a. Lawsuit
- VI. Other Business**
 - a.
- VII. Board Comments**
- VIII. Next Meeting:**
 - a. June 17, 2019
- IX. Adjourn**

MINUTES

PINE TREE WATER CONTROL DISTRICT BOARD OF SUPERVISOR'S MEETING

Loxahatchee Town Hall
155 F Road
Loxahatchee Groves, Florida 33470

Monday, April 29, 2019
6:05 P.M.

Pursuant to the foregoing notice, a meeting was held for the Pine Tree Water Control District Board of Supervisors on Monday, April 29, 2019 at the Loxahatchee Town Hall, 155 F Road, Loxahatchee Groves, Florida 33470.

Board of Supervisors Present: Lee Wright, Board President, Phil McLellan, Board Supervisor and Henry DeGouw, Board Supervisor.

- I. Call to Order: Mr. Wright called the meeting to order at 6:05 p.m.**
- II. Pledge of Allegiance: Mr. Wright led the Pledge of Allegiance.**
- III. Consent Agenda:**

Approval of Minutes

- a. Board of Supervisors Meeting – January 28, 2019

A motion was made by Phil McLellan, seconded by Leland Wright and unanimously passed (3-0) approving the Minutes for the January 28, 2019 Board of Supervisors Meeting.

- b. Financial Report

Betty Camplin presented a recap of the Financial Report for period January 26 thru April 29, 2019. Checks written were normal expenses.

A motion made by Phil McLellan, seconded by Henry DeGouw and unanimously passed (3-0) approving the Financial Report.

IV. Management Report

- a. Update on easement clearing and canal maintenance on squigleys: Mr. Wright stated one of pipes needs to be replaced and needs to be done quickly. We'll have to wait until the water is lower and purchase new culvert.
- b. Update on Roads: Pine Tree dropped lawsuit against Wellington in February. It was going to cost the district more money because Wellington has an in house attorney and we would

have to pay an outside attorney. This would be too expensive for the District. They are Wellington's roads to maintain and cannot maintain without an "Inter-Local Agreement" with Wellington. Pine Tree has nothing to do with roads and we don't need to spend District's money to maintain. When we investigated the issue, it's Wellington's responsibility to maintain the roads. We can't legally touch the roads without that agreement. Henry DeGouw stated Wellington said they would grade two times per week. As a citizen and resident, I'm going to push for having roads graded in future. I don't appreciate how someone tells us how we should live in our area, telling us we should be happy and appreciate the non-paved roads where we live.

Chris Wallace: What should we do as a group? Response: There are things going on and see how it pans out.

- c. Engineer's Water Control Plan Update: Leland Wright said every 5 years we have to upgrade our "Water Control Plan". We have received a proposal to upgrade our plan at a cost of \$1,000. We haven't changed anything in years and nothing has changed. Motion by Leland Wright and second by Henry DeGouw to accept proposal and upgrade our plan for \$1,000. Unanimously passed (3-0) approving upgrade.
- d. Engineer's Horse Bridge Proposal: Leland Wright said canals on north and west where people want horse bridges, every parcel that backs up to canal needs a bridge. Proposal to study would cost \$5,500. Property that backs up to a canal also owns the other side. Not voted on tonight. We need to come up with pipe size and inexpensive bridge.

Paulette Venere' asked: Why do we have to pay for study if someone else wants to have bridges. Response: We have to do study to re-coop bridge. We can't just let anyone build bridge to be alike. They need to be uniform.

V. Attorney's Report

Phil Harris reported as earlier mentioned in "Update on Roads" that the lawsuit has been dropped. Pine Tree cannot do anything to the roads without an "Inter-Local Agreement".

VI. Other Business

VII. Board Comments:

Leland Wright asked if there were any more questions. There was no reply.

VIII. Next Meeting:

Next Supervisor's Board meeting is set for June 17, 2019 at Loxahatchee Town Hall at 6:00 pm.

- IX. There being no further business to come before the Board, the meeting was adjourned at 6:50 p.m.**

Approved:

PINE TREE WATER CONTROL DISTRICT
FINANCIAL STATEMENT
01/26/2019 THRU 04/29/2019

CASH:

Starting Cash 11/1/2018	197,697.10	
Interest (PBC & BOA)	1,203.27	
PBC Tax Collector	127,805.72	
Total Cash on Hand		326,706.09

Expenses:

Bank of America-Bank Service Charges	263.39	
Betty Camplin-Fees	1,775.00	
Betty Camplin (Reimb for Mailing Supplies	121.03	
Betty Camplin (Reimb for Post Office Fee	38.00	
Chris Wallace	247.76	
Comission Fees-PBC	325.04	
Discount on Taxes-PBC	275.18	
Equine Turf Management	4,250.00	
Hal Fickett & Company	910.00	
Leland Wright(Reimb for Core-Main Culvert)	535.00	
Palm Beach Aquatics	2,400.00	
Phillip B Harris, PA	4,205.00	
Town of Loxahatchee	167.50	
Wellington Pro Lawn	5,098.16	
William Underwood	100.00	
Less Expenses		20,711.06

Account Balance 04/29/2019

305,995.03

PINE TREE WATER CONTROL DISTRICT SUPERVISOR'S MEETING

SIGN IN SHEET

04/29/2019

PRINT NAME	SIGNATURE	Email	ADDRESS
Chris Wallace		chrisy.wallace20@gmail.com	
FEERAZZANO, RB		6410FA@gmail.com	
Mary Schiltz		MarySchiltz@bellsouth.net	
CAROL MONTGOMERY		CMONTY@ME.COM	
Houston Weigs		houstonweigs@gmail.com	
Peggy Hearn			
PAULETTE VENERE		peulellevener@VA100.FR	
G. W. Wilshaw		gws@Montanofarms.com	
Sally Gatz		2587 SL-GRASS WAY	
Phil Brown		16501 Deer Path	
TITO BADA		TITO BADA@AOL.COM	
Doug Murray			
Leslie Phalen		SweetdaddyB@ReaGay.com	

April 25, 2019

Lee Wright
Pine Tree Water Control District
11924 Forest Hill Blvd
Suite 10A-252
Wellington, FL 33414

SUBJECT: Update Water Control Plan

Dear Mr. Wright:

Erdman Anthony is pleased to submit this proposal for Professional Engineering Services to the Pine Tree Water Control District (Client), in connection with the subject project.

Project Understanding

Based on our understanding of the project, Erdman Anthony is pleased to present the following proposed scope of services for your consideration to update the Water Control Plan for the District.

Scope of Work and Deliverables

The following scope of work is a general representation of our current opinion of the likely scope of work and deliverables required for this project and is made on the basis of our professional judgment and experience. As the project is developed, it is possible that the scope will require additional or even reduced scope items. Erdman Anthony will keep Client informed as the project develops.

- Prepare an amended Water Control Plan to update the current 2014 version currently on file with the District.

Assumptions/Clarifications

- Erdman Anthony may rely upon the accuracy and completeness of any information, requirements, reports, data, surveys, and instructions (information) provided by Client unless expressly stated otherwise with respect to such information.
- Erdman Anthony shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality at a similar time.
- Erdman Anthony will be promptly paid for services performed.
- Governmental Review – No reviews are included.
- Meetings – No meetings are included.

Schedule

Erdman Anthony will begin work on the project after receipt of a fully executed agreement. There are factors outside our control may affect our ability to complete the services to be provided under this Agreement. We will perform all services described in this agreement with reasonable diligence and expediency consistent with sound professional practices. This proposal anticipates that notice to proceed will be in June 2019 and that all services will be complete by

August 2019. Should the contract services extend past that date, Erdman Anthony may, at its option, adjust the hourly and/or fixed rates shown to compensate for an escalation in hourly rates or expenses.

Compensation

Erdman Anthony proposes to complete the above described scope of services as follows:

Description	Fee
Review Water Control Plan and Prepare Revision	\$1,000

Services shall be charged for a fixed price. Expenses include costs such as printing, shipping, postage, mileage, etc. All expenses will be invoiced at 1.15 times the rate that is charged to Erdman Anthony by the vendor.

Proposal Acceptance

This proposal and attached STANDARD CONTRACT TERMS AND CONDITIONS, dated May 2016, are intended to represent the entire contractual relationship between Client and Erdman Anthony. Carefully review our Standard Contract Terms and Conditions and contact me with any questions or concerns that you may have.

This proposal is valid only if signed within 90 days after the date of this letter. If you concur with and accept the provisions of this proposal and our Standard Contract Terms and Conditions, please have an authorized representative sign this proposal in the space provided. Please sign and return a signed document to us for our records. This proposal and attached Standard Contract Terms and Conditions shall become an executed Contract between us. Receipt of a signed copy of this Contract shall constitute Erdman Anthony's Authorization to Proceed with the work.

Thank you for your interest in utilizing Erdman Anthony's services for this project. We would appreciate an opportunity to further discuss any questions you may have with regard to this proposal or our services in general and appreciate your time and consideration in reviewing the proposal.

If you have any questions or require additional information, please contact me at 561-753-9723. We look forward to working with you and building a successful relationship.

Sincerely,
ERDMAN ANTHONY



Dana I. Gillette, PE, PSM, LEED AP
Principal Associate

Attachments: Terms & Conditions
Hourly billing rates

Accepted for Client By:

SIGNATURE: _____

NAME (PRINTED): _____

TITLE: _____

DATE: _____

STANDARD CONTRACT TERMS AND CONDITIONS
CONTROLLED DOCUMENT



Section 1. Services. Erdman Anthony of Florida (Erdman Anthony) shall provide Client with the "Services" set forth in the Proposal for Services ("Proposal"), with respect to the property identified in the Proposal (the "Site"), under the Terms and Conditions set forth herein. Erdman Anthony's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose. The Proposal, together with these Terms and Conditions, supersede all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and acknowledged by both Client and Erdman Anthony.

In performing the services required by this Agreement, Erdman Anthony shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Notwithstanding any other provision of this Agreement, Erdman Anthony makes no express or implied warranties with regard to the Agreement or the Services performed or required by this Agreement.

In the event that Erdman Anthony and Client have not executed this Agreement, the Client's authorization to Erdman Anthony to proceed with the performance of the services set forth herein shall constitute acceptance by the Client of these Terms and Conditions.

Section 2. Construction Observation Services. Where such services are expressly included in the Proposal or in a written amendment thereto, Erdman Anthony will observe the work of the contractor at intervals agreed to in writing between Erdman Anthony and Client to determine and report to Client whether the work of the contractor is proceeding in such a way that, when completed, it will be in general compliance with such drawings and specifications. Such observations shall be limited only to those specific aspects of work that are identified in the Proposal or any written amendment. Erdman Anthony's Observation Services do not include exhaustive or on-site inspection of the work of the contractor nor any supervision or direction of work of any contractor or subcontractor, or their respective employees, agents or servants. Erdman Anthony will not be responsible for any contractor's or subcontractor's compliance with the provisions of any contract nor for the observation or supervision of any contractor's or subcontractor's use of personnel, machinery or equipment. Under no circumstances shall Erdman Anthony have control over, be in charge of, or be responsible for construction means, methods, techniques, sequences or procedures in connection with the work, or for the contractor(s)'s safety programs or procedures at the site.

Section 3. Opinions of Probable Construction Cost. Any cost estimates prepared by Erdman Anthony are based upon standard engineering practice. Client recognizes that Erdman Anthony has no control over the pricing in the marketplace and that Erdman Anthony cannot warrant or guarantee that Client will obtain these costs at the time of bidding. Any cost related to redesign of the project subsequent to bidding to lower the project cost will be considered additional services for which Erdman Anthony will be entitled to additional compensation.

Section 4. Invoices, Payments. Client will pay Erdman Anthony for services performed in accordance with the rates and charges set forth in the Proposal. Invoices for Erdman Anthony's services will be submitted on a monthly basis. Client shall promptly review Erdman Anthony's invoices. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to Erdman Anthony within fourteen (14) days of Client's receipt of invoice. Payment for all invoices will be due upon receipt of the invoice by Client. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Payment of any invoice to Erdman Anthony shall be taken to mean that the Client is satisfied with Erdman Anthony's services and is not aware of any deficiencies in those services. Invoice balances remaining unpaid for thirty (30) days after invoice date will bear interest from invoice date at 1.5 percent per month (or part thereof) or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month.

STANDARD CONTRACT TERMS AND CONDITIONS
CONTROLLED DOCUMENT



Timely payment to Erdman Anthony in accordance with the Terms and Conditions of this Agreement is a material consideration of this Agreement. Therefore, the Client's failure to make payments in accordance with this Agreement shall constitute substantial nonperformance and a cause for termination by Erdman Anthony. If Client fails to make payment when due, Erdman Anthony may, at its option and at any time, and without waiving any other rights or claims against Client, and without thereby incurring any direct or consequential liability to Client, elect to either suspend or terminate performance of services upon ten (10) days prior written notice by Erdman Anthony to Client. Such termination or suspension shall be effective at the end of such ten (10) day notice period without further notice unless all sums due and owing as of the end of such ten (10) day notice period have been paid in full.

Should the Proposal include a retainer amount (Retainer), Erdman Anthony may, at its option, and without waiving any other rights or claims against the Client, and without thereby incurring any penalty or any other liability to Client, elect to suspend performance of services if, at any time, the total amount of outstanding invoices and services in progress is equal to or exceeds the amount currently available under the Retainer. At Erdman Anthony's sole discretion, suspension of services may continue until such time as Client has paid all outstanding invoices and work in progress and the Retainer is fully restored.

Erdman Anthony reserves the right to withhold stamping of drawings produced for any phase of this project under the terms of this agreement until all invoices billed up to that point in the project have been paid in full.

If Erdman Anthony institutes a suit to enforce payment terms outlined in these Standard Terms and Conditions and then prevails in that suit, Erdman Anthony shall be entitled to recover all expenses of litigation, attorney's fees, and court costs from Client in addition to the payments due Erdman Anthony.

Section 5. Limitations of Remedies. The Client shall promptly report to Erdman Anthony any defects or suspected defects in Erdman Anthony's services of which Client becomes aware, so that Erdman Anthony may take measures to minimize the consequences of such defect. Client further agrees to impose a similar notification requirement on all contractors retained by the Client and shall require all subcontracts at any level to contain a like requirement. Failure by Client and the Client's contractors or subcontractors to notify Erdman Anthony of such defects in a timely fashion shall relieve Erdman Anthony of the costs of remedying the defects above the sum such remedy would have cost had prompt notification had been given.

Notwithstanding any other provisions of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by Client or Erdman Anthony, its employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

To the fullest extent permitted by law, the Client agrees to limit Erdman Anthony's liability to the Client for damages or any otherwise recoverable expenses incurred by Client as the result of the conduct of Erdman Anthony or its subconsultant under any theory of the law, to an equal of two (2) times the amount of Erdman Anthony's fee for this project. This limitation shall apply regardless of the cause of action or legal theory asserted. Client has carefully reviewed this clause and has determined that it will accept that the amount of the limitation of liability as reasonable, notwithstanding the amount of damages or expenses that it might incur as the result of the conduct of Erdman Anthony or its subconsultants.

Section 6. Insurance. Erdman Anthony maintains Workers Compensation Insurance, with respect to its employees with statutory required limits. Erdman Anthony also maintains Automobile Liability insurance and General and

Professional Liability insurance. Certificates of Insurance evidencing such coverage will be provided to Client upon request. Client shall be responsible for all other forms of property, casualty and liability insurance coverage required for the project.

PURSUANT TO FLORIDA STATUTES §558.0035 (2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Section 7. Project Site. The Client shall be responsible for acquiring and providing timely project-site access authorization for Erdman Anthony as may be needed to facilitate performance of services described in Section 1.

Section 8. Information Provided by Others. Erdman Anthony may rely upon the accuracy and completeness of any information, requirements, reports, data, surveys, and instructions provided by Client unless the Proposal expressly states otherwise.

Section 9. Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, drawings, specifications and other documents, data or information prepared by Erdman Anthony, in any form, including machine-readable format (collectively "Documents"), are instruments of Erdman Anthony's services and shall remain the sole property of Erdman Anthony. Erdman Anthony retains all ownership and all other rights, including copyrights, in all such documents.

The documents are prepared for use on this Project and at the Site identified in the Proposal only and are not appropriate for use on any other project or at any other site, or for any purpose other than as defined by the Scope of Services, except by the agreement in writing with the appropriate compensation to Erdman Anthony.

Where Erdman Anthony agrees to supply some or all of the Documents in machine-readable format (hereinafter "machine-readable media"), the parties understand and agree that any Documents supplied in such machine-readable format are so supplied as a convenience to the recipient. Such documents are not intended to replace the printed forms of such Documents. The content of the documents supplied by Erdman Anthony in printed form shall govern over the contents of Documents supplied in machine-readable format. The recipient shall be solely responsible for comparing the output of the machine-readable media with the printed Documents designated by Erdman Anthony as the contract documents and determining the accuracy of such output. Recipient shall only use the output of machine-readable media for the limited purpose agreed to by Erdman Anthony and shall not alter, mediate or change the contents of such machine-readable media in any way, or transfer to others, without the express written approval of Erdman Anthony.

Any use of the documents or the information or data contained therein, in violation of this Section or any alteration or modification of such Documents or the information or data contained therein, without the express written consent of Erdman Anthony is expressly prohibited. Such prohibited use is at the sole risk of the user, and Erdman Anthony is released from any liability for damages arising from such use. Client shall indemnify and save harmless Erdman Anthony from and against any and all claims, damages, judgments, demands, liabilities, costs or expenses (including reasonable attorney's fees and other defense costs) arising from any changes made by anyone other than Erdman Anthony or from reuse of the documents without prior written consent of Erdman Anthony.

Section 10. Client's Duty to Notify Erdman Anthony of Hazards. Client represents and warrants that it will

STANDARD CONTRACT TERMS AND CONDITIONS
CONTROLLED DOCUMENT



provide Erdman Anthony with any and all information known to or suspected by Client, with respect to 1) the existence or possible existence at, on or under the Site of any hazardous materials or pollutants and 2) to disclose the location and quantity of all previously installed asbestos-containing materials or presumed asbestos-containing materials in their facility.

If unanticipated potentially hazardous materials, pollutants or asbestos are encountered during the course of the work, Erdman Anthony shall have the right 1) to suspend its work immediately and 2) to terminate the work described in the Proposal, upon ten (10) days of Erdman Anthony's written notice of intent to terminate, unless Erdman Anthony and Client agree upon a mutually satisfactory amendment to the Proposal that may include a revision of the scope of services, adjustment of budget estimates, revised Terms and Conditions and revised fees. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of the Proposal through the date of termination, notwithstanding Client and Erdman Anthony not having reached a new, mutually satisfactory, revision of their agreement.

Section 11. Dispute Resolution. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Erdman Anthony agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The parties shall share the mediator's fee equally. The party initiating the mediation shall be liable for any filing fee. In no event shall the demand for mediation be made after the date when institution of legal proceedings would be banned by the applicable statute of limitations.

The Client and Erdman Anthony further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Section 12. Governing Law. The Client and Erdman Anthony agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement, shall be governed by the laws of the State in which the Site is located.

Section 13. Firm Publicity. Erdman Anthony has the right to photograph the above-named project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing materials. Client agrees that Erdman Anthony has the authority to utilize Client's name as a Client and general description of the project work or service performed as references. Client hereby authorizes Erdman Anthony to place a sign on the property, at Erdman Anthony's expense and subject to local permitting requirements, during the design and construction phases to advertise that Erdman Anthony has provided professional services for the project.

Section 14. Assigns. Neither the Client nor Erdman Anthony may delegate, assign, sublet, or transfer its duties or interest (including any claims that arise here) in this Agreement without written consent of the other party. Such consent shall not be unreasonably withheld. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

Section 15. Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Erdman Anthony.

Section 16. Severability. In the event that any provisions herein shall be deemed invalid or unenforceable, the other

STANDARD CONTRACT TERMS AND CONDITIONS
CONTROLLED DOCUMENT



provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

Section 17. Termination, Suspension. This Agreement may be terminated or suspended by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms. In the event of suspension under these conditions, neither party shall have any liability to the other for any delay or damage as a result of such suspension. This Agreement may be terminated by the Client upon at least ten (10) days written notice to Erdman Anthony in the event that the Project is permanently abandoned. Erdman Anthony shall be compensated for the services performed up to the time written notice of termination or suspension is actually received, together with reimbursable expenses then due and reasonable termination or suspension expenses directly associated with the termination or suspension. Erdman Anthony's commitments as set forth in this Agreement are based on the expectation that all of the services described in the Proposal will be provided. In the event Client later elects to reduce Erdman Anthony's scope of services, Client hereby agrees to release, hold harmless, and indemnify Consultant from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

END OF STANDARD CONTRACT TERMS AND CONDITIONS.

EXHIBIT B

ENGINEERING RATE SCHEDULE
Effective February 1, 2019

Chief Engineer	\$245/Hour
Principal Engineer	\$225/Hour
Senior Engineer	\$200/Hour
Senior Project Engineer	\$175/Hour
Project Engineer	\$160/Hour
Professional Engineer	\$145/Hour
Engineer Intern	\$125/Hour
Senior Designer	\$125/Hour
Designer	\$110/Hour
Technician	\$95/Hour
Senior Inspector	\$120/Hour
Inspector	\$110/Hour
Clerical	\$ 55/Hour
Survey Principal	\$190/Hour
Professional Surveyor (PSM)	\$140/Hour
Survey Technician	\$ 80/Hour
Survey Crew (1 person)	\$ 90/Hour
Survey Crew (2 person)	\$135/Hour
Survey Crew (3 person)	\$175/Hour
Sr. Survey Technician/Crew Supervisor	\$ 100/Hour
GIS Specialist	\$ 80/Hour
Reimbursable Expenses:	
Mileage	\$0.60/mile
Print or Plot (24" x 36")	\$1.50/each
Other Fees	1.15 times the actual charge

April 24, 2019

Lee Wright
Pine Tree Water Control District
11924 Forest Hill Blvd
Suite 10A-252
Wellington, FL 33414

SUBJECT: Culvert bridges

Dear Mr. Wright:

Erdman Anthony is pleased to submit this proposal for Professional Engineering Services to the Pine Tree Water Control District (Client), in connection with the subject project.

Project Understanding

Based on our understanding of the project, Erdman Anthony is pleased to present the following proposed scope of services for your consideration to develop a template that property owners may use when designing and constructing a culvert bridge for pedestrian and equestrian use along the north and northwest canals as shown in the figure below.



The property owners own the canal plus land on the north and west of the canal used as a bridle trail. The culvert bridges will be used for pedestrians and livestock only, no vehicular traffic will be permitted. The culvert bridges are expected for most lot owners along the north and northwest property lines of the development although some lot owners currently have alternative access and will not be permitted a new culvert bridge. The culvert bridges will be designed and constructed by the lot owners and the purpose of this template is to provide guidance to the individual lot owners when and if they choose to construct a culvert bridge for themselves.

Scope of Work and Deliverables

The following scope of work is a general representation of our current opinion of the likely scope of work and deliverables required for this project and is made on the basis of our professional judgment and experience. As the project is developed, it is possible that the scope will require additional or even reduced scope items. Erdman Anthony will keep Client informed as the project develops.

- Prepare a plan showing which lots are expected to ultimately have a culvert bridge and the alternate route to the bridle trail for the remaining lots.
- Prepare a plan view and cross section view of a typical proposed culvert. It is assumed that the top width for the pedestrians and equestrians to use will be 15'. It is assumed that the top width will be unpaved, that a lockable gate will be included for security, and that the side slopes will be either gently sloped, which will require a longer and large culvert, or armored with a geotextile, rip rap, or sand cement bags.
- Review the current water control plans, surveys, and maps to estimate the flow in the two canals (the north and the northwest canals) and recommend the minimum size and material options of the culvert that may be constructed.
- Prepare an engineer's estimate of probable costs for a typical culvert crossing.
- Meetings: Attend a scoping meeting in the field to review the project goals and one meeting with the board to review the recommendations. One revision to the template is included to address comments from the board.

Assumptions/Clarifications

- Erdman Anthony may rely upon the accuracy and completeness of any information, requirements, reports, data, surveys, and instructions provided by Client unless expressly stated otherwise with respect to such information.
- Erdman Anthony shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality at a similar time.
- Erdman Anthony will be promptly paid for services performed.
- Geotechnical Services – No geotechnical services are included. It is assumed that the individual lot owners will be responsible for confirming the suitability of the soils in the area of their proposed culverts.
- Survey Services – No surveying is included. It is assumed that the individual lot owners will be responsible for determining the horizontal and vertical data needed to design, permit and construct their culverts.
- Governmental Review – No permitting services are included. It is assumed that the individual lot owners will be responsible for obtaining any necessary permits from the appropriate agencies.

- Opinions of Probable Cost – Any opinions of cost will be based on standard engineering practice. Erdman Anthony has no control over the pricing in the marketplace and cannot guarantee that property owners will obtain those costs at the time of bidding.

Erdman Anthony agrees to provide electronic copies of our work product to Client and other consultants or contractors on this project subject to the following terms and conditions: These documents are part of Erdman Anthony's instruments of service and shall not be used by Client or anyone else receiving these documents for any purpose other than as a convenience for this project. Any other use or reuse by Client or by others will be at Client's sole risk and without liability or legal exposure to Erdman Anthony. Client agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Erdman Anthony, its officers, directors, employees, agents or subconsultants that may arise out of or in connection with the use of these documents. Furthermore, Client shall, to the fullest extent permitted by law, indemnify and hold Erdman Anthony harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from the use of these electronic documents. Machine-readable format documents are supplied as a convenience to Recipient. Such documents are not intended to replace the printed forms of such documents. The content of the documents supplied by Erdman Anthony in printed form shall govern over the contents of documents supplied in machine-readable format. Because information presented on the electronic files can be modified, unintentionally or otherwise, Erdman Anthony reserves the right to remove all indicia of ownership and/or involvement from machine-readable format documents. Under no circumstances shall delivery of the electronic files be deemed a sale by Erdman Anthony, and Erdman Anthony makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Erdman Anthony be liable for any loss of profit or any consequential damages as a result of the use or reuse of these documents.

Schedule

Erdman Anthony will begin work on the project after receipt of a fully executed agreement. There are factors outside our control may affect our ability to complete the services to be provided under this Agreement. We will perform all services described in this agreement with reasonable diligence and expediency consistent with sound professional practices. This proposal anticipates that notice to proceed will be in June 2019 and that all services will be complete by August 2019. Should the contract services extend past that date, Erdman Anthony may, at its option, adjust the hourly and/or fixed rates shown to compensate for an escalation in hourly rates or expenses.

Compensation

Erdman Anthony proposes to complete the above described scope of services as follows:

Task	Description	Fee
1	Plan of lots	\$500
2	Plan, Sections, Details of a Typical Culvert	\$1,500
3	Review Water Control Plan and Design Culvert Size	\$1,000
5	Prepare Opinion of Costs	\$500
6	Field Meeting/Review	\$500
7	Attend Board Meeting	\$500
8	Revise Plan to address comments	<u>\$1,000</u>
	Total	\$5,500

Services shall be charged for a fixed price. Expenses include costs such as printing, shipping, postage, mileage, etc. All expenses will be invoiced at 1.15 times the rate that is charged to Erdman Anthony by the vendor.

Proposal Acceptance

This proposal and attached STANDARD CONTRACT TERMS AND CONDITIONS, dated May 2016, are intended to represent the entire contractual relationship between Client and Erdman Anthony. Carefully review our Standard Contract Terms and Conditions and contact me with any questions or concerns that you may have.

This proposal is valid only if signed within 90 days after the date of this letter. If you concur with and accept the provisions of this proposal and our Standard Contract Terms and Conditions, please have an authorized representative sign this proposal in the space provided. Please sign and return a signed document to us for our records. This proposal and attached Standard Contract Terms and Conditions shall become an executed Contract between us. Receipt of a signed copy of this Contract shall constitute Erdman Anthony's Authorization to Proceed with the work.

Thank you for your interest in utilizing Erdman Anthony's services for this project. We would appreciate an opportunity to further discuss any questions you may have with regard to this proposal or our services in general and appreciate your time and consideration in reviewing the proposal. If you have any questions or require additional information, please contact me at 561-753-9723. We look forward to working with you and building a successful relationship.

Sincerely,
ERDMAN ANTHONY



Dana I. Gillette, PE, PSM, LEED AP
Principal Associate

Attachments: Terms & Conditions
Hourly billing rates

Accepted for Client By:

SIGNATURE: _____

NAME (PRINTED): _____

TITLE: _____

DATE: _____

STANDARD CONTRACT TERMS AND CONDITIONS
CONTROLLED DOCUMENT

Section 1. Services. Erdman Anthony of Florida (Erdman Anthony) shall provide Client with the "Services" set forth in the Proposal for Services ("Proposal"), with respect to the property identified in the Proposal (the "Site"), under the Terms and Conditions set forth herein. Erdman Anthony's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose. The Proposal, together with these Terms and Conditions, supersede all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and acknowledged by both Client and Erdman Anthony.

In performing the services required by this Agreement, Erdman Anthony shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Notwithstanding any other provision of this Agreement, Erdman Anthony makes no express or implied warranties with regard to the Agreement or the Services performed or required by this Agreement.

In the event that Erdman Anthony and Client have not executed this Agreement, the Client's authorization to Erdman Anthony to proceed with the performance of the services set forth herein shall constitute acceptance by the Client of these Terms and Conditions.

Section 2. Construction Observation Services. Where such services are expressly included in the Proposal or in a written amendment thereto, Erdman Anthony will observe the work of the contractor at intervals agreed to in writing between Erdman Anthony and Client to determine and report to Client whether the work of the contractor is proceeding in such a way that, when completed, it will be in general compliance with such drawings and specifications. Such observations shall be limited only to those specific aspects of work that are identified in the Proposal or any written amendment. Erdman Anthony's Observation Services do not include exhaustive or on-site inspection of the work of the contractor nor any supervision or direction of work of any contractor or subcontractor, or their respective employees, agents or servants. Erdman Anthony will not be responsible for any contractor's or subcontractor's compliance with the provisions of any contract nor for the observation or supervision of any contractor's or subcontractor's use of personnel, machinery or equipment. Under no circumstances shall Erdman Anthony have control over, be in charge of, or be responsible for construction means, methods, techniques, sequences or procedures in connection with the work, or for the contractor(s)'s safety programs or procedures at the site.

Section 3. Opinions of Probable Construction Cost. Any cost estimates prepared by Erdman Anthony are based upon standard engineering practice. Client recognizes that Erdman Anthony has no control over the pricing in the marketplace and that Erdman Anthony cannot warrant or guarantee that Client will obtain these costs at the time of bidding. Any cost related to redesign of the project subsequent to bidding to lower the project cost will be considered additional services for which Erdman Anthony will be entitled to additional compensation.

Section 4. Invoices, Payments. Client will pay Erdman Anthony for services performed in accordance with the rates and charges set forth in the Proposal. Invoices for Erdman Anthony's services will be submitted on a monthly basis. Client shall promptly review Erdman Anthony's invoices. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to Erdman Anthony within fourteen (14) days of Client's receipt of invoice. Payment for all invoices will be due upon receipt of the invoice by Client. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Payment of any invoice to Erdman Anthony shall be taken to mean that the Client is satisfied with Erdman Anthony's services and is not aware of any deficiencies in those services. Invoice balances remaining unpaid for thirty (30) days after invoice date will bear interest from invoice date at 1.5 percent per month (or part thereof) or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month.

Timely payment to Erdman Anthony in accordance with the Terms and Conditions of this Agreement is a material consideration of this Agreement. Therefore, the Client's failure to make payments in accordance with this Agreement shall constitute substantial nonperformance and a cause for termination by Erdman Anthony. If Client fails to make payment when due, Erdman Anthony may, at its option and at any time, and without waiving any other rights or claims against Client, and without thereby incurring any direct or consequential liability to Client, elect to either suspend or terminate performance of services upon ten (10) days prior written notice by Erdman Anthony to Client. Such termination or suspension shall be effective at the end of such ten (10) day notice period without further notice unless all sums due and owing as of the end of such ten (10) day notice period have been paid in full.

Should the Proposal include a retainer amount (Retainer), Erdman Anthony may, at its option, and without waiving any other rights or claims against the Client, and without thereby incurring any penalty or any other liability to Client, elect to suspend performance of services if, at any time, the total amount of outstanding invoices and services in progress is equal to or exceeds the amount currently available under the Retainer. At Erdman Anthony's sole discretion, suspension of services may continue until such time as Client has paid all outstanding invoices and work in progress and the Retainer is fully restored.

Erdman Anthony reserves the right to withhold stamping of drawings produced for any phase of this project under the terms of this agreement until all invoices billed up to that point in the project have been paid in full.

If Erdman Anthony institutes a suit to enforce payment terms outlined in these Standard Terms and Conditions and then prevails in that suit, Erdman Anthony shall be entitled to recover all expenses of litigation, attorney's fees, and court costs from Client in addition to the payments due Erdman Anthony.

Section 5. Limitations of Remedies. The Client shall promptly report to Erdman Anthony any defects or suspected defects in Erdman Anthony's services of which Client becomes aware, so that Erdman Anthony may take measures to minimize the consequences of such defect. Client further agrees to impose a similar notification requirement on all contractors retained by the Client and shall require all subcontracts at any level to contain a like requirement. Failure by Client and the Client's contractors or subcontractors to notify Erdman Anthony of such defects in a timely fashion shall relieve Erdman Anthony of the costs of remedying the defects above the sum such remedy would have cost had prompt notification had been given.

Notwithstanding any other provisions of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by Client or Erdman Anthony, its employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

To the fullest extent permitted by law, the Client agrees to limit Erdman Anthony's liability to the Client for damages or any otherwise recoverable expenses incurred by Client as the result of the conduct of Erdman Anthony or its subconsultant under any theory of the law, to an equal of two (2) times the amount of Erdman Anthony's fee for this project. This limitation shall apply regardless of the cause of action or legal theory asserted. Client has carefully reviewed this clause and has determined that it will accept that the amount of the limitation of liability as reasonable, notwithstanding the amount of damages or expenses that it might incur as the result of the conduct of Erdman Anthony or its subconsultants.

Section 6. Insurance. Erdman Anthony maintains Workers Compensation Insurance, with respect to its employees with statutory required limits. Erdman Anthony also maintains Automobile Liability insurance and General and

Professional Liability insurance. Certificates of Insurance evidencing such coverage will be provided to Client upon request. Client shall be responsible for all other forms of property, casualty and liability insurance coverage required for the project.

PURSUANT TO FLORIDA STATUTES §558.0035 (2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Section 7. Project Site. The Client shall be responsible for acquiring and providing timely project-site access authorization for Erdman Anthony as may be needed to facilitate performance of services described in Section 1.

Section 8. Information Provided by Others. Erdman Anthony may rely upon the accuracy and completeness of any information, requirements, reports, data, surveys, and instructions provided by Client unless the Proposal expressly states otherwise.

Section 9. Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, drawings, specifications and other documents, data or information prepared by Erdman Anthony, in any form, including machine-readable format (collectively "Documents"), are instruments of Erdman Anthony's services and shall remain the sole property of Erdman Anthony. Erdman Anthony retains all ownership and all other rights, including copyrights, in all such documents.

The documents are prepared for use on this Project and at the Site identified in the Proposal only and are not appropriate for use on any other project or at any other site, or for any purpose other than as defined by the Scope of Services, except by the agreement in writing with the appropriate compensation to Erdman Anthony.

Where Erdman Anthony agrees to supply some or all of the Documents in machine-readable format (hereinafter "machine-readable media"), the parties understand and agree that any Documents supplied in such machine-readable format are so supplied as a convenience to the recipient. Such documents are not intended to replace the printed forms of such Documents. The content of the documents supplied by Erdman Anthony in printed form shall govern over the contents of Documents supplied in machine-readable format. The recipient shall be solely responsible for comparing the output of the machine-readable media with the printed Documents designated by Erdman Anthony as the contract documents and determining the accuracy of such output. Recipient shall only use the output of machine-readable media for the limited purpose agreed to by Erdman Anthony and shall not alter, mediate or change the contents of such machine-readable media in any way, or transfer to others, without the express written approval of Erdman Anthony.

Any use of the documents or the information or data contained therein, in violation of this Section or any alteration or modification of such Documents or the information or data contained therein, without the express written consent of Erdman Anthony is expressly prohibited. Such prohibited use is at the sole risk of the user, and Erdman Anthony is released from any liability for damages arising from such use. Client shall indemnify and save harmless Erdman Anthony from and against any and all claims, damages, judgments, demands, liabilities, costs or expenses (including reasonable attorney's fees and other defense costs) arising from any changes made by anyone other than Erdman Anthony or from reuse of the documents without prior written consent of Erdman Anthony.

Section 10. Client's Duty to Notify Erdman Anthony of Hazards. Client represents and warrants that it will

provide Erdman Anthony with any and all information known to or suspected by Client, with respect to 1) the existence or possible existence at, on or under the Site of any hazardous materials or pollutants and 2) to disclose the location and quantity of all previously installed asbestos-containing materials or presumed asbestos-containing materials in their facility.

If unanticipated potentially hazardous materials, pollutants or asbestos are encountered during the course of the work, Erdman Anthony shall have the right 1) to suspend its work immediately and 2) to terminate the work described in the Proposal, upon ten (10) days of Erdman Anthony's written notice of intent to terminate, unless Erdman Anthony and Client agree upon a mutually satisfactory amendment to the Proposal that may include a revision of the scope of services, adjustment of budget estimates, revised Terms and Conditions and revised fees. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of the Proposal through the date of termination, notwithstanding Client and Erdman Anthony not having reached a new, mutually satisfactory, revision of their agreement.

Section 11. Dispute Resolution. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Erdman Anthony agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The parties shall share the mediator's fee equally. The party initiating the mediation shall be liable for any filing fee. In no event shall the demand for mediation be made after the date when institution of legal proceedings would be banned by the applicable statute of limitations.

The Client and Erdman Anthony further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Section 12. Governing Law. The Client and Erdman Anthony agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement, shall be governed by the laws of the State in which the Site is located.

Section 13. Firm Publicity. Erdman Anthony has the right to photograph the above-named project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing materials. Client agrees that Erdman Anthony has the authority to utilize Client's name as a Client and general description of the project work or service performed as references. Client hereby authorizes Erdman Anthony to place a sign on the property, at Erdman Anthony's expense and subject to local permitting requirements, during the design and construction phases to advertise that Erdman Anthony has provided professional services for the project.

Section 14. Assigns. Neither the Client nor Erdman Anthony may delegate, assign, sublet, or transfer its duties or interest (including any claims that arise here) in this Agreement without written consent of the other party. Such consent shall not be unreasonably withheld. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

Section 15. Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Erdman Anthony.

Section 16. Severability. In the event that any provisions herein shall be deemed invalid or unenforceable, the other

provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

Section 17. Termination, Suspension. This Agreement may be terminated or suspended by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms. In the event of suspension under these conditions, neither party shall have any liability to the other for any delay or damage as a result of such suspension. This Agreement may be terminated by the Client upon at least ten (10) days written notice to Erdman Anthony in the event that the Project is permanently abandoned. Erdman Anthony shall be compensated for the services performed up to the time written notice of termination or suspension is actually received, together with reimbursable expenses then due and reasonable termination or suspension expenses directly associated with the termination or suspension. Erdman Anthony's commitments as set forth in this Agreement are based on the expectation that all of the services described in the Proposal will be provided. In the event Client later elects to reduce Erdman Anthony's scope of services, Client hereby agrees to release, hold harmless, and indemnify Consultant from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

END OF STANDARD CONTRACT TERMS AND CONDITIONS.

EXHIBIT B

ENGINEERING RATE SCHEDULE
Effective February 1, 2019

Chief Engineer	\$245/Hour
Principal Engineer	\$225/Hour
Senior Engineer	\$200/Hour
Senior Project Engineer	\$175/Hour
Project Engineer	\$160/Hour
Professional Engineer	\$145/Hour
Engineer Intern	\$125/Hour
Senior Designer	\$125/Hour
Designer	\$110/Hour
Technician	\$95/Hour
Senior Inspector	\$120/Hour
Inspector	\$110/Hour
Clerical	\$ 55/Hour
Survey Principal	\$190/Hour
Professional Surveyor (PSM)	\$140/Hour
Survey Technician	\$ 80/Hour
Survey Crew (1 person)	\$ 90/Hour
Survey Crew (2 person)	\$135/Hour
Survey Crew (3 person)	\$175/Hour
Sr. Survey Technician/Crew Supervisor	\$ 100/Hour
GIS Specialist	\$ 80/Hour
Reimbursable Expenses:	
Mileage	\$0.60/mile
Print or Plot (24" x 36")	\$1.50/each
Other Fees	1.15 times the actual charge