



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M HILL'S OFFICE ADDRESS: 100 Great Meadow Road Suite 707, Wethersfield, CT 06109
CH2M HILL'S PROJECT NO.: TBD
PROJECT NAME: West Regional Water Reclamation Facility O&M Evaluation Follow-Up
CLIENT: Mr. Terry Southard, Operations Manager, Indian River County, FL
CLIENT'S ADDRESS: 4350 41st Street, Vero Beach, Florida 32966

CLIENT requests and authorizes CH2M HILL ENGINEERS, INC. ("CH2M HILL") to perform the following Services:

Scope of Services

See attached Appendix A.

Compensation

Compensation by CLIENT to CH2M HILL will be \$29,900 on a lump sum basis.

Schedule

The project schedule is estimated to begin work 2-weeks from the date of the authorization and be complete within six weeks. Some tasks rely on Indian River County to provide information and possible to perform testing and laboratory analysis. If the project is delayed due to external reasons, the Project Manager will communicate this to the City and develop revised schedules, if necessary.

Other Terms

None.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT: Signature, Name (printed), Title, Date
CH2M HILL ENGINEERS, INC.: Signature, Name (printed), Title, Date

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for CH2M HILL to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Cost Opinions

Any cost opinions or Project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but, since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

3. Standard of Care

The standard of care applicable to CH2M HILL's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M HILL's services are performed. CH2M HILL will re-perform any services not meeting this standard without additional compensation.

4. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M HILL will be paid for all authorized work performed up to the termination date.

5. Payment to CH2M HILL

Monthly invoices will be issued by CH2M HILL for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

6. Limitation of Liability

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors. CH2M HILL shall defend, indemnify and hold harmless the County, and

its commissioners, officers and employee, from any and all losses, damage, expenses (including reasonable attorney's fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional torts, breach of contract, or breach of applicable law by CH2M HILL, or its employee, agents, subcontractor or other persons or entities performing work under this agreement.

7. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

8. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third party beneficiaries except as provided in Provision 10.

9. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

10. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

11. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

12. Force Majeure

If performance of the Services is affected by causes beyond CH2M HILL's or the CLIENT's reasonable control, project schedule and compensation shall be equitably adjusted.

13. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

14. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M HILL's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

Appendix A

Scope of Work

As a follow up to the previously conducted operational evaluation for nutrient removal, where evidence of inconsistent, and periodically high organic loading rates was identified, CH2M will perform a second operations and maintenance (O&M) technical review of the West Regional WRF for Indian River County, Florida. The review will focus on the sources of nutrient loadings, especially within the biosolids facility, and identify other potential sources outside the facility. CH2M's technical review services shall be provided by a Senior Operations Specialist and two Process Engineers. The scope will include:

1. Data request and review. CH2M requests that any applicable plant data be forwarded to us for preliminary review of existing plant conditions which provides for greater efficiency of time on the plant site.
2. In field evaluation. Three (3) days of onsite time, plus travel and preparations, will be provided by the Senior Operations Specialist and two Process Engineers specializing in Wastewater and Biosolids Treatment, respectively. We assume that client staff will be available during the site visit to answer questions, provide tours the plant, and supply data as needed.
3. Analysis. CH2M will review provided data and field notes, including regulatory correspondence, process control data and compliance data, and any operating procedures that appear relevant to the evaluation.
4. Meetings and discussions. CH2M will present preliminary findings to plant staff for discussion before composing the technical memorandum. This discussion will include the results from the initial review conducted by CH2M.
5. Technical memorandum (TM). CH2M shall provide written recommendations to improve procedures for reducing nutrient concentrations in the facility's final effluent or for additional tasks that address the extreme loading issues at the WRWRF. Recommended improvements are expected to consider biological and/or chemical treatment options and/or equipment/process system operation changes. The TM will be provided within seven (7) business days of the last day onsite.

The project total fee will be a lump sum of **\$29,900** for the services described in this scope of work. Any additional labor required will be approved by Indian River County prior to CH2M commencing work. A single invoice will be submitted for this project.

Schedule

The project is expected to be initiated within two weeks of authorization and completed within one month of receipt of this signed agreement, to allow both CH2M and Client staff to find an appropriate and mutually agreeable week for the onsite evaluation, and to complete the TM. Some tasks rely on IRC to provide information and may require testing and laboratory analysis, which will have a bearing on successful project completion. If the project is delayed due to external reasons, the Project Manager will communicate this to the City and develop revised schedules, if necessary.

County