



INTEGRATED FINANCIAL AND ENGINEERING UTILITY RATE MODEL UPDATE AND MAINTENANCE SERVICES

THIS AGREEMENT is entered into between the CITY of Boynton Beach, hereinafter referred to as "CITY", and **McGovern McDonald Engineers**, hereinafter referred to as "CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY of Boynton Beach solicited proposals for a non-exclusive Contract to perform professional planning services, and

WHEREAS, THE CITY issued a Request for Qualifications for **INTEGRATED FINANCIAL AND ENGINEERING UTILITY RATE MODEL UPDATE AND MAINTENANCE SERVICES, RFQ No. 008-2821-20/TP**; and

WHEREAS, RFQ No. 008-2821-20/TP defined Scope of Services as INTEGRATED FINANCIAL AND ENGINEERING UTILITY RATE MODEL UPDATE AND MAINTENANCE SERVICES; and

WHEREAS, the CITY determined that CONSULTANT was qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Commission on **June 2, 2020**, determined that CONSULTANT was qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Manager administrative staff, has successfully negotiated an Agreement with CONSULTANT defining terms and conditions for the performance of consulting and engineering services within the scope of the Request for Qualifications; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 - SERVICES

- 1.1 CONSULTANT agrees to perform Integrated Financial and Engineering Utility Rate Model Update and Maintenance Services by way of individual task order(s) / written work authorization(s), at the written request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies.

The CITY's Representative during the performance of this Contract shall be Joseph Paterniti P.E. telephone (561) 742-6423.

The CONSULTANT'S Representative during the performance of the Contract shall be Steve McDonald, P.E. telephone (925) 788-7001.

ARTICLE 2 - TERM

- 2.1 The initial Contract period shall be for an initial term of three (3) years, commencing on the date this contract is last signed by the City or Consultant. The City of Boynton Beach Purchasing Manager in consultation with the Finance Director may extend the agreement for two (2) additional two (2) year periods, under the same terms, conditions, subject to vendor acceptance, satisfactory performance as determined by the Purchasing Manager, and determination by the Purchasing Manager that renewal will be in the best interest of the City. The Services to be performed during the initial three (3) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the Consultant.
- 2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY's discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY.

ARTICLE 3 - TIME OF PERFORMANCE

- 3.1 Work under this Contract shall commence upon the giving of written notice by the CITY to the CONSULTANT by way of a purchase order signed by the City and delivered to Consultant. CONSULTANT shall perform all services and provide all work product required pursuant to this Agreement within the time period set forth in the task order, unless an extension of time is granted in writing by the CITY.

ARTICLE 4 - PAYMENT

- 4.1 The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:
- a. Payment for the work provided by CONSULTANT shall be made as provided on Exhibit "A" attached hereto.
 - b. The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be checked by a CITY representative, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

Final payment of any balance due the CONSULTANT of the total contract price earned will be made within thirty (30) calendar days of verification and acceptance by the CITY after the completion of the Work.

- c. Compensation for sub-CONSULTANTS will be included by the CONSULTANT in the negotiated value of each task order. Compensation will be through a direct mark-up in accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.
- d. In certain cases where incremental billing for partially completed work is permitted by the City's representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.
- e. The cost of all services as stated herein shall remain fixed and firm for the initial three (3) year period of the contract. Cost of services for any extension period of the contract shall be as agreed to by the City and CONSULTANT and reflected in a contract addendum.

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

- 5.1 Upon completion of the project and final payment to Consultant, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this agreement shall be the property of the CITY whether the project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design copies, including reproducible copies, of drawing and specifications for information, reference and use in connection with CONSULTANT's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of CONSULTANT, shall be at the CITY's sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

- 6.1 This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

- 7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. CONSULTANT's services shall meet a standard of care for Integrated Financial and Engineering Utility Rate Model Update and Maintenance Services as they relate to the utility located at various facilities throughout the

Boynton Beach Utilities service area and related services no less than the standard of care for Integrated Financial and Engineering Utility Rate Model Update and Maintenance Services practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

ARTICLE 8 - COMPLIANCE WITH LAWS

- 8.1 CONSULTANT shall, in performing the services contemplated by this service Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Agreement.

ARTICLE 9 - INDEMNIFICATION

- 9.1 CONSULTANT shall indemnify and hold harmless the CITY, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT's own employees, or damage to property occasioned by a negligent act, omission of the CONSULTANT. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

ARTICLE 10 - INSURANCE

- 10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide originals or certified copies of all policies, and shall be written by an insurance company authorized to do business in Florida.

- 10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

- 10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products Completed Operations and Contractual Liability with specific reference of Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. CONSULTANT shall maintain a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury/ and \$1,000,000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.
- 10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- 10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of \$1,000,000 per occurrence.
- 10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-consultants comply with the same insurance requirements referenced above.
- 10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- 10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above for Comprehensive Liability Insurance on a claims-made policy only

ARTICLE 11 - INDEPENDENT CONSULTANT

- 11.1 CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

- 12.1 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 13.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.
- 13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - DISCRIMINATION PROHIBITED

- 14.1 The CONSULTANT, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 15 - ASSIGNMENT

- 15.1 The CONSULTANT shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

ARTICLE 16 - NON-WAIVER

- 16.1 A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 17 - TERMINATION

- 17.1 Termination for Convenience: This Agreement may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

ARTICLE 18 - DISPUTES

- 18.1 Any dispute arising out of the terms or conditions of this Agreement shall be adjudicated within the courts of Florida. Further, this Agreement shall be construed under Florida Law.

ARTICLE 19 - UNCONTROLLABLE FORCES

- 19.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 19.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an

uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 20 - NOTICES

Notices to the CITY of Boynton Beach shall be sent to the following address:

City of Boynton Beach
Procurement Services
Attn: Director of Finance
100 E. Ocean Avenue
Boynton Beach, FL 33435

Notices to CONSULTANT shall be sent to the following address:

Consultant: McGovern McDonald Engineers
ADDRESS: 870 Market Street, Suite 828
CITY/STATE/ZIP: San Francisco, CA 94102
Attn: Steve McDonald
Tel: (925) 788-7001
Fax: (415) 779-8680
Email: smcdonald@mmewater.com

ARTICLE 21 - INTEGRATED AGREEMENT

- 21.1 This Agreement, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

ARTICLE 22 - SOVEREIGN IMMUNITY

- 22.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be amended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

22.2 In connection with any litigation or other proceeding arising out of the Agreement, each party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY's liability for costs and attorney's fees, however, shall not alter or waive CITY's entitlement to sovereign immunity, or extend CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Agreement.
2. The parties agree that any action arising out of this Agreement shall take place in Palm Beach County, Florida.

ARTICLE 23 – PUBLIC RECORDS

23.1 Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT shall maintain in a secured manner all copies of such confidential and exempt records remaining in its possession once the CONSULTANT transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Consultant shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT'S possession. All records stored electronically by CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**CRYSTAL GIBSON, CITY CLERK
100 E OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
GIBSONC@BBFL.US**

ARTICLE 24 – SCRUTINIZED COMPANIES 287.135 and 215.473

- 24.1 By submission of this Bid, Proposer certifies that Proposer is not participating in a boycott of Israel. Proposer further certifies that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has CONSULTANT been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to CONSULTANT of the City's determination concerning the false certification. CONSULTANT shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONSULTANT shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONSULTANT does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

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"This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this 15 day of July, 2020

CITY OF BOYNTON BEACH

Lori LaVeen
CITY Manager
Attest/Authenticated:

Patricia McGovern
CONSULTANT
PATRICIA MCGOVERN
President
Title

Crystal A. Gibson
CITY Clerk

(Corporate Seal)

Approved/as to Form:

[Signature] 7/13/20
Office of the CITY Attorney

Attest/Authenticated:

H. Steven McDonald
Secretary
H. STEVE McDONALD



City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.) The following is a list of types of insurance required of consultants, lessees, etc., and the limits required by the City: (NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)

TYPE (Occurrence Based Only)		MINIMUM LIMITS REQUIRED
General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Consultant's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Liquor Liability	Each Occurrence	\$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	\$ 50,000.00
Employees & Officers	Med. Expense (any one person)	\$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Consultant		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	\$ 300,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	\$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	\$ 1,000,000.00
Any Auto	Other Than Auto Only	\$ 100,000.00
Garage Keepers Liability	Each Accident	\$ 1,000,000.00
	Aggregate	\$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation	Statutory Limits	
Employer's Liability	Each Accident	\$ 100,000.00
	Disease, Policy Limit	\$ 500,000.00
	Disease Each Employee	\$ 100,000.00
Property		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "A"

FEE SCHEDULE

FIRM: McGovern McDonald Engineers

CONTRACT TERM:

PERSONNEL CLASSIFICATIONS	HOURLY RATE
ENGINEERS / CONSULTANTS	
Assistant Engineer (AE)	\$149
Engineer (E)	\$184
Project Engineer (PE)	\$196
Sr. Project Engineer (SE)	\$215
Chief, Principal Engineer (P)	\$249
CADD/ GRAPHICS / TECHNICIANS	
Associate Technician (AT)	\$126
Senior CADD Technician (ST)	\$158
SOFTWARE ENGINEERS	
Software Engineer I (SI)	\$196
Software Engineer II (SII)	\$215
Chief UX / UI Designer (UX)	\$239
SUPPORT STAFF	
Document word Processing (WP)	\$95
OTHER DIRECT EXPENSES	
Travel and Subsistence	At Cost
Mileage @ IRS Reimbursement Rate	\$0.575 per mile
Sub-Consultant	Cost + 10%
Other Direct Costs	Cost + 10%
Expert Witness	Rate x 3.5

This fee is valid for the initial three (3) year contract term if applied to the Boynton Beach Utilities – Utility Rate Model Update and Maintenance Agreement