

RESOLUTION NO. R2011 - 68

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE CONTINUING CONTRACTS WITH REESE MACON AND ASSOCIATES, INC. d/b/a ARCADIS RMA, AND MWH AMERICAS, INC. FOR ENGINEERING SERVICES RELATED TO WATER AND WASTE WATER TREATMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on March 14, 2011, Wellington let a request for qualifications number 033-11/ED to secure professional engineering services on a continuing contractual basis for water and waste water treatment; and

WHEREAS, on July 12, 2011 the Council authorized staff to negotiate continuing contracts with the following engineering firms: Reese Macon and Associates, Inc. d/b/a Arcadis RMA, Carollo Engineers, Inc. and MWH Americas, Inc.; and

WHEREAS, staff is recommending approval of agreements for continuing professional services with the Reese Macon and Associates, Inc. d/b/a Arcadis RMA, and MWH Americas, Inc. as set forth pursuant to contracts which are attached as "Composite Exhibit A"; and

WHEREAS, the staff and Carollo Engineers, Inc. were unable to agree on a proposed contract; and

WHEREAS, staff seeks ratification of the staff's recommendation not to enter into a continuing contract for engineering services with Carollo Engineers, Inc.

NOW THEREFORE BE IT RESOLVED BY WELLINGTON'S COUNCIL THAT:

SECTION 1. The above recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The continuing contracts with Reese Macon and Associates, Inc. d/b/a Arcadis RMA and MWH Americas, Inc. to provide engineering services in the areas of water and waste water treatment attached hereto as "Composite Exhibit A" are approved and the Mayor and Clerk are authorized to execute said contracts on behalf of Wellington.

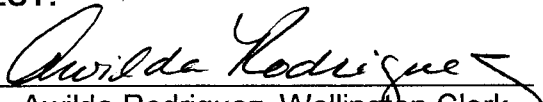
SECTION 3. The Council ratifies and approves staff's recommendation not to enter into a continuing contract for water and waste water treatment engineering services with Carollo Engineers, Inc.


SECTION 4. This Resolution shall become effective immediately upon adoption.

1 **PASSED AND ADOPTED** this 11th day of October, 2011.

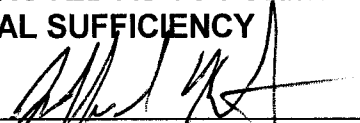
2
3 **ATTEST:**

VILLAGE OF WELLINGTON

4
5 BY: 
6 Awilda Rodriguez, Wellington Clerk

By: 
Darell Bowen, Mayor

7
8 **APPROVED AS TO FORM AND**
9 **LEGAL SUFFICIENCY**

10
11 BY: 
12 Jeffrey S. Kurtz, Esq., Attorney for Wellington



AGREEMENT FOR

CONSULTING SERVICES

Between

WELLINGTON

And

**REESE MACON & ASSOCIATES, INC.
D/B/A ARCADIS RMA, INC.**

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is made this 11 day of October, 2011, by and between VILLAGE OF WELLINGTON (hereinafter referred to as WELLINGTON), Florida and REESE MACON & ASSOCIATES, INC. D/B/A ARCADIS RMA, INC. (hereinafter referred to as CONSULTANT).

WHEREAS, it is necessary for WELLINGTON to obtain the services of an Engineering Consultant for Water and Wastewater Treatment Engineering.

WHEREAS, CONSULTANT represents it is capable and prepared to provide such services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 EFFECTIVE DATE

The effective date of this Agreement shall be October 11, 2011

The term of this Agreement shall be for a three year period beginning on the effective date of the agreement, subject to appropriation of funding, except that it may be terminated as provided herein. Wellington reserves the right to extend the contract for a period of one (1) additional year, providing both parties agree to the extension; all terms, conditions, and specifications remain the same, and such extension is approved by wellington.

ARTICLE 2 SERVICES TO BE PERFORMED BY CONSULTANT

2.1 GENERAL


CONSULTANT shall perform Water and Wastewater Treatment Engineering services as specifically stated in a work authorization as may be specifically designated and authorized by WELLINGTON. Professional services will be for work that is estimated not to exceed \$2,000,000 in basic construction costs or \$200,000 in fees for studies for professional services pursuant to statute 287.055. A work authorization or similar document along with a purchase order will be issued for the project or task.

2.2 WORK AUTHORIZATION

Each Work Authorization will be in writing and set forth a specific Scope of Services, amount of compensation, a completion date, and shall be approved by the City Engineer or designee.

ARTICLE 3 COMPENSATION

3.1 GENERAL

As compensation for providing the Services enumerated in subsequent Work Authorizations, WELLINGTON shall pay CONSULTANT'S fees based on the ~~amount~~ stipulated in Exhibit A. *rates* 

ARTICLE 4 INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

4.1 General Liability Insurance with each occurrence limits of not less than Five Hundred Thousand Dollars (\$500,000), personal injury and advertising injury liability of not less than Five Hundred Thousand Dollars (\$500,000), and general aggregate of not less than Five Hundred Thousand Dollars (\$500,000).

4.2 Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident, not less than One Hundred Thousand Dollars (\$100,000) for each disease, and not less than Five Hundred Thousand Dollars (\$500,000) aggregate.

4.3 Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

4.4 Hired & Non Hired Vehicles Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

Deductible amounts shall not exceed five percent (5%) of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance.

CONSULTANT shall furnish WELLINGTON certificates of insurance which shall include a provision that policy cancellation, non-renewal, or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to WELLINGTON. CONSULTANT shall include WELLINGTON as an additional insured on the General Liability Insurance policy required by the Agreement.

CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained, and such insurance has been approved by WELLINGTON.

ARTICLE 5 STANDARD OF CARE

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances, and CONSULTANT shall, at no additional cost to WELLINGTON, re-perform Services which fail to satisfy the foregoing standard of care. CONSULTANT warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, WELLINGTON and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

The CONSULTANT agrees to indemnify, and hold harmless WELLINGTON, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes. The Consultant acknowledges receipt of sufficient consideration for the indemnification provided herein.

6.3 SURVIVAL

Upon completion of all Services, obligations, and duties provided for in this Agreement or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 INDEPENDENT CONTRACTOR

CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. WELLINGTON shall have no right to supervise the methods used, but WELLINGTON shall have the right to observe such performance. CONSULTANT shall work closely with WELLINGTON in performing Services under this Agreement.

ARTICLE 8 COMPLIANCE WITH LAWS

In performance of the services, CONSULTANT will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards.

ARTICLE 9 SUBCONSULTING

WELLINGTON reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant. If a subconsultant fails to perform or make progress as required by this Agreement and it is necessary to replace the subconsultant to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new sub consultant by WELLINGTON.

ARTICLE 10 FEDERAL AND STATE TAXES

WELLINGTON is exempt from Federal Tax and State Sales and Use Taxes. Upon request, WELLINGTON will provide an exemption certificate to CONSULTANT. CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with WELLINGTON, nor shall CONSULTANT be authorized to use WELLINGTON'S Tax Exemption Number in securing such materials.

ARTICLE 11 AVAILABILITY OF FUNDS

The obligations of WELLINGTON under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of WELLINGTON.

ARTICLE 12 WELLINGTON'S RESPONSIBILITIES

WELLINGTON shall be responsible for providing information on hand required by CONSULTANT, including existing reports, studies, planning information, and other required data that are available in the files of WELLINGTON.

ARTICLE 13 TERMINATION OF AGREEMENT

This Agreement may be terminated by CONSULTANT upon thirty (30) days' prior written notice to WELLINGTON in the event of substantial failure by WELLINGTON to perform in accordance with the terms of the Agreement through no fault of CONSULTANT. It may also be terminated by WELLINGTON, with or without cause, upon thirty (30) days' written notice to CONSULTANT. Unless CONSULTANT is in breach of this Agreement, CONSULTANT shall be paid for Services rendered to WELLINGTON'S satisfaction through the date of termination. After receipt of a Termination Notice, and except as otherwise directed by WELLINGTON, CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
 - B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - C. Transfer all work in process, completed work, and other material related to the terminated work WELLINGTON.
 - D. Continue and complete all parts of the work that have not been terminated.
- CONSULTANT shall be paid for Services actually rendered to the date of termination.

ARTICLE 14 UNCONTROLLABLE FORCES

Neither WELLINGTON 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 nonperforming 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 nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming 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 15 GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 16 NON-DISCRIMINATION

CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

ARTICLE 17 WAIVER

A waiver by either WELLINGTON 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 18 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the

Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this Article shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 19 ENTIRETY OF AGREEMENT

WELLINGTON and CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between WELLINGTON and CONSULTANT pertaining to the Services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20 MODIFICATION

This Agreement may be modified only by a written amendment executed by both parties.

ARTICLE 21 SUCCESSORS AND ASSIGNS

WELLINGTON and CONSULTANT each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of WELLINGTON via executed amendment.

ARTICLE 22 CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by 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 are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should WELLINGTON determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to

outside consultants. WELLINGTON shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 24 OWNERSHIP OF DOCUMENTS

Any and all documents, records, disks, or other information shall become the property of WELLINGTON for its use and/or distribution as may be deemed appropriate by WELLINGTON.

ARTICLE 25 ACCESS AND AUDITS

CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. WELLINGTON shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal working business hours at CONSULTANT'S place of business.

ARTICLE 26 NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To WELLINGTON

City of Wellington
12300 Forest Hill Blvd
Wellington, Florida 33414

As To CONSULTANT

William D. Reese, PE
2081 Vista Parkway, Suite 200
West Palm Beach, Fl. 33411

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received; however, facsimile transmissions received (i.e., printed) after 6:00 p.m. or on Fridays, weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and WELLINGTON.

ARTICLE 27 CONTRACT ADMINISTRATION

Services of CONSULTANT shall be under the general direction of the Utilities Director or his designee, who shall act as WELLINGTON'S representative during the term of the Agreement.

ARTICLE 28 KEY PERSONNEL

CONSULTANT shall notify WELLINGTON in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. WELLINGTON has the right to reject proposed changes in key personnel.

ARTICLE 29 CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by CONSULTANT under this Agreement shall be made available to any individual or organization by CONSULTANT without prior written approval of WELLINGTON.

ARTICLE 30 CONFLICT OF INTEREST

CONSULTANT represents that it has provided a list of all current clients, which is attached hereto and incorporated herein by reference as Exhibit B, subject to the jurisdiction of WELLINGTON. CONSULTANT represents that the representation of these existing clients will not either directly or indirectly conflict in any manner with the performance of the Services under this Agreement. Any actual or potential conflict between existing clients and responsibilities under this Agreement shall be immediately brought to the attention of WELLINGTON.

During the term of this Agreement, CONSULTANT agrees not to provide Services for any developer or property owner (other than those identified on Exhibit B) who has applied for or will be applying for a permit or other official sanction from WELLINGTON without the written consent of WELLINGTON. CONSULTANT shall promptly notify WELLINGTON in writing of all potential or actual conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of the Services. The notice shall identify the prospective business association, interest, or circumstance and the nature of work that CONSULTANT wants to undertake and request WELLINGTON'S response as to whether the association, interest, or circumstance would, in the opinion of WELLINGTON, constitute a conflict of interest if entered into by CONSULTANT. WELLINGTON agrees to notify CONSULTANT of its opinion within thirty (30) days of receipt of notification by CONSULTANT. If, in the opinion of WELLINGTON, the prospective business association, interest, or circumstance would not constitute a conflict of interest by CONSULTANT, WELLINGTON shall so state in its response, and the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services.

ARTICLE 31 INCORPORATION OF RFQ


The terms and conditions and specifications of this Agreement shall include and incorporate the terms, conditions and specifications set forth in Wellington's Request for Qualifications RFQ # 033-11/ED and the Consultants response to the RFQ including all documentation required hereunder.


(The remainder of this page left intentionally blank)

IN WITNESS WHEREOF, WELLINGTON and CONSULTANT have executed this Agreement as of the day and year first above written.

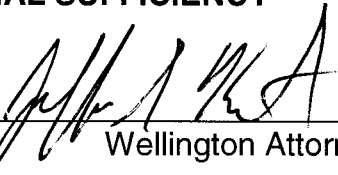
ATTEST

CITY OF WELLINGTON, FLORIDA



By: 
Awilda Rodriguez, Wellington Clerk

By: 
Darell Bowen, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
Wellington Attorney

WITNESSES:

1. 
2. 

CONSULTANT

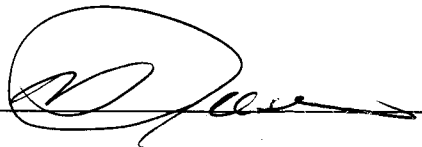
By: 
(Corporate Seal)

EXHIBIT A
Fees

Labor Category	Hourly Rate
Senior Project Manager	\$ 127.50
Project Manager	n/a
Senior Hydrogeologist	\$ 107.50
Senior Engineer	\$ 107.50
Engineer	\$ 92.50
Hydrogeologist	\$ 92.50
Senior Inspector	n/a
Inspector	\$ 82.00
Autocadd Designer	\$ 82.00
Administrative Assistant	\$ 41.00

* All hourly rates include all reimbursables and labor categories must meet the description requirements as described below.

Labor Category	Description
Senior Project Manager	Florida Licensed P.E. or P.G.; Minimum 15 Years Professional Water/Wastewater Treatment Engineering or Hydrogeology Experience; Minimum 7 Years Experience Managing Public Water/Wastewater/Groundwater Projects; Minimum 5 Years PM Experience in Florida; Minimum 3 Years Experience Managing Complex Projects
Project Manager	Florida Licensed P.E. or P.G.; Minimum 10 Years Professional Water/Wastewater Engineering or Hydrogeology Experience; Minimum 4 Years Experience Managing Public Water/Wastewater Projects; Minimum 2 Years PM Experience in Florida
Senior Hydrogeologist	Florida Licensed P.G.; Minimum 10 Years Professional Hydrogeology Experience; Minimum 5 Years Experience in Florida; Minimum 8 Years Experience with Production Wells (Floridan & Surficial), Deep Injection Wells and/or ASR Wells.
Senior Engineer	Florida Licensed P.E.; Minimum 10 Years Professional Water/Wastewater Treatment Engineering Experience; Minimum 5 Years Experience in Florida; Minimum 8 Years Experience with Treatment Plant Projects - Lime Softening and/or Reverse Osmosis.
Engineer	Florida P.E. or E.I.T.; Minimum 2 Years Florida Experience; Level of Expertise Assigned Based Upon Wellington Need
Hydrogeologist	Florida P.G.; Minimum 2 Years Florida Experience
Senior Inspector	Minimum 15 Years Experience Inspecting Water and/or Wastewater Treatment Plant Projects
Inspector	Minimum 5 Years Experience Inspecting Water and/or Wastewater Treatment Plant Projects
Autocadd Designer	Minimum 5 Years Experience as AutoCad Designer; Minimum 2 Years Experience with Water/Wastewater Treatment Plant Projects
Administrative Assistant	Minimum 5 Years Experience as Administrative Assistant

EXHIBIT B

Client List

At the present time the CONSULTANT does not have any clients that fit the definition in Article 30 of the agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/21/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

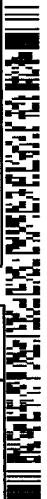
PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED ARCADIS U.S., Inc. 630 Plaza Dr Ste 200 Highlands Ranch CO 80129-2379 USA	INSURER A: Greenwich Insurance Company	22322
	INSURER B: XL Specialty Insurance Co	37885
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 570043793381		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GEC001076109 General Liability	01/01/2011	01/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RWD943516305 Workers Compensation RWR943516705 State of Wisconsin	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER
B					01/01/2011	01/01/2012	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Re: RFQ # 065-11/ED - Contract for Water and Wastewater Treatment Engineering. Village of Wellington is included as additional insured with respect to the General Liability policy where required by written contract. In the event General Liability, Auto Liability or Workmen's Compensation coverage is cancelled for any reason, other than non-payment of premium, 30 days advanced written notice will be mailed or delivered to the certificate holder listed below, when required by written contract or agreement.							

CERTIFICATE HOLDER	CANCELLATION
Village of Wellington Attn: Ed De La Vega 12300 Forest Hill Blvd Wellington FL 33414 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>

Holder Identifier :

Certificate No : 570043793381





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/21/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390		
	E-MAIL ADDRESS:		
INSURED ARCADIS U.S., Inc. 630 Plaza Dr Ste 200 Highlands Ranch CO 80129-2379 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570043793392 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Contractor Poll			015448990 Professional & Pollution SIR applies per policy terms & conditions	06/01/2011	06/01/2012	Per Claim Annual Aggregate \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: RFQ # 065-11/ED - Contract for Water and Wastewater Treatment Engineering. The Professional/Pollution Policy is non-cancellable by either the Named Insured or the Company, except by the Company for non-payment of premium. For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER**CANCELLATION**

Village of Wellington Attn: Ed De La Vega 12300 Forest Hill Blvd Wellington FL 33414 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South, Inc.</i>

Certificate No : 570043793392

