



September 9, 2019

Tierra South Florida, Inc.
2765 Vista Parkway, Suite 10
West Palm Beach, Florida 33411
Attn: Mr. Raj Krishnasamy, P.E., President

**RE: CONSTRUCTION MATERIALS TESTING, GEOTECHNICAL
ENGINEERING & INSPECTION ANNUAL SERVICES
CONTRACT ON A WORK TASK ORDER BASIS
RESOLUTION NO.: R2017-1661
CONTRACT DATED: NOVEMBER 7, 2017**

Dear Mr. Krishnasamy:

Please find attached your Third Amendment to the assigned contract for the above referenced Annual Service Renewal, which was approved by the Board of County Commissioners (Board) on August 20, 2019 (R2019-1122).

The County User Departments will be in touch with you when your services are required.

If you have any questions, please feel free to contact me, at 561-684-4122.

Sincerely,

Holly B. Knight, P.E.
Contracts Section Manager

HBK:jd

Attachment

- pc: Administrative Services, Fiscal (NTP)
CCNA File (w/original)
Roadway Project File
- ec: Allen F. Grey, Office of Equal Business Opportunity
Angela Smith, Office of Equal Business Opportunity
Tracy L. Ramsey, Manager, Finance Services, Grants, Contracts, and Compliance,
Clerk and Comptroller
Susan C. Brown, Asst. Manager, Finance Services, Grants, Contracts,
and Compliance, Clerk and Comptroller
Jimilla Hicks, Financial Coordinator, Grants, Contracts, and Compliance,
Clerk & Comptroller
Mark Tomlinson, Director, Construction Coordination
Fernando DelDago, Director of CID, Facilities Development and Operations
James Stiles, Director of Water Utilities
Deborah L. Drum, Director of E.R.M
Bruce Pelly, Director of Airports
Omelio A. Fernandez, P.E., Director, Roadway Production Division
Morton L. Rose, P.E., Assistant Director, Roadway Production Division
Holly Knight, P.E., Contracts Section Manager, Roadway Production Division
Vanessa Jagoo, TA III, Roadway Production Division
JaeAnn Dean, TA II, Roadway Production Division
Collen Flanagan, TA I, Roadway Production Division

**Department of Engineering
and Public Works**

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Robert S. Weinroth

Mary Lou Berger

Melissa McKinlay

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*



R2019 1122

**THIRD AMENDMENT TO THE
ANNUAL CONSTRUCTION MATERIALS TESTING, GEOTECHNICAL
ENGINEERING & INSPECTION
CONTRACT NO. R2017-1661
DATED NOVEMBER 7, 2017, BY AND BETWEEN
TIERRA SOUTH FLORIDA, INC.,
AND PALM BEACH COUNTY**

AUG 20 2019

This THIRD AMENDMENT to the Annual Construction Materials Testing, Geotechnical Engineering & Inspection Annual Engineering Services Contract dated November 7, 2017, (R2017-1661), hereinafter "CONTRACT," is entered into on the date written below, by and between Tierra South Florida, Inc., hereinafter "ANNUAL CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter, "COUNTY," (individually "Party" and collectively "Parties").

W I T N E S S E T H

WHEREAS, on November 7, 2017, the ANNUAL CONSULTANT and COUNTY entered into a twelve month CONTRACT; and

WHEREAS, by the First Amendment (R2018-0815), the ANNUAL CONSULTANT and the COUNTY mutually agreed to amend the CONTRACT and to add Section 22 – Additional Reporting; and

WHEREAS, by the Second Amendment (R2018-1326), the ANNUAL CONSULTANT and the COUNTY mutually agreed to amend the CONTRACT to extend the expiration date of the CONTRACT from November 6, 2018 to November 6, 2019; and

WHEREAS, the CONTRACT may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the Board of County Commissioners; and

WHEREAS, by this Third Amendment, the ANNUAL CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to extend the expiration date of the CONTRACT, as provided herein; and

WHEREAS, this is the second of two allowable one (1) year term CONTRACT extensions per section 4.1.; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Parties agree as follows:

1. The above recitations are true and correct and incorporated herein.

2. The CONTRACT, between the ANNUAL CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from November 6, 2019 to November 6, 2020.
3. Section 7.1 – **Termination** is hereby deleted in its entirety and replaced with the following:

7.1 Termination

This CONTRACT may be terminated by the ANNUAL CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this CONTRACT through no fault of the ANNUAL CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the ANNUAL CONSULTANT or without cause upon ten (10) business days written notice to the ANNUAL CONSULTANT. Unless the ANNUAL CONSULTANT is in breach of this CONTRACT, the ANNUAL CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the ANNUAL 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 materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

4. Section 7.13 **Access and Audits** is hereby deleted in its entirety and replaced with the following:

7.13 Access and Audits

The ANNUAL CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this CONTRACT. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ANNUAL CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ANNUAL CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. **Section 9 – Criminal History Records Check** is hereby deleted in its entirety and replaced with the following:

Section 9 – Criminal History Records Check

The ANNUAL CONSULTANT, ANNUAL CONSULTANT’S employees, subcontractors of ANNUAL CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolution R-2003-1274, as amended. The ANNUAL CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ANNUAL CONSULTANT acknowledges that its CONTRACT price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This CONTRACT may include sites and/or buildings which have been designated as either critical facilities or criminal justice information facilities pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the ANNUAL CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ANNUAL CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the CONTRACT and return them to the COUNTY. If the ANNUAL CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the ANNUAL CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the ANNUAL CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ANNUAL CONSULTANT if the ANNUAL CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated ANNUAL CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

6. **Section 12 – NonDiscrimination** is hereby deleted in its entirety and replaced with the following:

Section 12 – Non-discrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the ANNUAL CONSULTANT warrants and represents that throughout the term of the CONTRACT, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the CONTRACT.

As a condition of entering into this CONTRACT, the ANNUAL CONSULTANT represents and warrants that it will comply with the COUNTY’S Commercial Nondiscrimination Policy

as described in Resolution 2017-1770, as amended. As part of such compliance, the ANNUAL CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ANNUAL CONSULTANT retaliate against any person for reporting instances of such discrimination. The ANNUAL CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The ANNUAL CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this CONTRACT and may result in termination of this CONTRACT, disqualification or debarment of the company from participating in COUNTY CONTRACTS, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

ANNUAL CONSULTANT shall include this language in its subcontracts.

7. **Section 20 – Scrutinized Companies** is hereby deleted in its entirety and replaced with the following:

Section 20 – Scrutinized Companies

As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the ANNUAL CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

When CONTRACT value is greater than \$1 million: As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the ANNUAL CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by ANNUAL CONSULTANT, this CONTRACT may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this CONTRACT shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of CONTRACT renewal, if applicable.

8. **Section 23 – VSS Registration Required** is hereby added to the CONTRACT.

Section 23 – VSS Registration Required

In order to do business with Palm Beach County, ANNUAL CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ANNUAL

CONSULTANT intends to use sub-consultants, ANNUAL CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a CONTRACT award until the COUNTY has verified that the ANNUAL CONSULTANT and all of its sub-consultants are registered in VSS.

9. It is the intent of the Parties hereto that this Third Amendment shall not become binding until the date executed by the COUNTY.
10. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on June 5, 2018 (R2018-0815) and September 18, 2018 (R2018-1326), shall remain in full force and effect.

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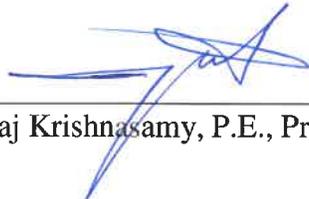
IN WITNESS WHEREOF, the Parties have caused this Third Amendment to the CONTRACT (R2017-1661) to be executed and sealed this day of AUG 20 2019, 2019.

R2019 1122

OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida
BOARD OF COUNTY COMMISSIONERS

ANNUAL CONSULTANT:
Tierra South Florida, Inc.

BY: 
Mack Bernard, Mayor

BY: 
Raj Krishnasamy, P.E., President

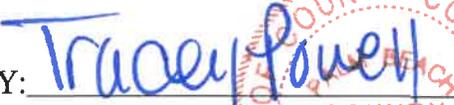
S E A L

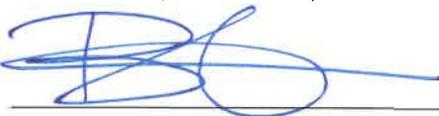
CORPORATE SEAL

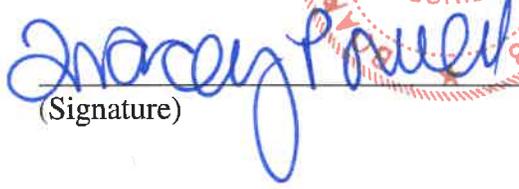


ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

ATTEST WITNESS:
BY: Bonni Funt, Business Development
(Print Name)

BY: 
(Print Name)


(Signature)


(Signature)

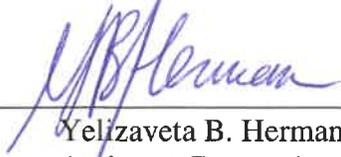
BY: Kumar Vedula, PE, Principal Engineer
(Print Name)


(Signature)

**APPROVED AS TO TERMS
AND CONDITIONS:**

BY: 
Omelio A. Fernandez, P.E.
Director of Roadway Production

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY:**

BY: 
Yelizaveta B. Herman,
Assistant County Attorney

