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June 11, 2019

Baxter & Woodman, Inc. d/b/a Mathews Consulting, Inc.
477 S. Rosemary Avenue, Suite 330
West Palm Beach, Florida 33401
Attn: Ms. Rebecca Travis, P.E., Vice President

**RE: CIVIL ENGINEERING ANNUAL SERVICES CONTRACT
ON AN ANNUAL WORK TASK ORDER BASIS
RESOLUTION NO.: R2019-0714
CONTRACT DATED: JUNE 4, 2019**

Ms. Travis:

Attached please find the above referenced Annual Service Contract, which was approved by the Board of County Commissioners (Board) on June 4, 2019 (R2019-0714).

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

Attachment

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

**STANDARD FORM OF CONTRACT
BETWEEN PALM BEACH COUNTY AND ANNUAL CONSULTANT
FOR PROFESSIONAL SERVICES**

This is a **CONTRACT** made as of JUN 04 2019, 2019, between **Palm Beach County (COUNTY)**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and **Baxter & Woodman, Inc. d/b/a Mathews Consulting, Inc. (ANNUAL CONSULTANT)**, an engineering firm having an office and a place of business at **477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida 33401**, and having Federal Tax I.D. #65-0813121. The **COUNTY** intends to have the **ANNUAL CONSULTANT** provide civil engineering services required for County User Departments, on an as needed basis (hereinafter called the **PROJECT**).

The **COUNTY** and **ANNUAL CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional structural engineering services by **ANNUAL CONSULTANT** and the payment for those services by **COUNTY** as set forth below.

SECTION 1 - BASIC SERVICES OF ANNUAL CONSULTANT

1.1 The **ANNUAL CONSULTANT** shall perform professional study/design services in connection with the **PROJECT** as hereinafter stated which shall include normal structural engineering services, more particularly described in **EXHIBIT "A"** (Scope of Services).

1.2 The **ANNUAL CONSULTANT** shall prepare all plans in accordance with Palm Beach County Thoroughfare Design Procedures, current standards adopted by AASHTO, and the Florida Department of Transportation Manual of Uniform Minimum Standards, and all other applicable professional and technical standards. Plans shall be based on the North American Datum of 1983 (NAD 83) 1990 Adjustment and the North American Vertical Datum of 1988 (NAVD 88). They shall be accurate, legible, complete in design, drawn to scale, and shall be suitable for bidding purposes, unless otherwise stated in **EXHIBIT A**.

1.3 The **ANNUAL CONSULTANT** has, during the selection and negotiation process which has preceded this **CONTRACT**, represented to the **COUNTY** that the **ANNUAL CONSULTANT** is possessed of that level of skill, knowledge, experience and expertise that is commensurate with engineering firms of national repute in the areas of practice required for this project. The **ANNUAL CONSULTANT** acknowledges that the **COUNTY** has relied on the **ANNUAL CONSULTANT'S** representations of skill, knowledge, experience and expertise. By executing this **CONTRACT**, the **ANNUAL CONSULTANT** agrees that the **ANNUAL CONSULTANT** will exercise that degree of care, knowledge, skill and ability as other engineering firms possessing the degree of skill, knowledge, experience and expertise which the **ANNUAL CONSULTANT** has claimed. The **ANNUAL CONSULTANT** shall perform such duties as may be assigned without neglect. The **ANNUAL CONSULTANT** covenants with the **COUNTY** to cooperate with the **COUNTY** and to utilize the **ANNUAL CONSULTANT'S** skill,

efforts and judgment commensurate with engineering firms of national repute in the areas of practice required for this **PROJECT**. The **ANNUAL CONSULTANT** agrees to perform each assignment in an efficient and economical manner consistent with the **COUNTY'S** interests and consistent with the **COUNTY'S** stated objectives and recognized professional engineering standards.

The **ANNUAL CONSULTANT** further contracts with the **COUNTY** to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this **CONTRACT** first written. It is specifically understood that the Accessibility provisions of the Americans With Disabilities Act (ADA) shall be complied with and incorporated into the **PROJECT**.

1.4 Prior to commencement of study/design, the **ANNUAL CONSULTANT** shall become familiar with the needs of **COUNTY** Microstation standards, obtain any seed or Microstation files, CADD standards, and standard sheets so that Microstation deliverables can be utilized by the **COUNTY**. **ANNUAL CONSULTANT** shall submit electronic files (in Microstation compatible format and Adobe PDF format) of the design, survey, and any related data used for the project, with the final document(s) submittal, or when otherwise directed by **COUNTY**.

1.5 The **ANNUAL CONSULTANT** shall provide to the **COUNTY** all cost summaries/estimates and "Summary of Pay Items" on disk and/or electronic file (as requested). The **ANNUAL CONSULTANT** shall apply descriptions to the pay items as called out in the **COUNTY'S** "Standard Nomenclature" listing, which is available from Roadway Production.

1.6 The **COUNTY'S** representative/liaison during the performance of this **CONTRACT** shall be Holly B. Knight, P.E., telephone no. (561) 684-4150.

1.7 The **ANNUAL CONSULTANT'S** representative/liaison during the performance of this **CONTRACT** shall be Rebecca Travis, P.E., Vice President, telephone no. 561-655-6175.

SECTION 2 - ADDITIONAL SERVICES OF ANNUAL CONSULTANT – REQUIRING AUTHORIZATION IN ADVANCE

If authorized in writing by the **COUNTY'S** authorized representative, the **ANNUAL CONSULTANT** shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1 through 2.9 inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in the Fee Summary, **EXHIBIT B**. These will be paid for by the **COUNTY**, only when specifically authorized and in accordance with Section 5.

2.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the **PROJECT**.

2.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the **COUNTY**.

2.3 Services resulting from significant changes in the general scope, extent or character of the **PROJECT** or its design including, but not limited to, changes in size, complexity, the **COUNTY'S** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the **ANNUAL CONSULTANT'S** control.

2.4 Preparing documents for alternate bids requested by the **COUNTY** for contractor(s) work which is not executed or documents for out-of-sequence work.

2.5 Furnishing the services of special consultants for other than the services included in **EXHIBIT A**.

2.6 Services during out-of-town travel required of the **ANNUAL CONSULTANT** other than visits to the site or the **COUNTY'S** office as required by Section 1.

2.7 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

2.8 Preparing to serve or serving as a consultant or witness for the **COUNTY** in any litigation or other legal proceeding involving the **PROJECT**.

2.9 Additional services in connection with the **PROJECT**, including services which are to be furnished by the **COUNTY** in accordance with Article 3, and services not otherwise provided for in this **CONTRACT**.

SECTION 3 - COUNTY'S RESPONSIBILITY

The **COUNTY** shall do the following in a timely manner so as not to delay the services of the **ANNUAL CONSULTANT**.

3.1 Designate in writing a person to act as the **COUNTY'S** representative with respect to the services to be rendered under this **CONTRACT**. Such person shall have complete authority to transmit instructions, receive information, interpret and define the **COUNTY** policies and decisions with respect to the **ANNUAL CONSULTANT'S** services for the **PROJECT**.

3.2 Provide all criteria and full information as to the **COUNTY'S** requirements for the **PROJECT**, including study/design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of

all design and construction standards which the **COUNTY** will require to be included in the drawings and specifications.

3.3 Assist the **ANNUAL CONSULTANT** by placing at the **ANNUAL CONSULTANT'S** disposal all available information pertinent to the **PROJECT** including previous reports and any other data relative to study/design or construction of the **PROJECT**.

3.4 Furnish to the **ANNUAL CONSULTANT** the items listed in **EXHIBIT A**.

3.5 Arrange for access to and make all provisions for the **ANNUAL CONSULTANT** to enter upon public and private property as reasonably required for the **ANNUAL CONSULTANT** to perform services under this **CONTRACT**.

3.6 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the **ANNUAL CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as the **COUNTY** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the **ANNUAL CONSULTANT**.

3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the **PROJECT** and such approvals and consents from others as may be necessary for completion of the **PROJECT**.

3.8 Providing such legal, accounting, independent cost estimating and insurance counseling services as may be required for the **PROJECT**, and such auditing service as **COUNTY** may require to ascertain how or for what purpose any contractor has used the monies paid to him.

3.9 Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.10 Give prompt written notice to the **ANNUAL CONSULTANT** whenever the **COUNTY** observes or otherwise becomes aware of any development that affects the scope or timing of the **ANNUAL CONSULTANT'S** services, or any defect or non-conformance in the work of any contractor.

3.11 Furnish, or direct the **ANNUAL CONSULTANT** to provide, Additional Services as stipulated in paragraph 2.1 of this **CONTRACT** or other services as required.

3.12 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIODS OF SERVICE

4.1 This is an Annual **CONTRACT** for professional structural engineering services. This **CONTRACT** will commence on the date of Board approval and shall remain in effect for a period of one (1) year from that date. At the option of the **COUNTY**, this **CONTRACT** can be renewed for two (2) additional one (1) year terms commencing on the anniversary date of the original **CONTRACT** approval, if agreed by both parties.

4.2 The period of service shall continue until completion of all phases or any outstanding additional service authorizations issued within the period of this **CONTRACT**, unless otherwise terminated as provided herein.

SECTION 5 - PAYMENTS TO ANNUAL CONSULTANT

5.1 Methods of Payment for Services and Expenses of the ANNUAL CONSULTANT.

5.1.1 Basic Services: The **COUNTY** will pay the **ANNUAL CONSULTANT** an hourly not-to-exceed fee, and/or a lump sum fee, as may be required for each project. The Basic Services (broadly outlined in **EXHIBIT A**) for each project shall be negotiated in accordance with the fees/rates shown in **EXHIBIT B**. The **COUNTY** shall authorize each project task order fee in writing prior to commencement of the work.

5.1.2 Additional Services: To the extent that additional services under Section 2 hereof are specifically authorized in writing by the **COUNTY'S** representative, the **COUNTY** will pay for such additional services in accordance with the following:

5.1.2.1 Actual Salary costs times a factor of **2.85** for services rendered by principals and employees assigned to the **PROJECT** plus all reimbursable expenses.

5.1.2.2 For services rendered by the **ANNUAL CONSULTANT'S** principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with Paragraph 2.1.8. at the rate of **\$800.00** per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in Paragraph 5.1.2.1).

5.1.3 Reimbursable Expenses: The **COUNTY** will pay the **ANNUAL CONSULTANT**, in accordance with State and local law, the actual costs of all reimbursable expenses incurred in the provision of these services when authorized in writing by the **COUNTY**.

5.1.4 Optional Services: The **COUNTY** will pay the **ANNUAL CONSULTANT** for completion of the Optional Services when the provision of each service is specifically authorized in writing by the **COUNTY**.

5.1.5 The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in Paragraph 5.4.

5.1.6 Additional services and reimbursable expenses authorizations shall be issued in accordance with **COUNTY** policies and procedures.

5.2 **Payments**

5.2.1 Progress reports and/or payment invoices shall be submitted monthly by the **ANNUAL CONSULTANT** for each assigned task. Payments to the **ANNUAL CONSULTANT** shall be payable within 45 days after receipt of accurate and complete invoice from **ANNUAL CONSULTANT**, in proportion to the percentage of engineering services approved and accepted by the **COUNTY** based on said lump sum fee until 90% of the assigned task is completed. There will be no additional payments for Basic Services until all services of the assigned task are completed and accepted by the **COUNTY** (including permits), but with the exception of any Optional Services, are completed and accepted by the **COUNTY**.

5.2.2 Final payment shall be due and payable to the **ANNUAL CONSULTANT** upon satisfactory completion, approval and acceptance by the **COUNTY**, of the services described in this **CONTRACT**, including Post Design Services.

5.2.3 Due to the nature of the work flow and the small size of expected projects to be performed by the **ANNUAL CONSULTANT**, the **COUNTY** recognizes that the purpose of withholding retainage may not be applicable for all projects and the **COUNTY** may waive the requirement upon written request from the **ANNUAL CONSULTANT**.

5.2.4 **Final Invoice:** In order for both parties herein to close their books and records, the **ANNUAL CONSULTANT** will clearly state "final invoice" on the **ANNUAL CONSULTANT'S** final/last billing for each work task order to the **COUNTY**. This shall constitute **ANNUAL CONSULTANT'S** certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges for the work task order not properly included on this final invoice are waived by the **ANNUAL CONSULTANT**.

5.2.5 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.

5.3 Other Provisions Concerning Payments

5.3.1 Records of the **ANNUAL CONSULTANT'S** Salary Costs pertinent to the **ANNUAL CONSULTANT'S** compensation under this **CONTRACT** will be kept in accordance with generally accepted accounting practices. Copies will be made available to the **COUNTY** on request prior to final payment for the **ANNUAL CONSULTANT'S** services.

5.3.2 At the end of each one (1) year period and during the renewal process, the unburdened (raw) rates may be adjusted by negotiation as an “equitable adjustment”, if the cost of living index (Consumer Price Index (CPI)) supports an increase. However, the multiplier agreed to under the original **CONTRACT** SHALL NOT be changed.

5.3.3 If the proposed adjustments to the unburdened rates include inflationary increases, the percentage of such increase must be justified as being consistent with prior increases to the employees. This may be accomplished by providing a certified schedule of the employee’s wage rates which show annual increases for the two (2) previous years, including the “anniversary” date of the increase. This schedule shall clearly distinguish between raises given as a result of promotions, change of job, etc., and other increases (inflationary, cost-of-living, and merit). Wage rate verification should be current payroll registers certified by an Officer of the Company, stating that the rates are accurate. The wage rate information must reference the **ANNUAL CONSULTANT’S** employee names and job classification to those contained in the proposal.

5.4 Definitions

5.4.1 The Salary Costs used as a basis for payment shall mean the actual salaries and wages paid to principals and employees engaged on the **PROJECT**. Time spent on this **PROJECT** by stenographers, typists and clerk skills shall not be charged to the **PROJECT** nor shall any fringe benefits such as social security contributions, unemployment, excise and payroll taxes, workman's compensation, etc., be included in the Salary Costs.

5.4.2 Reimbursable Expenses shall mean the actual expenses of soils testing, printing and similar **PROJECT** related items when authorized by the **COUNTY**.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

Opinions of Cost - Since **ANNUAL CONSULTANT** has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the **ANNUAL CONSULTANT'S** opinions of probable construction cost provided for herein are to be made on the basis of the **ANNUAL CONSULTANT'S** experience and qualifications and represent the **ANNUAL CONSULTANT'S** best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the **ANNUAL CONSULTANT** cannot and does not guarantee that proposals, bids or actual construction costs will not vary from opinions of probable cost prepared by the **ANNUAL CONSULTANT**. If prior to the Bidding or Negotiating Phase, the **COUNTY** wishes greater assurance as to construction costs, the **COUNTY** shall employ an independent cost estimator.

SECTION 7 - GENERAL CONSIDERATION

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:

- 7.1.1** Stop work on the date and to the extent specified.
- 7.1.2** Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- 7.1.3** Transfer all work in process, completed work, and other materials related to the terminated work to the **COUNTY**.
- 7.1.4** Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

7.2 Disclosure and Ownership of Documents

7.2.1 Upon completion and acceptance of the final work, the **ANNUAL CONSULTANT** shall furnish to the **COUNTY** the original drawings, field notes and all documents and materials prepared by and for the **COUNTY** under this **CONTRACT**. The **ANNUAL CONSULTANT** may keep a reproducible set of the original drawings and shall keep all other data collected during the provision of the services. The **COUNTY** may, at its expense, obtain copies of any data which the **ANNUAL CONSULTANT** has accumulated in the process of providing the services on this project tasks. Any reuse without written verification or adaptation by the **ANNUAL CONSULTANT** for the specific purpose intended will be at the **COUNTY'S** sole risk and without liability or legal exposure to the **ANNUAL CONSULTANT**.

7.2.2 All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the **COUNTY** or at its expense will be kept confidential by the **ANNUAL CONSULTANT** and will not be disclosed to any other party, directly or indirectly, without the **COUNTY'S** prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this **CONTRACT** at the **COUNTY'S** expense shall be, and remain, the **COUNTY'S** property, and may be reproduced and reused at the discretion of the **COUNTY**.

7.2.3 The **COUNTY** and the **ANNUAL CONSULTANT** shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

7.2.4 All covenants, agreement, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this **CONTRACT** and the consummation of the transactions contemplated hereby.

7.3 Reuse of Documents

Notwithstanding any breach of this **CONTRACT** by either party nor the status of payment to the **ANNUAL CONSULTANT**, nor the **COUNTY'S** exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of the **ANNUAL CONSULTANT'S** services, or authorized by the **COUNTY** as a reimbursable expense, whether generated directly by the **ANNUAL CONSULTANT**, or by or in conjunction or consultation with any other party whether or not a party to this **CONTRACT**, whether or not in privity of **CONTRACT** with the **COUNTY** or **ANNUAL CONSULTANT**, and wherever located shall be the property of the **COUNTY**.

7.4 Insurance

ANNUAL CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this **CONTRACT**, insurance coverages and limits (including endorsements), as described herein. In addition, **ANNUAL CONSULTANT** agrees to provide the **COUNTY** with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverage taking place during the life of this **CONTRACT**. The requirements contained herein, as well as **COUNTY'S** review or acceptance of insurance maintained by **ANNUAL CONSULTANT** are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **ANNUAL CONSULTANT** under the **CONTRACT**.

7.4.1 Commercial General Liability

ANNUAL CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. **ANNUAL CONSULTANT** shall provide this coverage on a primary basis.

7.4.2 Business Automobile Liability

ANNUAL CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Accident for all owned, non-owned and hired automobiles. In the event **ANNUAL CONSULTANT** doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing **ANNUAL CONSULTANT** to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. **ANNUAL CONSULTANT** shall provide this coverage on a primary basis.

7.4.3 Worker's Compensation Insurance & Employers Liability

ANNUAL CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. **ANNUAL CONSULTANT** shall provide this coverage on a primary basis.

7.4.4 Professional Liability

ANNUAL CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$40,000**, **COUNTY** reserves the right, but not the obligation, to review and request a copy of **ANNUAL CONSULTANT'S** most

recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, **ANNUAL CONSULTANT** shall maintain a Retroactive Date prior to or equal to the effective date of this **CONTRACT**. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an “occurrence” or “claims - made” form. If coverage is provided on a “claims - made” form the Certificate of Insurance must also clearly indicate the “retroactive date” of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this **CONTRACT**, **ANNUAL CONSULTANT** shall purchase a SERP with a minimum reporting period not less than 3 years. **ANNUAL CONSULTANT** shall provide this coverage on a primary basis.

7.4.5 Additional Insured

ANNUAL CONSULTANT shall endorse the **COUNTY** as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.” **ANNUAL CONSULTANT** shall provide the Additional Insured endorsements coverage on a primary basis.

7.4.6 Waiver of Subrogation

ANNUAL CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then **ANNUAL CONSULTANT** shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should **ANNUAL CONSULTANT** enter into such an agreement on a pre-loss basis.

7.4.7 Certificate(s) of Insurance

Prior to execution of this **CONTRACT**, **ANNUAL CONSULTANT** shall deliver to the **COUNTY** a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this **CONTRACT** have been obtained and are in full force and effect. In addition, **ANNUAL CONSULTANT** agrees to notify **COUNTY** of any cancellation, non-renewal or material change taking place during the life of this **CONTRACT**. The certificate of insurance shall be issued to

**Palm Beach County
c/o JDi Data Corporation
100 W Cypress Creek Rd, Suite 1052
Ft. Lauderdale, FL 33309**

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the **COUNTY** via the Insurance Company/Agent within a time frame specified by the **COUNTY** (normally within 2 working days of request).

7.4.8 Umbrella or Excess Liability

If necessary, **ANNUAL CONSULTANT** may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The **COUNTY** shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.4.9 Right to Review

COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this **CONTRACT**. **COUNTY** reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

7.5 Indemnification

ANNUAL CONSULTANT shall indemnify and hold harmless the **COUNTY**, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the **ANNUAL CONSULTANT** and other persons employed or utilized by the **ANNUAL CONSULTANT** in the performance of the **CONTRACT**.

7.6 Controlling Law and Venue

This **CONTRACT** is to be governed by the laws of the State of Florida. The parties agree that venue for any action which in any way arises out of this **CONTRACT** shall only be in a state court of competent jurisdiction located in Palm Beach County, Florida.

7.7 Successors and Assigns

7.7.1 The **COUNTY** and the **ANNUAL CONSULTANT** each binds itself and the partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this **CONTRACT**. Except as above, neither the **COUNTY** nor the **ANNUAL CONSULTANT** shall assign, sublet, convey or transfer its interest in this **CONTRACT** without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the **COUNTY**, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the **COUNTY** and the **ANNUAL CONSULTANT**.

7.7.2 Neither the **COUNTY** nor the **ANNUAL CONSULTANT** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this **CONTRACT** without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **CONTRACT**. Nothing contained in this paragraph shall prevent the **ANNUAL CONSULTANT** from employing such independent professional associates and consultants as the **ANNUAL CONSULTANT** may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this **CONTRACT** shall be construed to give any rights or benefits in this **CONTRACT** to anyone other than the **COUNTY** and the **ANNUAL CONSULTANT**, and all duties and responsibilities undertaken pursuant to this **CONTRACT** will be for the sole and exclusive benefit of the **COUNTY** and the **ANNUAL CONSULTANT** and not for the benefit of any other party.

7.8 Subcontracting

The **COUNTY** reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this **CONTRACT**. The **ANNUAL CONSULTANT** is encouraged to seek small business enterprises for participation in subcontracting opportunities. If a subcontractor fails to perform or make progress, as required by this **CONTRACT**, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the **ANNUAL CONSULTANT** shall promptly do so, subject to acceptance of the new subcontractor by the **COUNTY**. If the **ANNUAL CONSULTANT** uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this **CONTRACT**, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the **ANNUAL CONSULTANT** shall promptly do so, subject to acceptance of the new subcontractor by the **COUNTY**.

The **ANNUAL CONSULTANT** agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event **ANNUAL CONSULTANT** fails to comply with payments(s) to its subconsultants in accordance with the Florida Prompt Payment Act, **ANNUAL CONSULTANT** shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its **CONTRACT** with the County, or any other applicable law.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. The **ANNUAL CONSULTANT** has committed to **43%** for this **PROJECT**.

The **ANNUAL CONSULTANT** agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of **CONTRACT**.

The **ANNUAL CONSULTANT** has provided **EXHIBIT D** (Letter's of Intent) attached hereto indicating the specific participation.

The **ANNUAL CONSULTANT** understands that each SBE firm utilized on this **CONTRACT** must be certified by Palm Beach County in order to be counted toward the **CONTRACT** goal.

The **ANNUAL CONSULTANT** understands that it is the responsibility of the County Department letting the **CONTRACT** and the SBE Office to monitor compliance with the SBE Ordinance requirements. In that regard, the **ANNUAL CONSULTANT** agrees to furnish progress payment reports, with each billing, to both parties on the progress of the SBE participation for this **CONTRACT**.

The **ANNUAL CONSULTANT** further agrees to provide the SBE Office with a copy of the **ANNUAL CONSULTANT'S** contract with the SBE subcontractor or any other related documentation upon request.

The **ANNUAL CONSULTANT** understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the **CONTRACT** as it relates to the use of SBE firms.

The **ANNUAL CONSULTANT** will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this **CONTRACT**. Requests for substitutions of SBE's must be submitted to the **COUNTY'S** representative and to the Office of

Small Business Assistance.

The **ANNUAL CONSULTANT** understands that he/she is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other bidders or potential bidders.

The **ANNUAL CONSULTANT** agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the **COUNTY** to inspect such records.

The **ANNUAL CONSULTANT** shall certify in writing that all subcontractors, subconsultants and suppliers have been paid for work and materials from previous progress payments received, less any retainage, by the **ANNUAL CONSULTANT** prior to receipt of any further progress payments. During the term of the **CONTRACT** and upon completion of the **CONTRACT**, the **COUNTY** may request documentation to certify payment to subcontractors, subconsultants or suppliers. This provision in no way creates any contractual relationship between any subcontractor, subconsultant, or supplier and the **COUNTY** or any liability on the **COUNTY** for the **ANNUAL CONSULTANT'S** failure to make timely payment to the subcontractor, subconsultant or supplier.

7.9 Personnel

The **ANNUAL CONSULTANT** represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this **CONTRACT**. Such personnel shall not be employees of or have any contractual relationship with the **COUNTY**.

All of the services required hereinunder shall be performed by the **ANNUAL CONSULTANT** or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the **ANNUAL CONSULTANT'S** key personnel, as may be listed in **EXHIBIT A**, must be made known to the **COUNTY'S** representative and written approval must be granted by the **COUNTY'S** representative before said change or substitution can become effective.

The **ANNUAL CONSULTANT** warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the **ANNUAL CONSULTANT'S** personnel (and all Subcontractors), while on County premises, will comply with all **COUNTY** requirements governing conduct, safety and security.

7.10 Availability of Funds

The COUNTY'S performance and obligation to pay under this CONTRACT is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

7.11 Conflict of Interest

The ANNUAL CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance of services.

The ANNUAL CONSULTANT shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the ANNUAL CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ANNUAL CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the ANNUAL CONSULTANT. The COUNTY agrees to notify the ANNUAL CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the ANNUAL CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ANNUAL CONSULTANT, the COUNTY shall so state in the notification and the ANNUAL CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the ANNUAL CONSULTANT under the terms of this CONTRACT.

7.12 Independent Contractor Relationship

The ANNUAL CONSULTANT and subconsultants are, and shall be, in the performance of all work services and activities under this CONTRACT, Independent Contractors, and not employees, agents, or servants of the COUNTY. The ANNUAL CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this CONTRACT. The ANNUAL CONSULTANT shall be responsible to the COUNTY for all the work or services performed by the ANNUAL CONSULTANT or any person or firm engaged as a subcontractor to perform work in fulfillment of this CONTRACT.

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 three (3) years after final payment and release of retainage 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.

7.14 Severability

If any term or provision of this **CONTRACT**, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this **CONTRACT**, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this **CONTRACT** shall be deemed valid and enforceable to the extent permitted by law.

7.15 Entirety of Contractual Agreement

The **COUNTY** and the **ANNUAL CONSULTANT** agree that this **CONTRACT** sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this **CONTRACT** may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

During the term of this **CONTRACT**, the **COUNTY** may require professional services that are the same or similar to those described in this **CONTRACT**. The **COUNTY** may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants' Competitive Negotiation Act. If the **COUNTY** so elects, it is mutually understood that the relationship between the **ANNUAL CONSULTANT** and the **COUNTY** under this **CONTRACT** shall be considered as neither barring the **ANNUAL CONSULTANT** from, nor granting special consideration to the **ANNUAL CONSULTANT**, in participating in the selection process for a consultant to provide such additional services.

7.16 Office of the Inspector General

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 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.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 Federal & State Tax

The **COUNTY** is exempt from payment of Florida State Sales and Use Taxes. The **COUNTY** will sign an exemption certificate submitted by the **ANNUAL CONSULTANT**. The **ANNUAL CONSULTANT** shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the **COUNTY**, nor is the **ANNUAL CONSULTANT** authorized to use the **COUNTY'S** Tax Exemption Number in securing such materials.

The **ANNUAL CONSULTANT** shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this **CONTRACT**.

8.2 The following Exhibits are attached to and made a part of this **CONTRACT**.

8.2.1 EXHIBIT A: Scope of Services

8.2.2 EXHIBIT B: Fee Summary

8.2.3 EXHIBIT C: Truth in Negotiation, Prohibition Against Contingent Fees & Public Entity Crimes Statements, Conflict of Interest Disclosure Form, Disclosure of Ownership Interests Form (if applicable).

8.2.4 EXHIBIT D: Letters of Intent to Perform as an SBE and/or M/WBE (if applicable).

8.3 This **CONTRACT** (consisting of pages 1 to 26, inclusive), together with the Exhibits and Schedules identified above constitute the entire agreement between the **COUNTY** and the **ANNUAL CONSULTANT** and supersedes all prior written or oral understandings. This **CONTRACT** and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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.

SECTION 10 - REGULATIONS; LICENSING REQUIREMENTS

The **ANNUAL CONSULTANT** shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. **ANNUAL CONSULTANT** is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION 11 - ARREARS

The **ANNUAL CONSULTANT** shall not pledge the **COUNTY'S** credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The **ANNUAL CONSULTANT** further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this **CONTRACT**.

SECTION 12 - NONDISCRIMINATION

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.

SECTION 13 - AUTHORITY TO PRACTICE

The **ANNUAL CONSULTANT** hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the **COUNTY'S** representative upon request.

SECTION 14 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this **CONTRACT** by the **ANNUAL CONSULTANT** shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this **CONTRACT** are accurate, complete

and current as of the date of the **CONTRACT** and no higher than those charged the **ANNUAL CONSULTANT'S** most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the **COUNTY** 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. The **COUNTY** shall exercise its rights under this section within three (3) years following final payment.

SECTION 15 - REMEDIES

This **CONTRACT** shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the **CONTRACT** will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this **CONTRACT** is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this **CONTRACT**, including but not limited to any citizen or employees of the **COUNTY** and/or **ANNUAL CONSULTANT**.

SECTION 16 - EXCUSABLE DELAYS

The **ANNUAL CONSULTANT** shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the **ANNUAL CONSULTANT** or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the **ANNUAL CONSULTANT'S** request, the **COUNTY** shall consider the facts and extent of any failure to perform the work and, if the **ANNUAL CONSULTANT'S** failure to perform was without it or its subcontractors fault or negligence, the **CONTRACT** Schedule and/or any other affected provision of this **CONTRACT** shall be revised accordingly, subject to the **COUNTY'S** rights to change, terminate, or stop any or all of the work at any time.

SECTION 17 - CONTINGENT FEES

The **ANNUAL CONSULTANT** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **ANNUAL CONSULTANT** to solicit or secure this **CONTRACT** 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 the **ANNUAL**

CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this **CONTRACT**.

SECTION 18 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, 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 convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

SECTION 19 - MODIFICATIONS OF WORK

The **COUNTY** reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the **ANNUAL CONSULTANT** of the **COUNTY'S** notification of a contemplated change, the **ANNUAL CONSULTANT** shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the **COUNTY** of any estimated change in the completion date, and (3) advise the **COUNTY** if the contemplated change shall affect the **ANNUAL CONSULTANT'S** ability to meet the completion dates or schedules of this **CONTRACT**.

If the **COUNTY** so instructs in writing, the **ANNUAL CONSULTANT** shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the **COUNTY'S** decision to proceed with the change.

If the **COUNTY** elects to make the change, the **COUNTY** shall initiate a Contract Amendment and the **ANNUAL CONSULTANT** shall not commence work on any such change until such written amendment is signed by the **ANNUAL CONSULTANT** and approved and executed on behalf of Palm Beach County.

SECTION 20 - SCRUTINIZED COMPANIES

20.1 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.

20.2 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.

SECTION 21 - CHAPTER 119, F.S. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the **ANNUAL CONSULTANT**: (i) provides a service; and (ii) acts on behalf of the **COUNTY** as provided under Section 119.011(2) F.S., the **ANNUAL CONSULTANT** shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The **ANNUAL CONSULTANT** is specifically required to:

21.1. Keep and maintain public records required by the **COUNTY** to perform services as provided under this **CONTRACT**.

21.2. Upon request from the **COUNTY'S** Custodian of Public Records, provide the **COUNTY** 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 or as otherwise provided by law. The **ANNUAL CONSULTANT** further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

21.3 Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the **CONTRACT** term and following completion of the **CONTRACT**, if the **ANNUAL CONSULTANT** does not transfer the records to the public agency.

21.4 Upon completion of the **CONTRACT** the **ANNUAL CONSULTANT** shall transfer, at no cost to the **COUNTY**, all public records in possession of the **ANNUAL CONSULTANT** unless notified by **COUNTY'S** representative/liaison, on behalf of the **COUNTY'S** Custodian of Public Records, to keep and maintain public records required by the **COUNTY** to perform the service. If the **ANNUAL CONSULTANT** transfers all public records to the **COUNTY** upon completion of the **CONTRACT**, the **ANNUAL CONSULTANT** shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the **ANNUAL CONSULTANT** keeps and maintains public records upon completion of the **CONTRACT**, the **ANNUAL CONSULTANT** shall meet all applicable requirements for retaining public records. All records stored electronically by the **ANNUAL CONSULTANT** must be provided to **COUNTY**, upon request of the **COUNTY'S** Custodian

of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the ANNUAL CONSULTANT to comply with the requirements of this article shall be a material breach of this CONTRACT. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. ANNUAL CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

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

**Records Request, Palm Beach County Public Affairs Dept.
301 N. Olive Avenue
West Palm Beach, FL 33401
By email at: RECORDSREQUEST@PBCGOV.ORG
or by Telephone at: 561-355-6680**

SECTION 22 - NOTICES

All notices required in this CONTRACT shall be sent by certified mail, return receipt requested, hand delivery or other deliver service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Omelio A. Fernandez, P.E.
Palm Beach County Engineering Department
2300 N. Jog Road Room 3W-33
West Palm Beach, FL 33411

With copy to:

Yelizaveta B. Herman
Palm Beach County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

If sent to the **ANNUAL CONSULTANT**, notices shall be addressed to:

Rebecca Travis, P.E., Vice President
Baxter & Woodman, Inc. d/b/a Mathews Consulting, Inc.
477 S. Rosemary Avenue, Suite 330
West Palm Beach, FL 33401

SECTION 23 – ADDITIONAL REPORTING

The **COUNTY** requires the **ANNUAL CONSULTANT** to track during the **CONTRACT**, and report at the end of the **CONTRACT**, the county of residence of the **ANNUAL CONSULTANT's** employees and its subconsultants' employees. **ANNUAL CONSULTANT** agrees to prepare and provide the required report with its request for final payment.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have made and executed this CONTRACT for Annual Civil Engineering Services Contract as of the day and year first above written.

R2019 0714

OWNER:

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners:

JUN 04 2019

BY: *Mack Bernard*
Mack Bernard, Mayor

SEAL

ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

BY: *Sharon Bock*
(Deputy Clerk)



APPROVED AS TO TERMS AND CONDITIONS:

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

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

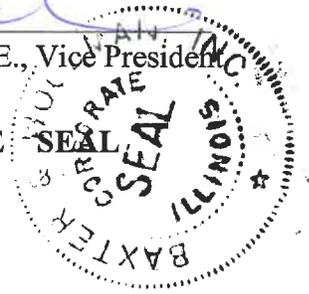
BY: *Yelzaveta B. Herman*
Yelzaveta B. Herman,
Assistant County Attorney

ANNUAL CONSULTANT:

Baxter & Woodman, Inc.
d/b/a Mathews Consulting

BY: *Rebecca Travis*
Rebecca Travis, P.E., Vice President

CORPORATE SEAL



ATTEST WITNESS:

BY: *DAVID ANAN*
(Print Name)

David Anan
(Signature)

BY: *Courtney Marshall*
(Print Name)

Courtney Marshall
(Signature)



March 22, 2019
Via Email Only

Ms. Holly B. Knight, P.E.
Contracts Section Manager
Palm Beach County Engineering & Public Works Department
Roadway Production Division
2300 N. Jog Road, 3rd Floor –West Wing
West Palm Beach, FL 33411-2745
HKnight@pbcgov.org

**Subject: Palm Beach County – Project No. 2018CIVIL
Civil Engineering Annual Services on a Work Task Order Basis**

Dear Ms. Knight,

We are pleased to present our understanding of the services and responsibilities of the consultant under the Civil Engineering Annual Services Contract. Upon issuance of a work task order, the consultant shall perform the services in accordance with standard industry practice, as described under the County's following categories:

3.02	General Highway Design w/Curb & Gutter, Access and Drainage
1.07	Environmental Studies
3.05	Traffic Operation Studies
5.02	Surveying
6.01	Geological/Geophysical Studies
7.01-7.05	Architect
9.01 & 9.02	Institutional & Recreational Facilities Electrical Engineering
10.01 & 10.02	Institutional & Recreational Facilities Structural Engineering
12.02	Environmental Audit/Site Investigation

More specifically this may include, but is not limited to:

1. Preliminary studies and reports
2. Property, right-of-way, boundary and engineering surveys
3. Surface water management designs; drainage systems design
4. Design of roadway and miscellaneous civil engineering improvements; including but not limited to:
 - a. Major and Minor Roadway Design
 - b. Intersection Improvements
 - c. Roadway Resurfacing Design
 - d. Pedestrian Sidewalk/Multi-Use Trail Design
 - f. Traffic Operations Studies
 - g. Traffic Calming Design

477 E. Rosemary Ave. Suite 330, West Palm Beach, FL 33409 - 561.655.6175

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- h. Signing & Pavement Marking
- i. Environmental Investigations and Studies
- j. Architectural Design
- k. Structural Design
- l. Electrical Design
- m. Geotechnical Testing and Studies
- 6. Agency permit applications
- 7. Opinion of probable construction costs
- 8. Bidding assistance
- 9. Other related studies and design activities

Please contact us if you require further information.

Sincerely,

**MATHEWS CONSULTING,
A BAXTER & WOODMAN COMPANY**

Rebecca Travis, P.E.
Vice President / Florida Division Manager

Cc: JaeAnn Dean – Jadean@pbcgov.org
File I:\WestPalmBeach\PALME\180996-Annual Civil Engr\Contracts20190322B&WScope\trAnnualCivilContract.docx

BAXTER & WOODMAN

477 S. Rosemary Ave., Suite 330, West Palm Beach, FL 33401 • 561.655.6175 • baxterwoodman.com

**ANNUAL CIVIL ENGINEERING SERVICES
ON A WORK TASK ORDER BASIS
PALM BEACH COUNTY**

*Rates OK
HK*

**BAXTER & WOODMAN, INC.
HOURLY LABOR RATE SCHEDULE
Effective February 2019 through February 2020**

<u>Personnel Category</u>	<u>Raw Rate</u>	<u>Multiplier</u>	<u>Hourly Rate</u>
Principal Engineer	68.42	2.85	\$195.00
Project Manager	63.16	2.85	\$180.00
Sr. Project Engineer	58.95	2.85	\$168.00
Project Engineer	43.86	2.85	\$125.00
Engineer Intern	31.00	2.85	\$88.35
Cadd Technician	29.00	2.85	\$82.65

Multiplier Calculation

Salary	1.00
Fringe Benefits	0.79
Total Overhead	0.73
Subtotal	2.52
Profit at 13%	0.33
TOTAL	2.85

CERTIFICATION

The above is true and correct to the best of my knowledge.



Rebecca Travis, Vice President

March 5, 2019
Date

CERTIFICATION STATEMENTS

Project: Civil Engineering Annual Services

Project No.: On A Work Task Order Basis

Consultant/Annual Consultant: Baxter & Woodman, Inc. d/b/a Mathews Consulting

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Contract, the **CONSULTANT/ANNUAL CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this Contract.

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

By entering into this Contract the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this Contract.

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Contract or performing any work in furtherance hereof, the **CONSULTANT/ANNUAL CONSULTANT** certifies that it, its affiliates, suppliers, sub-contractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).



Rebecca Travis, P.E., Vice President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Civil Engineering Annual Services

Exhibit "C"
Page 2 of 2

Project No.: On A Work Task Order Basis

CONSULTANT/ANNUAL CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:
None

(Attach additional sheets as needed)

CONSULTANT/ANNUAL CONSULTANT further represents that it presently has no interest and shall acquire no interest which would conflict with performance of services solicited herein, as provided for in Chapter 112, Part III, Florida Statutes, and Section 2-441, et seq., the Palm Beach County Code of Ethics. The CONSULTANT/ANNUAL CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

CONSULTANT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/ANNUAL CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/ANNUAL CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/ANNUAL CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/ANNUAL CONSULTANT shall not enter into said association, interest or circumstance.

By signing below, CONSULTANT/ANNUAL CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

THIS DISCLOSURE is submitted by Rebecca Travis, P.E., as Vice President, of Baxter & Woodman, Inc. d/b/a Mathews Consulting.

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the CONSULTANT/ANNUAL CONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/ANNUAL CONSULTANT.



(Signature)



(Date)

OEBO SCHEDULE 1

APR 22 2019

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Civil Engineering Annual Services

SOLICITATION/PROJECT/BID No.: _____

NAME OF PRIME RESPONDENT/BIDDER: Baxter & Woodman, Inc. dba Mathews Consulting

ADDRESS: 477 S Rosemary Ave #330, WPB, FL 33401

CONTACT PERSON: Rebecca Travis

PHONE NO.: 561-655-6175

E-MAIL: rtravis@baxterwoodman.com

SOLICITATION OPENING/SUBMITTAL DATE: _____

DEPARTMENT: Roadway Production

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)					DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Baxter & Woodman, 477 S. Rosemary Ave, #330, WPB, FL ⁺	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___	___	___	___	55%
2. Colome & Assoc, 530 24th St WPB, FL 33407, 561-833-9147	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___	___	2%	___	___
3. Dennis J. Leavy, 460 Business Pk Wy, Suite B, RPB, FL 33411 ⁺	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	___	___	___	___	18%
4. Electrical Design Assoc, 8401 LW Rd, Suite 221, LW FL33467 ⁺	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	___	___	8%	___	___
5. JLA Geosciences, 1907 Commerce Ln, Suite 104, ⁺	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	___	___	___	___	2%

(Please use additional sheets if necessary)

Total Bid Price \$ 100% Total SBE - M/WBE Participation 43%

I hereby certify that the above information is accurate to the best of my knowledge: Rebecca Travis Signature Title Vice President

- Note:**
- The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 - Modification of this form is not permitted and will be rejected upon submittal.

Exhibit "D"
Page 1 of 11

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Civil Engineering Annual Services

NAME OF PRIME RESPONDENT/BIDDER: Baxter & Woodman, Inc. dba Mathews Consulting

CONTACT PERSON: Rebecca Travis

SOLICITATION OPENING/SUBMITTAL DATE: _____

SOLICITATION/PROJECT/BID No.: _____

ADDRESS: 477 S Rosemary Ave #330, WPB, FL 33401

PHONE NO.: 561-655-6175

E-MAIL: rtravis@baxterwood.com

DEPARTMENT: Roadway Production

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE **PRIME CONTRACTOR/CONSULTANT** ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE Small Business	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Radise Intl, 4152 W Blue Heron, Suite 1114, Riv Bch, FL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	10% Asian
2. Terracon, 1225 Omar Rd, WPB, FL 33405, 689-4299	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	2%	_____
3. Alan Gerwig & Assoc, 12798 FH Blvd, Suite 204, Wellington, FL	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	3%	_____
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid Price \$ 100%

Total _____ 0% _____ 0% _____ 10% _____ 80% _____ 10%

Total SBE - M/WBE Participation 43%

Rebecca Travis
Signature

Vice President
Title

I hereby certify that the above information is accurate to the best of my knowledge:

- Note:**
- The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 - Modification of this form is not permitted and will be rejected upon submittal.

Exhibit "D"
Page 2 of 11

OEBO LETTER OF INTENT – SCHEDULE 2

Exhibit "D"
Page 3 of 11

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: Civil Engineering Annual Services on a Task order Basis

Name of Prime: Baxter & Woodman, Inc., dba Mathews Consulting

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female African-American/Black Asian American Caucasian American
 Hispanic American Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
3.02, 3.05	Highway/Drainage Design; Traffic Operations				55%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 55%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

N/A
Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: N/A

Baxter & Woodman, Inc.

Print Name of Prime

By: 
Authorized Signature

Rebecca Travis

Print Name

Vice President

Title

Date: 4/25/19

Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Print Name

Title

Date: _____

OEBO LETTER OF INTENT – SCHEDULE 2

Exhibit "D"
Page 4 of 11

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: Civil Engineering Annual Services

Name of Prime: Baxter & Woodman, Inc. DBA Mathews Consulting, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 12/28/2018

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female African-American/Black Asian American Caucasian American
 Hispanic American Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
1	Civil and Structural Design Services				3 %

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 3%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____
Name of 2nd/3rd tier Subcontractor/subconsultant

Baxter + Woodman, Inc.
Print Name of Prime
By: [Signature]
Authorized Signature
Rebecca Travis
Print Name
Vice President
Title
Date: 4/10/19

Alan Gerwig & Associates, Inc.
Print Name of Subcontractor/subconsultant
By: [Signature]
Authorized Signature
Alan Gerwig
Print Name
President
Title
Date: 4/9/2019

OEBO LETTER OF INTENT – SCHEDULE 2

Exhibit "D"
Page 5 of 11

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: Civil Engineering Annual Services on a Work Task order Basis

Name of Prime: Baxter & Woodman, dba Mathews Consulting

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 3/14/19

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female African-American/Black Asian American Caucasian American
 Hispanic American Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
7.01-7.05	Architectural Services	-	1	-	2%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 2%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

n/a
Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: 0%

Baxter & Woodman
Print Name of Prime

By: [Signature]
Authorized Signature

Rebecca Travis
Print Name

Vice President
Title

Date: 4/17/19

Colomé & Associates, Inc.
Print Name of Subcontractor/subconsultant

By: [Signature]
Authorized Signature

Elizabeth A. G. Colomé
Print Name

President
Title

Date: 4/16/19

OEBO LETTER OF INTENT – SCHEDULE 2

Exhibit "D"
Page 6 of 11

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2018Civil

SOLICITATION/PROJECT NAME: Civil Engineering Annual Services on a Work Task Order Basis

Name of Prime: Baxter & Woodman, Inc. d/b/a Mathews Consulting

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 02-25-19

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female African-American/Black Asian American Caucasian American
 Hispanic American Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	5.02 Surveying				18%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 18%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant _____ Price or Percentage: _____

Baxter + Woodman, Inc
 -Civil Engineering Annual Services on a Work Task Order Basis
 Print Name of Prime
 By: [Signature]
 Authorized Signature
Rebecca Travis
 Print Name
Vice President
 Title
 Date: 4/11/19

Dennis J. Leavy & Associates, Inc.
 Print Name of Subcontractor/subconsultant
 By: [Signature]
 Authorized Signature
David A. Bower
 Print Name
Vice President
 Title
 Date: 04-10-19

OEBO LETTER OF INTENT – SCHEDULE 2

Exhibit "D"
Page 7 of 11

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: CIVIL ENGINEERING ANNUAL SERVICES ON A WORK TASK ORDER BASIS

Name of Prime: Baxter & Woodman, Inc. dba Mathews Consulting

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 6/7/18-6/6/21

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female African-American/Black Asian American Caucasian American
 Hispanic American Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
9.01 & 9.02	Institutional and Recreational Facilities Electrical Engineering	---	1	---	8%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 8%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

N/A Price or Percentage: 0%

Name of 2nd/3rd tier Subcontractor/subconsultant

Baxter & Woodman, Inc. dba Mathews Consulting
Print Name of Prime

By:
Authorized Signature

Rebecca Travis, P.E.
Print Name

Vice-President
Title

Date: 4/11/19

Electrical Design Associates, Inc.
Print Name of Subcontractor/subconsultant

By:
Authorized Signature

Lillian M. Reyes, P.E.
Print Name

President
Title

Date: April 10, 2019

OEBO LETTER OF INTENT – SCHEDULE 2

Exhibit "D"
Page 9 of 11

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: TWO Basis

SOLICITATION/PROJECT NAME: Civil Engineering Annual Services, Palm Beach Co.

Name of Prime: Baxter & Woodman Consulting Engineers

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 12/13/2017

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

- Male Female African-American/Black Asian American Caucasian American
 Hispanic American Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
6.01	Geological/Geophysical Studies				10%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 10%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____
 Name of 2nd/3rd tier Subcontractor/subconsultant

Baxter & Woodman, Inc
 Print Name of Prime
 By: Rebecca Travis
 Authorized Signature
Rebecca Travis
 Print Name
Vice President
 Title
 Date: 4/12/19

RADISE International, LC
 Print Name of Subcontractor/subconsultant
 By: [Signature]
 Authorized Signature
Kumar Allady, P.E.
 Print Name
CEO
 Title
 Date: 04/11/2019

OEBO LETTER OF INTENT – SCHEDULE 2

Exhibit "D"
Page 10 of 11

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: Civil Engineering Annual Services on Work Task Order Basis

Name of Prime: Baxter & Woodman, Inc. d/b/a Mathews Consulting

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): NA

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female African-American/Black Asian American Caucasian American
 Hispanic American Native American

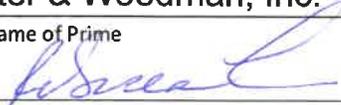
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1.07	Environmental Studies	NA	NA	NA	2%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 2%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

NA Price or Percentage: NA
Name of 2nd/3rd tier Subcontractor/subconsultant

Baxter & Woodman, Inc.
Print Name of Prime
By: 
Authorized Signature
Rebecca Travis, P.E.
Print Name
Vice President
Title
Date: April 10, 2019

Terracon Consultants, Inc.
Print Name of Subcontractor/subconsultant
By: 
Authorized Signature
Kevin Aubry, P.E.
Print Name
Principal Geotechnical Engineer
Title
Date: April 10, 2019



CERTIFICATE OF AUTHORITY

Please be advised that Kevin E. Aubry is a Senior Engineer for the West Palm Beach, Florida office of Terracon Consultants, Inc. ("Terracon"). Under Terracon's internal risk management policy Mr. Aubry is authorized to execute contracts on behalf of Terracon Consultants, Inc. for services to be provided by Terracon Consultants, Inc. less than or equal to \$250,000 in contract fees.

Michael J. Yost, Corporate Secretary

7-12-18
Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/17/2019

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 Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062	CONTACT NAME: PHONE (A/C, No, Ext): (847) 412-1414 FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Baxter & Woodman, Inc., dba Mathews Consulting a Baxter & Woodman Company 477 S. Rosemary Ave., #330 West Palm Beach FL 33401	INSURER A: Valley Forge Ins Co NAIC # 20508	
	INSURER B: Continental Insurance Co	
	INSURER C: Continental Casualty Company	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1911799414 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> primary/non contributory <input checked="" type="checkbox"/> sub to written contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6045872351	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6045872348	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			6045872365	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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/A	6045872379	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEH591900841	1/1/2019	1/1/2020	Per claim \$5,000,000 Aggregate \$5,000,000

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

Re: For all projects with Palm Beach County Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers and employees are included as additional insureds per blanket endorsement as respect GL/Auto/Umbrella, subject to written contract requiring same. GL/Auto are primary & non-contributory. Waiver of subrogation applies GL/Auto/WC. Retroactive Date: Full - PL policy is written on a claims made and reported basis.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County c/o JDi Data Corporation 100 W Cypress Creek Rd. Suite 1052 Ft Lauderdale, FL 33309	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 Michael Christian/CID <i>M.C. Christian</i>

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