Department of Engineering and Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com

Palm Beach County Board of County Commissioners
Paulette Burdick, Mayor
Melissa McKinlay, Vice Mayor
Hal R. Valeche
Dave Kerner
Steven L. Abrams
Mary Lou Berger
Mack Bernard

County Administrator
Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

November 14, 2017

RADISE International, L.C.
4152 West Blue Heron Boulevard, Suite 1114
Riviera Beach, Florida 33404
Attn: Mr. Kumar A. Allady, P.E., President

RE: CONSTRUCTION MATERIALS TESTING, GEOTECHNICAL ENGINEERING AND INSPECTION SERVICES CONTRACT ON AN ANNUAL WORK TASK ORDER BASIS RESOLUTION NO.: R2017-1659 CONTRACT DATED: NOVEMBER 7, 2017

Mr. Allady:

This letter serves as your **"Notice to Proceed"** with the above referenced Annual Service, which was approved by the Board of County Commissioners (Board) on November 7, 2017 (R2017-1659).

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 Holly Knight at 561-684-4122.

Sincerely,

Omelio A. Fernandez, P.E., Director
Roadway Production Division

OAF:jd

Attachment
pc: Administrative Services, Fiscal (NTP)
Contract Development & Control
Office of Small Business Assistance
Finance Department
CCNA File (w/original)
Mark Tomlinson, Director, Construction Coordination
John Chesher, Director of Capital Improvements
James Stiles, Director of Water Utilities
Rob Robbins, Director of E.R.M
Bruce Pelly, Director of Airports
Bill Grieve, Environmental Services Department, City of Delray Beach
ec: Omelio A. Fernandez, P.E., Director, Roadway Production Division
L. Morton Rose, P.E., Assistant Director, Roadway Production Division
Holly B. Knight, P.E., Contracts Section Manager, Roadway Production Division
Vanessa Jagoo, TA II, Roadway Production Division

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R2017 1659

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

This is a Contract made as of NOV 0 7 2017, 2017 between **Palm Beach County (COUNTY)**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and **RADISE International, L.C. (ANNUAL CONSULTANT)**, an engineering firm having an office and a place of business at 4152 West Blue Heron Boulevard, Suite 1114, Riviera Beach, Florida 33404, and having Federal Tax I.D. #65-0785837. The **COUNTY** intends to have the **ANNUAL CONSULTANT** provide construction materials testing, geotechnical engineering and inspection (testing lab) 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 testing lab 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 General

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

1.1.2 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".**

1.1.3. 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.

1.1.4 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**.

1.1.5 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.

SECTION 2 - **ADDITIONAL SERVICES OF ANNUAL CONSULTANT**

2.1 Services 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 2.1.1 through 2.1.9 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.

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

2.1.2. 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**.

2.1.3. 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.

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

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

2.1.6. 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.

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

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

2.1.9. 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 testing lab 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 **3.0** for services rendered by principals and employees assigned to the **PROJECT** plus all reimbursable expenses.

5.1.2.2. **(DELETED)**

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

5.1.5. 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 Basic Services are completed. There will be no additional payments until all Services, including permits, but with the exception of any Optional Services, are completed and accepted by the **COUNTY**.

5.2.2. Upon satisfactory completion of all Services, including permits, described in this Contract and approval and acceptance of the plans by the **COUNTY** full payment for all completed Services provided, will be made and

the contract will be closed. If the contract has an authorization for Post Design Services, the Contract will remain open until all Post Design Services (if applicable) are complete.

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

5.2.4 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.**

5.3. **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**, in accordance with law.

SECTION 6 - **CONSTRUCTION COST AND OPINIONS OF COST**

6.1. **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 canceled by the **ANNUAL CONSULTANT** upon thirty (30) days prior written notice to the **COUNTY** if, through no fault of the **ANNUAL CONSULTANT**, the **COUNTY** fails to cure any material
default by the **COUNTY** in its performance of the terms of this Contract. This Contract may also be terminated, in whole or in part, by the **COUNTY**, with or without cause, immediately upon 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 cancellation or termination. In the event of cancellation by the **ANNUAL CONSULTANT** or termination by the **COUNTY**, **ANNUAL CONSULTANT** agrees to waive and make no claim for lost profits or other consequential damages. After receipt of a Termination Notice and except as otherwise directed by the **COUNTY**, the **ANNUAL CONSULTANT** shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the **COUNTY**.

D. Continue and complete all parts of the work that have not been terminated.

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 notify **COUNTY** of any cancellation, non-renewal or material change 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.

It shall be the responsibility of the **ANNUAL CONSULTANT** to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801. Subsequently, the **ANNUAL CONSULTANT** shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at PBC.Contracts@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the **ANNUAL CONSULTANT** 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).

7.4.1 **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 Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

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 or 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**.

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 **90%** for this Contract.

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. Any SBE's which, for any reason, no longer remain associated with the Project shall be replaced by the **ANNUAL CONSULTANT** with other certified SBE's, unless approval to the contrary is granted by the **COUNTY**.

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 herein 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.

The **ANNUAL CONSULTANT** warrants that all services shall be performed by competent personnel in accordance with all applicable national, federal, state, and local professional and technical standards.

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 17, 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**

If **ANNUAL CONSULTANT'S** employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the **ANNUAL CONSULTANT** shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The **ANNUAL CONSULTANT** acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although **COUNTY** agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the **ANNUAL CONSULTANT** shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

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 **ANNUAL CONSULTANT** warrants and represents that 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 and expression, or genetic information pursuant to Palm Beach County Resolution R-2014-1421, as may be amended.

ANNUAL CONSULTANT has submitted to the **COUNTY** a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the **ANNUAL CONSULTANT** does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to **COUNTY** that **ANNUAL CONSULTANT** will conform to the **COUNTY's** non-discrimination policy as provided in R-2014-1421, as amended.

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 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 (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 on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, 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.

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

Notwithstanding anything contained herein, as provided under Section 119.070 I, 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:

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

B. 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.

C. 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.

D. 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 Department
301 N. Olive Avenue
West Palm Beach, FL 33401
By email at: RECORDSREQUEST@PBCGOV.ORG
Or by Telephone at: 561-355-6680

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

R2017 1659

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

NOV 0 7 2017

BY: Paulette Burdick
Paulette Burdick, Mayor

SEAL

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

BY: Tracey Powell
(Print Name) Deputy Clerk

Tracey Powell
(Signature)

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: Liz Herman
Liz Herman, Assistant County Attorney II

ANNUAL CONSULTANT:
RADISE International, L.C.

BY: Kumar A. Allady
Kumar A. Allady, P.E., President

CORPORATE SEAL

ATTEST WITNESS:

BY: Deborah Bestor
(Print Name)

(Signature)

BY: Greg Stelmack
(Print Name)

(Signature)

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Exhibit "A"

RE: Scope of Services for Annual Agreement (Standard From of Contract Between Palm Beach County and Annual Consultant for Professional Services) for Palm Beach County

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Our Scope of services for the Annual Contract on a task order basis for the Palm Beach County user departments will be as follows:

- Geotechnical Exploration and Engineering
- Materials Testing and Certification
- Non-Destructive Examination and Testing
- Threshold Inspection
- Pavement Design/Evaluation/Rehabilitation
- CEI Support and Quality Control

Items to be provided by County will be determined on a task order basis

RADISE
Infrastructure Engineers • Software Developers

August 29, 2017

TESTING LAB ANNUAL SERVICES 2017
RADISE International, L.C.
2017 - SCHEDULE OF FEES AND SERVICES

Rates OK HK

I. SOIL TESTING

1. Field Density Test (five [5] minimum) $30.00/test
2. Proctors $105.00/test
3. Florida Bearing Value Test..... $36.00/test
4. Limerock Bearing Ratio Test..... $300.00/test
5. Atterberg Limit..... $88.00/test
6. Carbonate Content Test..... $75.00/test
7. Organic Content Test..... $46.00/test
8. D.O.T. Corrosivity $185.00/test
9. Soil Observation (On Site) $58.00/hour
10. Natural Sample Moisture Content $15.45/test
11. Unit Weight and Moisture Content (Undisturbed Sample) $36.00/test

II. CONCRETE & MASONRY MATERIALS

1. Concrete Compression test (Min four [4] cylinders per trip)
   -Prepare cylinders & slump test on site, deliver to lab, and break $150.00/set
2. Additional Concrete cylinders ..... $17.00/cyl.
3. Concrete Compression test only [delivered to lab] ..... $16.00/cyl.
4. Slump test $12.00/test
5. Air Content Test.....$20.00/test
6. Stand-by.....$65.00/hr.
7. Grout Prism (Six [6] per set)
   - Includes preparation of Prism on site $100.00/set
8. 2" x 2" Mortar Cubes (Six [6] per set)
   -Includes preparation of Cubes on site $100.00/set
9. Additional Mortar cubes .....$15.50/ea.
10. Masonry Units
    A. Compressive Strength $78.00/unit
    B. Absorption $52.00/unit
11. Concrete Cores (Min. 3);
    - Secure, trim & test.... ..... $92.00/core
    - Testing of core [delivered to lab (Incl. Trim)] $41.00/core
12. Swiss Hammer Testing $58.00/hour
13. Windsor Probe Test (Min. 3 shots) $175.00/test
14. Additional Windsor Probe Tests $115.00/test

III. AGGREGATE TESTING

1. Grain size determination:
   A. Full grain size (8 sieves) $85.00/test
   B. Wash through (#200) $47.00/test
2. Sieve Analysis - Coarse Aggregate $90.00/test
3. Specific Gravity & Absorption of Fine or Coarse Aggregate $63.00/test

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IV. ASPHALT TESTING

1. Asphalt Cores (obtaining core samples) $60.00/each
2. Asphalt Extraction & Gradation $190.00/test
3. Asphalt Density and Thickness $35.00/test
4. Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows) $118.00/test
5. Coring Machine plus Generator Rental $400.00/trip
6. Super pav Resolution Testing
   - 6A. Gyratory Compaction, bulk specific gravity $250.00/test
   - 6B. Rice Testing $175.00/test

V. INSPECTION SERVICES

1. Concrete Inspection (on job-site or plant) $58.00/hour
2. Pile Driving Inspection $70.00/hour
3. Pre-Stress Yard Inspection $78.00/hour
4. Steel Inspection $78.00/hour
5. Threshold Inspection $105.00/hour
6. Asphalt Inspection (Plant or Roadway) $75.00/hour
7. PDA (Pile Dynamic Testing Services) $2000.00/test
8. Helical Pile Inspection $75.00/hour
9. Drill Shaft Logging / Inspection Services $75.00/hour

VI. FIELD EXPLORATIONS

1. Auger Borings $13.00/LF
2. Hand Augers $15.00/LF
3. Standard Penetration Drilling - Truck Rig w/Std Sampling (0' - 50') $15.00/LF
   (51' - 100') $18.00/LF
4. Grout Bore Holes - 0' - 50' $4.25/LF
   51' - 100' $5.25/LF
5. Casing - 0' - 50' $6.50/LF
   51' - 100' $7.50/LF
6. Static Cone Penetration Test (0' -100') $13.50/LF
7. Muck Probing (4 hr min.) $130.00/hour
8. Mobilization of Truck Mounted drilling equipment to project (Min. Charge):
   1. 50-mile travel $350.00/trip
   2. 100-mile travel $400.00/trip

VII. MISCELLANEOUS SERVICES

1. Foundation Analysis and Recommendation ..... TBN/Staff Hours
2. Percolation test $295.00/test
3. Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details) ... $35.00/LF
4. Plug & Abandon Monitoring Well, 25' Depth $145.00/hour

VIII. ENGINEERING AND PROFESSIONAL SERVICES

1. Principal Engineer (If Needed / At Option of PBC) $185.00/hour
2. Senior Geotechnical Engineer, PE $155.00/hour
3. Engineer, P.E. $135.00/hour
4. Staff Engineer $105.00/hour
5. Senior Engineering Technician $70.00/hour
6. Engineering Technician $58.00/hour
7. Drafter / CADD $68.00/hour

3.0 Multiplier

CERTIFICATION STATEMENT

PROJECT: **Construction Materials Testing, Geotechnical Engineering and Inspection Services**
PROJECT NO.: **On An Annual Work Task Order Basis**

CONSULTANT/ANNUAL CONSULTANT: **RADISE International, L.C.**

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).

Kumar A. Allady, P. E., President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: **Construction Materials Testing, Geotechnical Engineering and Inspection Services**
Project No.: **On An Annual 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:

_____

_____

_____

(Attach additional sheets as needed.)

CONSULTANT/ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance. 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.

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.

THIS DISCLOSURE is submitted by Kumar A. Allady, P.E., as
(Name of Individual)
President, of RADISE International, L.C.
(Title/Position) (Firm Name of CONSULTANT/ANNUAL CONSULTANT)
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) 7/19/2017 (Date)

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Revised 01/27/05

NON-DISCRIMINATION POLICY FORM
Contract No.: _____

Pursuant to Palm Beach County Resolution R-2014-1421 ("Resolution), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County ("County") that the County **"shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information."**

This Resolution requires that each organization or entity doing business with the County is "required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, **prior** to entering into any contract with the County." In the event an organization or entity does *not* have a written non-discrimination policy, such organization or entity "shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution."

Check one:

(__) Organization/Entity hereby attaches its non-discrimination policy, which is consistent with the County's Non-Discrimination Policy and Resolution.

OR

(X) Organization/Entity hereby acknowledges that it **does not** have a written non-discrimination policy and hereby **affirms by signing below** that its non-discrimination policy is in conformance with the County's Non-Discrimination Policy and Resolution.

ORGANIZATION / ENTITY INFORMATION:

RADISE International, L.C.
Name of Organization or Entity

Vishala
Signature

Vishalaxmi Allady
Name (type or print)

Vice President
Title

Rev. 06.13.2017

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Construction Materials Testing, Geotechnical Engineering and Inspection Services

PROJECT NO. OR BID NO.: On An Annual Work Task Order Basis

NAME OF PRIME BIDDER: RADISE International, L.C. **ADDRESS:** 4152 West Blue Heron Blvd., Suite 1114, Riviera Beach, FL 33404

CONTACT PERSON: Gregory Stelmack, PE **PHONE NO.:** 561-841-0103 **FAX NO.:** 561-841-0104

BID OPENING DATE: _____ **USER DEPARTMENT:** Engineering & Public Works

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUMBITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.

Name, Address and Phone Number	(Check one or both Categories) M/WBE: Minority Business	SBE: Small Business	DOLLAR AMOUNT OR PERCENTAGE OF WORK: Black	Hispanic	Women	Caucasian	Other (Please Specify)
RADISE International, LC 4152 West Blue Heron Blvd., Suite 1114 Riviera Beach, FL 33404 1.	x	x					90%
2.							
3.							
4.							
		Total					90%

(Please use additional sheets if necessary)

Total Bid Price $ _____

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 90%

Note:

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and N/WBE, please indicate the dollar amount or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 03/15/2011

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Exhibit "D"

RADIINT-01

DCHARRON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/22/2017

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 have ADDITIONAL INSURED provisions or 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
Collinsworth, Alter, Lambert, LLC
23 Eganfuskee Street
Suite 102
Jupiter, FL 33477

CONTACT NAME: Dianthe Charron
PHONE (A/C, No, Ext): (561) 776-9001 FAX (A/C, No): (561) 427-6730
E-MAIL ADDRESS: dcharron@callc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Monroe Guaranty Insurance Company	32506
INSURER B : Everest National Insurance Co	10120
INSURER C : National Trust Insurance Co	20141
INSURER D : FCCI Insurance Company	10178
INSURER E : Crum & Forster Specialty Ins	44520
INSURER F :	

INSURED
RADISE International, L.C.
4152 W Blue Heron Boulevard
Suite 1114
Riviera Beach, FL 33404

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			GL00151785	03/22/2017	03/22/2018	EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CF4CA00882171	03/22/2017	03/22/2018	COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $	1,000,000
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			UMB00186034	03/22/2017	03/22/2018	EACH OCCURRENCE $ AGGREGATE $	4,000,000 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		001WC17A66400	03/22/2017	03/22/2018	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $	1,000,000 1,000,000 1,000,000
E	Professional Liab			PKC104899	03/22/2017	03/22/2018	Claims Made	2,000,000
E	Pollution Liab			PKC104899	03/22/2017	03/22/2018	Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured including products and completed operations for general liability per CGL084, auto liability and umbrella liability when required by written contract. General Liability is primary and non-contributory when required by written contract. Waiver of subrogation applies to general liability, auto liability, and workers' compensation for the certificate holders when required by written contract. Umbrella extends over general liability, and employer's liability. Cancellation applies as per policy terms, conditions and exclusions.

RE: All Projects Performed in Palm Beach County
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, it Officers, Employees and Agents are named as an Additional Insured with respect to General Liability when required by written cobtract. Retro Date - Professional Liability - 08/26/2004.

CERTIFICATE HOLDER

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

CANCELLATION

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

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