

Agenda Item is over 50 pages can be reviewed
in the Minutes Department.

Agenda Item No.: 3-C-4

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: August 13, 2013

Consent **Regular**
 Workshop **Public Hearing**

Department:

Submitted By: Engineering & Public Works

Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Consent to Assignment of the annual agreement R2008-0161, for structural engineering services on a work task order basis from Corzo Castella Carballo Thompson Salman, P.A. (C3TS) to Stantec Consulting Services Inc. (Stantec).

SUMMARY: On February 5, 2008, the Board of County Commissioners approved the annual agreement R2008-0161 with C3TS for structural engineering services on a work task order basis. On November 30, 2012, Stantec acquired the assets of C3TS. C3TS has consented to assign their agreement to Stantec for the completion of an active work task order.

Countywide (MRE)

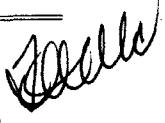
Background and Justification: On November 30, 2012, Stantec acquired the assets of C3TS. C3TS requested that Palm Beach County accept an assignment of their annual agreement for structural engineering services on a work task order basis to Stantec. Since professional services are still necessary for completion of a work task order for the 60th Street Bridge over the "M" Canal, the assignment of this agreement to Stantec will provide for continuation of these services. Staff recommends assignment of C3TS's agreement to Stantec.

Attachments:

1. Location Sketch
2. Consent to Assignment (2)
3. Asset Purchase Agreement dated November 30, 2012
4. Copy of Annual Agreement R2008-0161
5. State of Florida Licensing and Incorporation documents and Certificates of Insurance

Recommended by: 

Division Director

7/22/13 

Date

Approved by: 

County Engineer

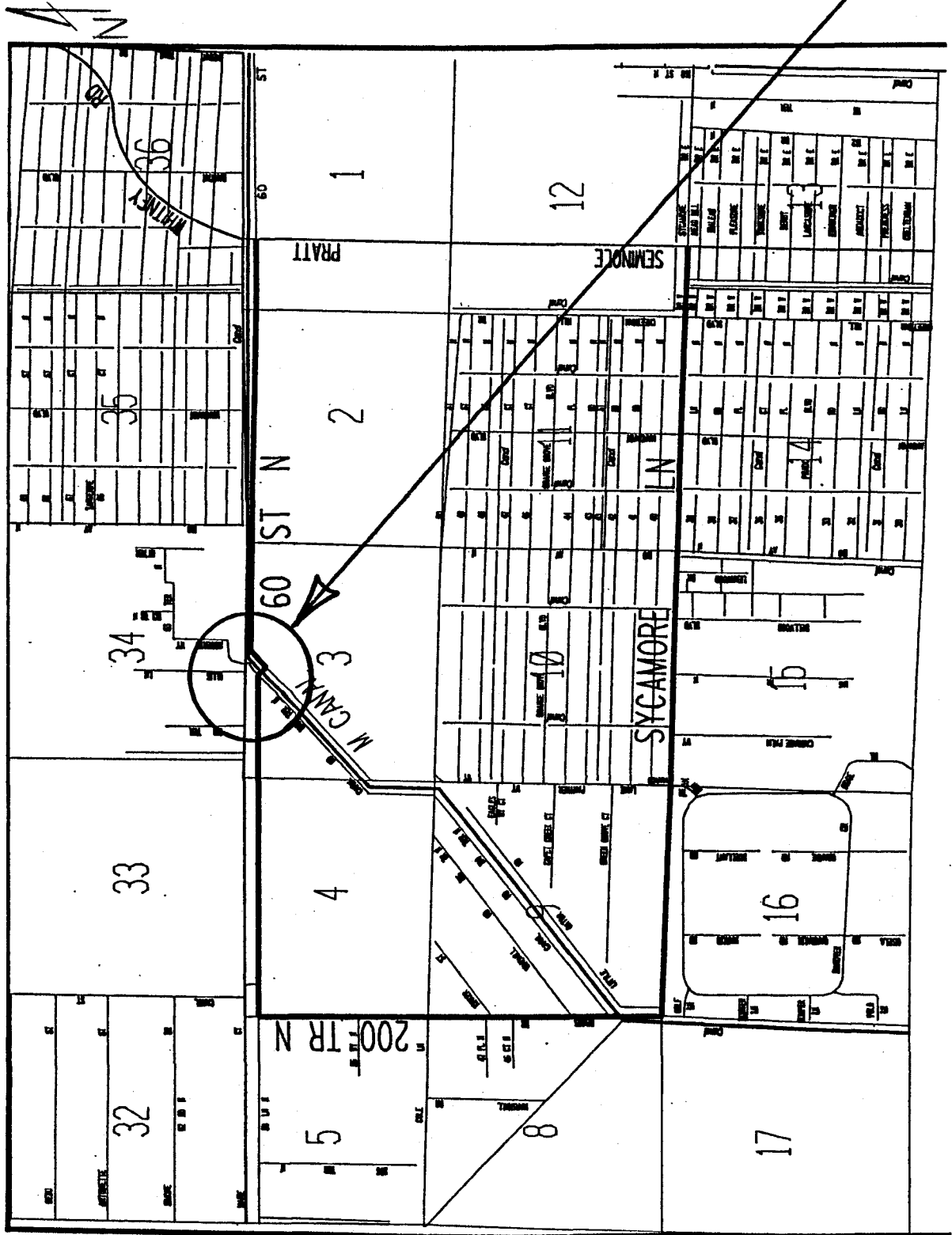
7/29/13

Date

PROJECT LOCATION

60th STREET NORTH OVER "M" CANAL

PROJECT NO. 2004132



LOCATION SKETCH

CONSENT TO ASSIGNMENT

This Consent to Assignment by and among **CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A.** a Florida corporation (hereinafter "Assignor"), and **STANTEC CONSULTING SERVICES INC.**, a Florida corporation (hereinafter "Assignee"), and the Board of County Commissioners, a political subdivision of the State of Florida (hereinafter "COUNTY"), is made _____, 2013.

WHEREAS, on February 5, 2008, Assignor entered into an Annual Structural Agreement (Agreement) (R2008-0161) on a work task order basis with COUNTY to furnish structural engineering services; and

WHEREAS, on June 13, 2008, a work task order to the Agreement was issued to furnish certain engineering services required for the **60th Street Bridge Over the "M" Canal, Palm Beach County Project No. 2004132**, and said work task order is still active; and

WHEREAS, Assignor has assigned to Assignee all Assignor's rights, title, and interests in the Agreement and all amendments thereto via an Asset Purchase Agreement dated November 30, 2012; and

WHEREAS, Section 7.7 of the Agreement provides for assignment of the Agreement with the consent of the COUNTY; and

WHEREAS, the assignment of this Agreement is in the best interest of the health, safety, and welfare of the citizens of Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. The above recitals are hereby ratified and incorporated herein.
2. Assignee accepts the assignment of the Agreement and agrees to perform each and every obligation of the Assignor under the Agreement and all amendments thereto, from and after the effective date until completion of the work, expiration, or termination of the Agreement pursuant to the terms of the Agreement.

**ASSIGNMENT OF:
CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A. TO
STANTEC CONSULTING SERVICES INC.
60th Street Bridge Over the "M" Canal
Palm Beach County Project No. 2004132**

3. The COUNTY consents to the assignment of the rights, title, interests, obligations, and duties of Assignor as Consultant under the Agreement to Assignee subject to the conditions set forth below:

- a. There are no claims, demands, or legal actions presently pending or contemplated within the knowledge of Assignor and that any and all subcontractors, sub-consultants and suppliers have been paid or will be promptly paid by Assignee.
- b. Assignor acknowledges and agrees that it is responsible to COUNTY for all work performed under the Agreement and Assignor agrees to indemnify and hold COUNTY harmless of and from any and all liabilities, losses, claims or damages which have arisen or may arise in connection with any negligent act, error, or omission, in the performance under the Agreement.
- c. Assignee agrees that it will be subject to and abide by all of the terms and conditions of the Agreement, including the amount of remaining compensation to be paid for performance of the services specified in the Agreement.
- d. All unpaid amounts due and owing to Assignor under the Agreement including retainage as of the date of June 12, 2008, will be paid to Assignee.

4. All notices required to be given under this Consent to Assignment or under the Agreement shall be mailed to the following:

County: Tanya N. McConnell, P.E., Deputy County Engineer
Palm Beach County Engineering & Public Works Department
2300 N. Jog Road
West Palm Beach, FL 33411

Assignor: Corzo Castella Carballo Thompson Salman, P.A.
901 Ponce de Leon Boulevard, Suite 900
Coral Gables, Florida 33134
Attn: Mr. Ramon Castella, P.E., Vice President

Assignee: Stantec Consulting Services, Inc.
901 Ponce de Leon Boulevard, Suite 900
Coral Gables, Florida 33134
Attn: Mr. Robert T. Carballo, P.E., Vice President

ASSIGNMENT OF:
CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A. TO
STANTEC CONSULTING SERVICES INC.
60th Street Bridge Over the "M" Canal
Palm Beach County Project No. 2004132

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date
written above.

**Palm Beach County, Florida, By Its
Board of County Commissioners**

By: _____
Steven L. Abrams, Mayor

SEAL

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

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
COUNTY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS:

By: 2/29 Donato A. Fernandez

**CONSULTANT:
Stantec Consulting Services, Inc.
(Assignee)**

By: _____
Mr. Robert T. Carballo, P.E.
Vice President

CORPORATE
SEAL

Witness: Aurora Elena Rodriguez
Aurora Elena Rodriguez
Print Name

Witness: Olga Farmer
OLGA FARMER
Print Name

**CONSULTANT:
Corzo Castella Carballo Thompson
Salman, P.A.
(Assignor)**

By: _____
Mr. Ramon Castella, P.E.
Vice President

CORPORATE
SEAL

Witness: Aurora Elena Rodriguez
Aurora Elena Rodriguez
Print Name

Witness: Olga Farmer
OLGA FARMER
Print Name

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made as of the 30th day of November, 2012.

AMONG:

CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A.

A corporation incorporated under the laws of Florida
(the "Seller")

OF THE FIRST PART

- and -

STANTEC CONSULTING SERVICES INC.

a corporation incorporated under the laws of New York
(the "Buyer")

OF THE SECOND PART

- and -

**RAMON CASTELLA
ROBERT T. CARBALLO
JAVIER F. SALMAN
TERRANCE N. GLUNT
WALFRIDO J. PEVIDA
MANUEL SOLAUN
SILVIA M. BELTRE
JEFFREY S. CREWS
JORGE E. CORZO
JEFFRY H. MARCUS**

(the "Designated Shareholders")

OF THE THIRD PART

- and -

THOSE INDIVIDUALS SET FORTH ON THE ATTACHED SCHEDULE "A"

(the "Other Shareholders")

OF THE FOURTH PART

THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants, agreements, representations, warranties and indemnities herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties covenant and agree as follows:

1.0 DEFINITIONS

1.1 *Defined Terms*

For the purpose of this Agreement, unless the context otherwise requires, the terms set out in Schedule 1.1 shall have the respective meanings set out in Schedule 1.1 and grammatical variations of such terms shall have corresponding meanings.

2.0 PURCHASE AND SALE OF PURCHASED ASSETS

2.1 *Purchased Assets*

Subject to the provisions of this Agreement, the Seller agrees to sell, assign and transfer to the Buyer and the Buyer agrees to purchase from the Seller, effective as of the close of business on the Closing Date, all of the property and assets used in connection with or otherwise relating to the Purchased Business (other than the Excluded Assets), whether real or personal, tangible or intangible, of every kind and description and wheresoever situate, as a going concern (collectively, the "**Purchased Assets**"), including without limitation, the following:

- (a) **Equipment.** All equipment, facsimile machines, photocopiers, fixtures, furniture, furnishings and other fixed assets owned by the Seller and used in connection with the Purchased Business listed on Schedule 2.1(a);
- (b) **Agreements.** All executed or potential orders or contracts for the provision of services listed on Schedule 2.1(b) (the "**Work Backlog**");
- (c) **Work Product.** All work product of the Seller related to the agreements described in subsection 2.1(b) above;
- (d) **Accounts Receivable.** All accounts receivable of the Seller relating to invoices for work undertaken by the Seller up to and including the Closing Date (the "**A/R**") and which is listed on Schedule 2.1(d). Schedule 2.1(d) shall be updated as soon as practical after the Closing Date but no later than February 13, 2013 to reflect the A/R as of the Closing Date;
- (e) **Work in Progress.** The Seller's interest in the work in progress, which shall mean work that has been completed but not billed and that will be billed and which is listed on Schedule 2.1(e) (the "**WIP**"). Schedule 2.1(e) shall be updated as soon as practical after the Closing Date but no later than February 13, 2013 to reflect the WIP as of the Closing Date;
- (f) **Proposals.** The Seller's interest in any outstanding proposals as listed on Schedule 2.1(f);
- (g) **Computer Hardware and Software.** All computer hardware and software, including all rights under licenses and other agreements or instruments relating

thereto which are owned by the Seller or to which the Seller is entitled listed on Schedule 2.1(g);

- (h) **Books and Records.** All books and records (other than those required by law or subject to confidentiality requirements to be retained by the Seller, copies of which, excluding those books and records subject to confidentiality requirements, will be made available to the Buyer), including, without limitation, library and technical reference books, project files related to the agreements described in subsection 2.1(b), drawings, client lists, advertising material, employee manuals, personnel records related to the current employees of the Seller, supply records, work in progress records and correspondence files (together with, in the case of any such information that is stored electronically, the media on which the same is stored) but excluding the corporate records set forth in section 2.2(c) below;
- (i) **Goodwill.** All goodwill associated with the Purchased Business, including the exclusive right to use the Seller's interest in the name subject to the provisions of section 8.3 hereof, as part of the name or style under which the Purchased Business or any part thereof is carried on by the Buyer; and
- (j) **Cash and Bank Accounts.** The bank accounts on the attached Schedule 2.1(j) to the extent needed to meet the Net Asset Value required in section 4.3 below.

2.2 Excluded Assets

The Purchased Assets shall not include any of the following property and assets (collectively, the "Excluded Assets"):

- (a) pre-paid Taxes;
- (b) all prepaid policies of insurance listed on section 2.2(b) of the Seller's Disclosure Schedule;
- (c) corporate charter, taxpayer or other identification numbers, seals, minute books, blank stock certificates, and other documents relating to the organization, maintenance and existence of the Seller as a corporation;
- (d) the loans owing to the Seller from certain C3TS Shareholders including those shown on section 2.2(d) of the Seller's Disclosure Schedule;
- (e) personal assets shown on section 2.2(e) of the Seller's Disclosure Schedule;
- (f) the bank accounts for Schedule 2.1(f) to the extent not needed to meet the Net Asset Value; and
- (g) the Seller's rights under this Agreement.

3.0 ASSUMPTION OF LIABILITIES

3.1 Assumption of Certain Liabilities by the Buyer

Subject to the provisions of this Agreement, the Buyer agrees to assume, pay, satisfy, discharge, perform and fulfill, from and after the Time of Closing, (i) those obligations and liabilities of the Seller set forth on the Closing Financial Statements excluding the

Retained Liabilities, and (ii) all liabilities of the Seller which arise in the normal course of business out of, relating to, and including those liabilities existing as at the Time of Closing under:

- (a) the office lease for 901 Ponce de Leon Boulevard, Suite 900, Coral Gables, Florida;
- (b) the office lease for 3996 NW 9th, Avenue, Ft. Lauderdale, Florida;
- (c) the office lease for 21301 Power Line Road, Suite 311, Boca Raton, Florida;
- (d) the office lease for 11315 Corporate Boulevard, Suite 105, Orlando, Florida;
- (e) the office lease for 4700 No. Congress Avenue, Suite 106, West Palm Beach, Florida;
- (f) the Seller's obligations arising from and after the Closing Date pursuant to the contracts comprising the Work Backlog;
- (g) the Seller's liabilities to sub-consultants in connection with the AVR and the WIP;
- (h) any photocopier, facsimile, computer and telephone system or other personal property leases;
- (i) loans payable in respect of director and officer retirements, both current and long term;
- (j) the Seller's obligations under the automobile leases listed on Schedule 3.1(j);
- (k) the accrued vacation time of the employees of the Seller listed on the attached Schedule 3.1(k) up to 4 weeks in each case;
- (l) short and long term debt of the Seller;
- (m) liabilities of the Seller for all costs and expenses, including payables, accrued liabilities, bank obligations, shareholder loans, etc. incurred up to and including the Closing Date and further including those liabilities, invoices for which might be received after the Closing Date, but which are for services, supplies or events rendered prior to the Closing Date;
- (n) the Seller's accrued costs related to work billed where all costs have not yet been incurred and any accrued cost overruns to be incurred on projects where the revenue has been recognized in the Seller's results prior to closing date; and
- (o) The storage lease for units 3225, 3367 and 3368 located at 25579-Miami / SW 31 Avenue, Miami, Florida.

(collectively, the "Assumed Liabilities").

In connection with such assumption, the Buyer shall make commercially reasonable efforts to remove and/or terminate the guaranties of any Designated Shareholder who is a guarantor of any of the Assumed Liabilities, and to the extent that such Designated Shareholder remains a guarantor, will indemnify and hold harmless any and all

Designated Shareholders who have personally guaranteed any of the Assumed Liabilities

3.2 *Retained Liabilities*

The Seller agrees to retain all liabilities not included in the Assumed Liabilities (the "Retained Liabilities"), including, without limitation, the following:

- (a) other than as provided in section 3.1(k), liabilities of the Seller at the Closing Date with respect to accrued pay and salaries, commissions, vacations and holiday pay, workers' compensation levies, withholding deductions for federal and state income Taxes, other payroll deductions, state pension plan deductions as well as liabilities relating to benefits already in place and accruing in favor of the employees of the Seller;
- (b) liabilities of the Seller in respect of claims arising out of professional services provided by the Seller prior to the Closing Date;
- (c) dividends declared by the Seller prior to the Closing Date or payable at the Closing Date;
- (d) the automobile leases for the vehicles used by the employees of the Seller other than those listed on Schedule 3.1(j);
- (e) any liability of the Seller for Taxes accrued or accruable in the operation of the Business prior to the Closing Date;
- (f) any liability of the Seller for the unpaid Taxes of any person under Reg. §1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise;
- (g) any obligation of the Seller to indemnify any person by reason of the fact that such person was a director, officer, employee or agent of the Seller or was serving at the request of the Seller as a partner, trustee, director, officer, employee or agent of another entity;
- (h) any liability of the Seller for costs and expenses incurred in connection with this Agreement and the transactions contemplated herein;
- (i) any liability or obligation of the Seller under this Agreement or under any side agreement between the Buyer and the Seller entered into on or after the date of this Agreement; and
- (j) any liability related to premiums owing or to be paid relating to the policies of insurance listed on section 2.2(b) of the Seller's Disclosure Schedule.

3.3 *Liability and Warranty Obligations*

Subject to the Buyer's obligations pursuant to section 8.6 to either (i) add the Seller to the Buyer's policy of insurance or (ii) obtain a tail policy on the Seller's behalf, the Buyer shall not assume, and the Seller shall be solely responsible for and shall indemnify and hold harmless the Buyer from and against, all liability, warranty and other claims and obligations arising in respect of services provided by the Seller in connection with the

Purchased Business up to the Time of Closing whether such claims are raised before or after the Time of Closing. The Buyer may satisfy any such obligations not assumed by it where it is required to do so by law or by order of any court or regulatory authority having jurisdiction over it and, in any such case, the Seller shall reimburse the Buyer forthwith following demand for all expenses incurred by the Buyer in connection therewith.

3.4 *Responsibility for Work Completed by the Buyer Related to Ongoing Projects*

The Buyer shall be solely responsible for and shall indemnify and save harmless the Seller from and against all liability, warranty and other claims and obligations arising in respect of services provided by the Buyer after the Time of Closing in connection with the agreements described in subsection 2.1(b).

4.0 **PURCHASE PRICE**

4.1 *Purchase Price*

The aggregate purchase price payable by the Buyer to the Seller for the Purchased Assets (the "Purchase Price") shall be [REDACTED] plus the Buyer shall assume the Assumed Liabilities. The Purchase Price shall be satisfied by the payments referred to in section 4.2 and the assumption of the Assumed Liabilities as provided in section 3.1.

4.2 *Payment of the Purchase Price*

- (a) delivery by the Buyer to the Seller, on the Closing Date, by way of wire transfer, the amount of [REDACTED]
- (b) delivery by the Buyer to the Seller, on November 30, 2013, by way of wire transfer, the amount of [REDACTED] together with interest calculated at the short-term Applicable Federal Rate in effect at the time of closing, compounded annually;
- (c) delivery by the Buyer to the Seller, on November 30, 2014, by way of wire transfer, the amount of [REDACTED] together with interest calculated at the short-term Applicable Federal Rate in effect at the time of closing, compounded annually, and
- (d) delivery by the Buyer to the Seller, on November 30, 2015, by way of wire transfer, the amount of [REDACTED] together with interest calculated at the short-term Applicable Federal Rate in effect at the time of closing, compounded annually.

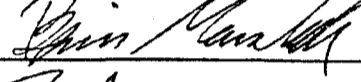
All payments shall be made by way of wire transfer, electronic funds transfer or bankers' draft to or to the order of the Seller's Counsel. Seller's Representatives and Buyer shall confirm mechanism for making subsequent payments.

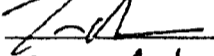
4.3 *Purchase Price Adjustment*

The Purchase Price shall be adjusted, if applicable, with effect as of the Closing Date, in the aggregate of the following amounts, said aggregate adjustment to be effected through an upward or downward adjustment of any future payments on account of the Purchase Price. Any adjustments to the Purchase Price under this section 4.3 will be made first on the payment required under subsection 4.2(b) and, then, if necessary, on


IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.


STANTEC CONSULTING SERVICES INC.

Per: 

Per: 
Travis Anderson

CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A.

Per: 

Per: 

DESIGNATED SHAREHOLDERS

RAMON CASTELLA

ROBERT T. CARBALLO

JAVIER F. SALMAN

TERRANCE N. GLUNT

WALFRIDO J. PEVIDA

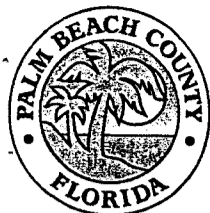
MANUEL SOLAUN

SILVIA M. BELTRE

JEFFREY S. CREWS

JORGE E. CORZO

JEFFRY H. MARCUS



February 14, 2008

Corzo Castella Carballo Thompson Salman, P.A.
21301 Powerline Road, Suite 311
Boca Raton, Florida 33433
ATTN: Mr. Terrance N. Glunt, P.E., Principal Associate

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

**RE: STRUCTURAL SERVICES - ANNUAL AGREEMENT
RESOLUTION NO.: R2008-0161
AGREEMENT DATED FEBRUARY 5, 2008**

Mr. Glunt:

This letter serves as your "Notice to Proceed" with the above referenced renewal of Annual Service, which was approved by the Board of County Commissioners (Board) on February 5, 2008 (R2008-0161).

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 561-684-4149.

Sincerely,



David Young, P.E.
Special Projects Manager

DY:jd

Attachment

- pc: Administrative Services, Fiscal (NTP)
- Contract Development & Control
- Finance Department
- CCNA File (w/original)
- Charles Rich, Director Engineering Services
- John Chesher, Director of Capital Improvements
- Bevin Beaudet, Director of Water Utilities
- Richard Walesky, Director of E.R.M
- Bruce Pelly, Director of Airports
- Reading File
- ec: Omelio A. Fernandez, P.E., Director, Engineering/Public Works Ops.
- Jorge Hernandez, EA III, Roadway Production Division
- Rose Ann Clements, EA II, Roadway Production Division

F:\ROADWAY\CCNA\Annuals\Structural\C3TS\2008\ANNUAL_NTP_BCC.doc

**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

R2008.0161

ATTACHMENT 1

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

This is an Agreement made as of FEB 05 2008, 2008 between **Palm Beach County, Florida (COUNTY)** and **Corzo Castella Carballo Thompson Salman, P.A. (ANNUAL CONSULTANT)**, an engineering firm having an office and a place of business at **21301 Powerline Road, Suite 311, Boca Raton, Florida 33433**, and having Federal Tax I.D. #65-0039493. The **COUNTY** intends to have the **ANNUAL CONSULTANT** provide structural 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 General

1.1.1 The **ANNUAL CONSULTANT** shall perform professional 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).

1.1.2 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 agreement, 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** accepts the relationship of trust and confidence established by this Agreement, and 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 Agreement 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 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**.

1.15 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 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 Agreement.

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 Agreement. 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 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 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 Agreement.

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 Agreement 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 Agreement for professional structural engineering services. This Agreement 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 agreement can be renewed for two (2) additional one (1) year terms commencing on the anniversary date of the original agreement approval, if agreed by both parties.

SECTION 5 - PAYMENTS TO 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 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 Board policy per Resolution Number R-89-633 adopted April 4, 1989.

5.2. **Payments**

5.2.1. Progress payments to the ANNUAL CONSULTANT shall be due and payable monthly in proportion to the percentage of engineering services approved and accepted by the COUNTY based on said lump sum fee until 90% of the project is completed. There will be no additional payments for Basic Services until all services are completed and accepted by the COUNTY (including permits).

5.2.2. Final payment shall be due and payable to the ANNUAL CONSULTANT upon satisfactory completion of the services described in this Agreement and approval and acceptance of the plans by the COUNTY.

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.

5.3. Other Provisions Concerning Payments

5.3.1. Records of the ANNUAL CONSULTANT'S Salary Costs pertinent to the ANNUAL CONSULTANT'S compensation under this Agreement 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 agreement 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

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 Agreement 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 Agreement. This Agreement 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 Agreement, 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 Agreement. 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 Agreement 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, agreements, 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 Agreement and the consummation of the transactions contemplated hereby.

7.3 Reuse of Documents

Notwithstanding any breach of this Agreement 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 Agreement, 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. ANNUAL CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Department of Engineering & Public Works
2300 N. Jog Road, 3rd Floor
West Palm Beach, FL 33411-2745

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 Agreement 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 Agreement 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 Agreement. Except as above, neither the COUNTY nor the ANNUAL CONSULTANT shall assign, sublet, convey or transfer its interest in this Agreement 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 Agreement 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 Agreement. 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 Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the COUNTY and the ANNUAL CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement 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 Agreement. 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 Agreement, 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.

In accordance with Palm Beach County Small Business Enterprise (SBE) Ordinance #2002-064, as amended from time to time, the annual goal for SBE participation for Professional Services is 15.0%. The ANNUAL CONSULTANT has committed to 100.0% for this Agreement.

The ANNUAL CONSULTANT agrees to abide by all provisions of the SBE Ordinance 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" (Participation for SBE Consultants) and Exhibit "E" (Letter's of Intent) attached hereto indicating the specific participation.

The ANNUAL CONSULTANT understands that each SBE firm utilized on this Agreement 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 Agreement 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 Agreement.

The ANNUAL CONSULTANT further agrees to provide the SBE Office with a copy of the ANNUAL CONSULTANT'S agreement 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 Agreement 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 SBE Ordinances, 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 Agreement and upon completion of the Agreement, 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 Agreement.

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

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 Agreement.

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 Agreement, 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 Agreement. 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 Agreement.

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 completion of this Agreement. 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement 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 agreement. 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.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 Federal & State Tax

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 Agreement.

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

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 Agreement (consisting of pages 1 to 13, 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 Agreement 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 shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), 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 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 Ordinance 2003-030.

SECTION 10 - REGULATIONS; LICENSING REQUIREMENTS

The 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. 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.

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

R2008 0161

OWNER:
Palm Beach County, Florida FEB 05 2008

ANNUAL CONSULTANT:
Corzo Castella Carballo Thompson Salman,
P.A.

BY ITS BOARD OF COMMISSIONERS:

BY: Addie L. Greene
Addie L. Greene, Chairperson

BY: Terrance N. Glunt
Terrance N. Glunt, P.E.

SEAL

CORPORATE SEAL

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

ATTEST WITNESS:

BY: Mary Powell
(Deputy Clerk)

BY: BALTER EXCEUS
(Print Name)

Balter Exceus
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: JUAN BOLIVAR
(Print Name)

BY: Ornela A. Fernandez

Juan Bolivar
(Signature)

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: Paul F. [Signature]
Assistant County Attorney

EXHIBIT "A"

Structural Annual Services on Task Order Basis

Exhibit A: Scope of Services

The scope of services for this contract is to provide structural engineering services on a task order basis for miscellaneous projects throughout Palm Beach County. These services could include, but not be limited to, bridge and roadway design and permitting, surveying and geotechnical coordination, bridge engineering studies, due diligence investigations, forensic investigations, bridge inspection, retaining wall and/or seawall design, building structures design and permitting, building structures rehabilitation, miscellaneous structures design and repair, construction administration and inspection, plans review services, peer review and grant application services.

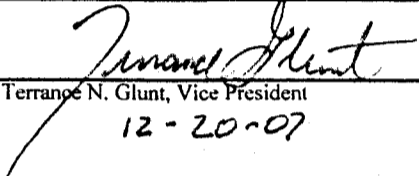
The work will be performed on an individual task order basis assigned for each project in accordance with Palm Beach County Department of Engineering and Public Works. Costs are to be negotiated individually for each task order and services provided shall be specific to each task.

A schedule for each task order shall be submitted outlining the proposed progress on the project with each milestone date (phase submittals, permitting, etc.) determined in advance in order to insure the completion of the task on time. Team members shall be identified and the team leader shall be responsible for coordination of all activities and the overall completion of the task. The team leader shall be the single point of contact for all correspondence to and from the County.

EXHIBIT "B"

POSITION / EMPLOYEE	RATE	Overhead AT 170%	Profit AT 12%	Calculated Hourly Rate	Max Allowed Hourly Rate
SENIOR PM / SR STRUCTURAL ENGINEER					
Terrance N. Glunt	\$53.58	\$91.21	\$17.37	\$162.16	\$160.74
Patrick Leung	\$57.40	\$97.71	\$18.61	\$173.73	\$172.20
Manuel Solaun	\$62.50	\$106.39	\$20.27	\$189.16	\$187.50
Jeffrey S. Crews	\$51.06	\$86.92	\$16.56	\$154.54	\$153.18
Average Rate	\$56.14	\$95.56	\$18.20	\$169.90	\$168.41
STRUCTURAL ENGINEER					
Ileana Toralba	\$31.88	\$54.27	\$10.34	\$96.49	\$95.64
Juan Bolivar	\$31.60	\$53.79	\$10.25	\$95.64	\$94.80
Naveed Mohammed	\$41.00	\$69.79	\$13.30	\$124.09	\$123.00
Marianela Garcia	\$41.00	\$69.79	\$13.30	\$124.09	\$123.00
Average Rate	\$36.37	\$61.91	\$11.79	\$110.08	\$109.11
SENIOR CADD TECHNICIAN					
Mario Pozo	\$34.00	\$57.88	\$11.03	\$102.90	\$102.00
Balter Exeus	\$26.50	\$45.11	\$8.59	\$80.20	\$79.50
Average Rate	\$30.25	\$51.49	\$9.81	\$91.55	\$90.75
CADD TECHNICIAN					
David Chang	\$20.00	\$34.05	\$6.49	\$60.53	\$60.00
Roberto Fontanals	\$28.50	\$48.52	\$9.24	\$86.26	\$85.50
Anthony F. Relaford	\$18.50	\$31.49	\$6.00	\$55.99	\$55.50
Average Rate	\$22.33	\$38.02	\$7.24	\$67.59	\$67.00
DATA PROCESSOR					
Cheryl Francis	\$19.00	\$32.34	\$6.16	\$57.50	\$57.00
Average Rate	\$19.00	\$32.34	\$6.16	\$57.50	\$57.00

CERTIFIED TRUE AND ACCURATE


 Terrance N. Glunt, Vice President
 12-20-07

PRISM SURVEYING, INC.



Land Surveyors -- Engineers -- Mappers -- Consultants

December 17, 2007

Terrance N. Glunt, P.E.
Corzo Castella Carballo Thompson Salman, P.A.
21301 Powerline Road, Suite 311
Boca Raton, FL 33433

Dear Mr. Glunt

Re: Surveying Services - 2008 rates

In accordance with the request for the LOI we are submitting the following information.

1) Labor classifications with fully burdened labor rates:

GPS Crew	\$125.00 /hr
Three (3) man Field Crew	\$125.00 /hr
Standard Field Crew (1-2)	\$ 95.00 /hr
Staff Surveyor Office/CAD	\$ 65.00 /hr
PSM Review	\$ 80.00 /hr
Clerical (invoicing/accounting/ordering)	\$ 30.00 /hr

Travel time will be billed as standard field crew time.

Sincerely,

Therese Pedraza
Vice President

17721 62nd Road North
Loxahatchee, FL 33470

Phone: 561-204-1035

Fax: 561-793-3574

Email:

Prismainc@bellsouth.net



SCHEDULE OF FEES AND SERVICES

Fiscal Year 2007

Note: The intent of the contract is to include all labor, materials, transportation, set-up, fuel, equipment, and other items necessary to complete the item of work. All items incidental to or necessary for the completion of the item shall be included in the price.

I. SOIL TESTING

1. Field Density Test (five [5] minimum)	\$22.00/test
2. Proctors.....	\$85.00/test
3. Florida Bearing Value Test	\$30.00/test
4. Limerock Bearing Ratio Test	\$250.00/test
5. Atterberg Limit Test.....	\$70.00/test
6. Carbonate Content Test.....	\$100.00/test
7. Organic Content Test.....	\$45.00/test
8. D.O.T. Corrosivity.....	\$155.00/test
9. Soil Observation (On Site)	\$47.50/hr
10. Natural Sample Moisture Content	\$12.00/test
11. Unit Weight and Moisture Content (Undisturbed Sample).....	\$50.00/test

II. CONCRETE & MASONRY MATERIALS

1. Concrete Compression test (Min four [4] cylinders per trip) -Prepare cylinders & slump test on site, and deliver to lab	\$75.00/set
2. Additional Concrete cylinders	\$16.00/cyl.
3. Concrete Compression test only [delivered to lab]	\$12.00/cyl.
4. Slump test.....	\$10.00/test
5. Air Content Test.....	\$15.00/test
6. Stand-by	\$35.00/hr.
7. Grout Prism (Six [6] per set) - Includes preparation of Prism on site.....	\$75.00/set
8. 2" x 2" Mortar Cubes (Six [6] per set) - Includes preparation of Cubes on site	\$75.00/set
9. Additional Mortar cubes.....	\$10.00/ea.
10. Masonry Units	
A. Compressive Strength.....	\$52.50/unit
B. Absorption.....	\$50.00/unit
11. Concrete Cores (Min. 3); - Secure, trim & test	\$80.00/core
- Testing of core [delivered to lab (Incl. Trim)]	\$35.00/core
12. Swiss Hammer Testing	\$45.00/hour
13. Windsor Probe Test (Min. 3 shots)	\$150.00/test
14. Additional Windsor Probe Tests	\$100.00/test

III.	<u>AGGREGATE TESTING</u>	
	1. Grain size determination:	
	A. Full grain size (8 sieves).....	\$60.00/test
	B. Wash through (#200)	\$30.00/test
	2. Sieve Analysis - Coarse Aggregate	\$85.00/test
	3. Specific Gravity & Absorption of Fine or Coarse Aggregate	\$50.00/test
IV.	<u>ASPHALT TESTING</u>	
	1. Asphalt Cores (obtaining core samples).....	\$50.00/each
	2. Asphalt Extraction & Gradation.....	\$150.00/test
	3. Asphalt Density and Thickness	\$20.00/test
	4. Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows)	\$100.00/test
	5. Coring Machine plus Generator Rental	\$250.00/test
V.	<u>INSPECTION SERVICES</u>	
	1. Concrete Inspection (on job-site or plant).....	\$50.00/hour
	2. Pile Driving Inspection.....	\$65.00/hour
	3. Pre-Stress Yard Inspection	\$65.00/hour
	4. Steel Inspection	\$65.00/hour
	5. Threshold Inspection	\$65.00/hour
VI.	<u>FIELD EXPLORATIONS</u>	
	1. Auger Borings	\$8.50/LF
	2. Hand Augers.....	\$100.00/hr
	3. Standard Penetration Tests - Truck Rig (0' - 50').....	\$12.00/LF
	(51' - 100')	\$13.00/LF
	4. Grout bore holes - 0' - 50'.....	\$4.50/LF
	51' - 100'	\$5.50/LF
	5. Casing 0' - 50'.....	\$6.00/LF
	51' - 100'	\$8.00/LF
	6. Static Cone Penetration Test (0' -100').....	\$10.00/LF
	7. Muck Probing (4 hr min.)	\$95.00/hr
	8. Mobilization of drilling equipment to project (Min. Charge):	
	A. 50 mile travel.....	\$300.00/trip
	B. 100 mile travel.....	\$400.00/trip
	9. Foundation Analysis and Recommendation	Staff \$/hours
	10. Percolation test	\$275.00/test
VII.	<u>PREMIUM FOR TRAVEL COSTS TO BELLE GLADE AREA</u>	
	For testing (all tests).....	\$85.00/trip
VIII.	<u>OVERTIME</u>	15 % of
	basic rate	

TIERRA, INC.

IX. ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND APPROVED BY THE OWNER, PALM BEACH COUNTY.

X. **ENGINEERING AND PROFESSIONAL SERVICES**

1. Principal Engineer, P.E.	\$125.00/hr
2. Senior Geotechnical Engineer, P.E.	\$115.00/hr
3. Engineer, P.E.	\$100.00/hr
4. Staff Engineer	\$75.00/hour
5. Senior Engineering Technician.....	\$65.00/hour
6. Engineering Technician	\$55.00/hour
7. Drafter / CAD	\$55.00/hour

FEE_SCHEDULE_MSW

TIERRA, INC.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID: C3FS-01	DATE (MM/DD/YYYY): 01/07/08
PRODUCER Combined Underwriters of Miami 8240 N.W. 52 Terr, Suite 408 Miami FL 33166 Phone: 305-477-0444 Fax: 305-599-2343		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED CORZO CASTELLA, CARBALLO THOMPSON SAIMAN, P.A. CTS 901 PONCE DE LEON BLVD. #900 CORAL GABLES FL 33134		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: HARTFORD FIRE INSURANCE CO.	
		INSURER B: ZURICH NORTH AMERICA	
		INSURER C: TRAVELERS INDEMNITY COMPANY	
		INSURER D: CONTINENTAL CASUALTY COMPANY	
		INSURER E: HERMITAGE INSURANCE CO.	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A. GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500 BI & PD DED C. PER CLAIM GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	PPS 41235574	09/22/07	09/22/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 EMPL PRAC 1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A. EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$0	PPS41235574	09/22/07	09/22/08	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC6551288	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC-STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D. PROFESSIONAL LIAB (RETRO 8/26/88)	TED 082607 DED. 75,000	08/26/07	08/26/08	PER OCC. 1,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

E. PROPERTY- TOTAL INSURED VALUE: \$487,300, SPECIAL, 80% CO-INSURANCE, \$1,000 ALL OTHER PERIL DEDUCTIBLE, \$50,000 WIND/HAIL DEDUCTIBLE.
 PALM BEACH COUNTY BOARD OF COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES, AND AGENTS, SHALL BE NAMED ADDITIONAL INSURED AS TO GENERAL LIABILITY.

CERTIFICATE HOLDER

PALM BEACH COUNTY
 2300 NORTH JOG ROAD
 WEST PALM BEACH FL 33411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT INSURERS SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Julia [Signature]

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED FOR INFORMATION PURPOSES ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF LIABILITY INSURANCE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED

DATE: (MM/DD/YYYY) 12/20/2007

INSURERS:

PRODUCER or BROKER: Marsh USA Inc.
800 Market Street Suite 2600
St. Louis, MO 63101
Phone: (314) 512-2415

A: Discover Property and Casualty Ins. Co.

B:

C:

D:

E:

INSURED:
Corzo Castello Carballo Thompson Salman P.A.
Enterprise Rent-A-Car Company et al.
600 Corporate Park Drive
St. Louis, MO 63105

THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD LISTED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE OF LIABILITY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED BELOW IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGES:

INSURER LETTER	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCURENCE				
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> **See Below	D187A00012 126801	5/17/2007	5/17/2008	Combined Single Limit: \$1,000,000 Bodily Injury per Person: Bodily Injury per Acc. Property Damage:
	GARAGE LIABILITY ANY AUTO				
	EXCESS LIABILITY UMBRELLA OTHER Than UMBRELLA Form				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				

DESCRIPTION:

VENDOR ID: 120 GPBR: 41

Policy provides protection for any & all operations/jobs performed by the named insured. Certificate holder is included as an additional insured where required by written contract. **Any vehicle leased from Enterprise Fleet Management where the contract includes auto insurance coverage. Waiver of Subrogation included where required by written contract. Insurance is Primary and Non-contributory.

[Signature]

HOLDER:

AUTHORIZED REPRESENTATIVE

**Palm Beach County c/o
Dept of Engineering & Public Works
PO Box 21229
West Palm Beach, FL 33416-1229**

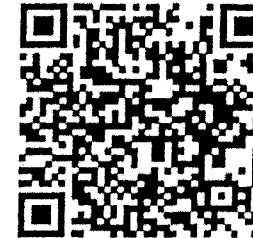
CANCELLATION:

SHOULD ANY OF THE ABOVE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER

AA26002609



The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2015

STANTEC CONSULTING SERVICES INC
901 PONCE DE LEON BLVD, STE 900
CORAL GABLES FL 33134

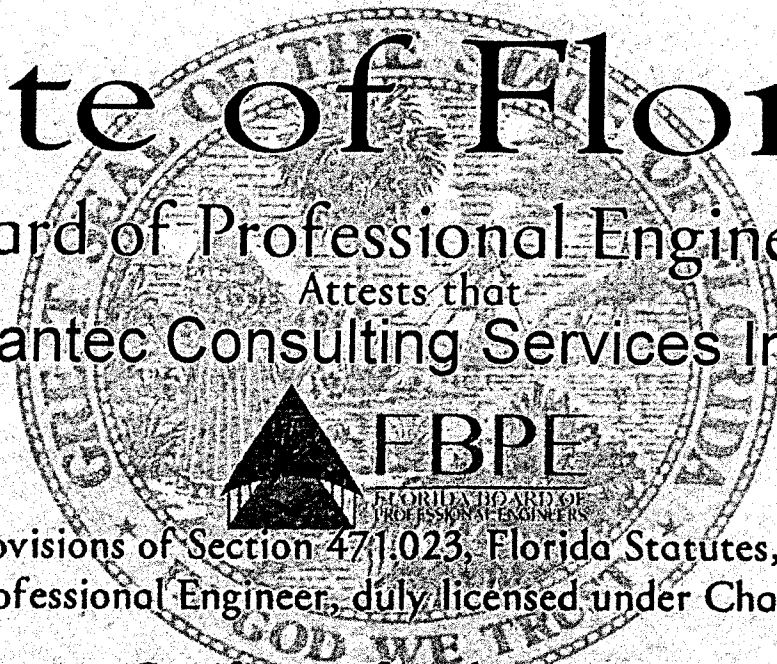


State of Florida

Board of Professional Engineers

Attests that

Stantec Consulting Services Inc.




is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015
Audit No: 228201501954

Certificate of Authorization

CA Lic. No:
27013

State of Florida

Department of State

I certify from the records of this office that STANTEC CONSULTING SERVICES INC. is a New York corporation authorized to transact business in the State of Florida, qualified on November 14, 2001.

The document number of this corporation is F01000005948.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on February 14, 2013, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-seventh day of February, 2013



CR2EO22 (1-11)

Ken Detzner
Ken Detzner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE REVISED

DATE (MM/DD/YYYY)
05/01/2013

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

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

PRODUCER AON REED STENHOUSE INC. AON RISK SERVICES CENTRAL, INC. 900 - 10025 - 102A AVENUE EDMONTON, AB T5J 0Y2	CONTACT NAME ANDREA OTTO	PHONE (A/C No, Ext) 1-800-444-3017	FAX (A/C No) 952-656-8834
	E-MAIL ADDRESS ANDREA.OTTO@AON.COM		
INSURED STANTEC CONSULTING SERVICES INC. 901 PONCE DE LEON BOULEVARD, SUITE 900 CORAL GABLES, FL 33134-3070	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ZURICH AMERICAN INSURANCE COMPANY		16535
	INSURER B: ZURICH AMERICAN INSURANCE COMPANY		16535
	INSURER C: ZURICH INSURANCE COMPANY		
	INSURER D: ZURICH AMERICAN INSURANCE COMPANY		16535
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 0027 REVISION NUMBER: 1

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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS LIABILITY <input checked="" type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X		GLO6556026 XCU COVER INCLUDED	05/01/13	05/01/14	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP5940882	11/01/12	11/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X		8831307 EXCESS GENERAL, AUTO AND EMPLOYERS LIABILITY (FOLLOW FORM)	05/01/13	05/01/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5940881	11/01/12	11/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CORAL GABLES, FL. STANTEC PROJECT # PC 2167. RE: GENERAL ENGINEERING SERVICES FOR ALL PROJECTS WITH PALM BEACH COUNTY. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER AND ADDITIONAL INSURED. ENDORSEMENTS # CG 20 10 07 04 AND CA 20 48 02 99 ARE ATTACHED.

CERTIFICATE HOLDER PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, C/O ENGINEERING & PUBLIC WORKS 2300 N. JOG ROAD WEST PALM BEACH, FL 33411	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 <i>Andrea R. Otto</i>
--	--

POLICY NUMBER: GLO6556026

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON
OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers,
Employees and Agents

Location(s) Of Covered Operations: General Engineering Services for all projects with Palm Beach County

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily
injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on
behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or
subcontractor engaged in performing operations for a principal as a part of the same project.

NAMED INSURED: Stantec Inc.

CONSULTANT INSURED: Stantec Consulting Services Inc.

Attached to and forming part of Policy of the Zurich American Insurance Company.
AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC., EDMONTON, ALBERTA

Branch file

A I Work # CG 20 10 07 04

POLICY NUMBER: BAP5940882

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DESIGNATED INSURED

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.
This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter
coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

NAMED INSURED: Stantec Inc.

CONSULTANT INSURED: Stantec Consulting Services Inc.

SCHEDULE

Name of Person(s) or Organization(s): Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An
Insured provision contained in SECTION II of the Coverage Form.

Attached to and forming part of this Policy of ZURICH AMERICAN INSURANCE COMPANY.
AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC., EDMONTON, ALBERTA

Branch file

A I AUTO #CA 20 48 02 99

Serial #: 0027



CERTIFICATE OF LIABILITY INSURANCE REVISED

DATE (MM/DD/YYYY)
05/06/2013

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	MARSH CANADA LIMITED 680, 10180 - 101 STREET EDMONTON, AB T5J 3S4	CONTACT NAME: MICHAEL POPLETT PHONE (A/C, No, Ext): 780-917-4850 E-MAIL ADDRESS: MICHAEL.POPLETT@MARSH.COM FAX (A/C, No): 780-429-1422
	INSURED	INSURER(S) AFFORDING COVERAGE
		INSURER A:
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E: LLOYD'S OF LONDON
		INSURER F:
		NAIC # 37540

COVERAGES CERTIFICATE NUMBER: 1114 REVISION NUMBER: 2

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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY INCLUDING CONTRACTOR'S POLLUTION LIABILITY	N/A		QF045012	08/01/12	08/01/13	CLAIM & AGGREGATE LIMIT \$3,000,000 INCLUSIVE OF COSTS CLAIMS MADE BASIS FULL PRIOR ACTS

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

CORAL GABLES, FL STANTEC PROJECT # PC 2167. RE: GENERAL ENGINEERING SERVICES FOR ALL PROJECTS WITH PALM BEACH COUNTY. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER	CANCELLATION
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, C/O ENGINEERING & PUBLIC WORKS 2300 N. JOG ROAD WEST PALM BEACH, FL 33411	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 