

ATTACHMENT 1

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

This is a Contract made as of _____, 2014 between **Palm Beach County (COUNTY)**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and **Arcadis U.S., Inc. (ANNUAL CONSULTANT)**, an engineering firm having an office and a place of business at 2081 Vista Parkway, West Palm Beach, Florida 33411, and having Federal Tax I.D. #57-0373224. The **COUNTY** intends to have the **ANNUAL CONSULTANT** provide intersection improvement 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 intersection improvement services by **ANNUAL CONSULTANT** and the payment for those services by **COUNTY** as set forth below.

SECTION 1 - BASIC SERVICES OF ANNUAL CONSULTANT

1.1 General

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

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

1.1.3. The **ANNUAL CONSULTANT** has, during the selection and negotiation process which has preceded this Contract, represented to the **COUNTY** that the **ANNUAL CONSULTANT** is possessed of that level of skill, knowledge, experience and expertise that is commensurate with engineering firms of national repute in the areas of practice required for this project. The **ANNUAL CONSULTANT** acknowledges that the **COUNTY** has relied on the **ANNUAL CONSULTANT'S** representations of skill, knowledge, experience and expertise. By executing this contract, the **ANNUAL CONSULTANT** agrees that the **ANNUAL CONSULTANT** will exercise that degree of care, knowledge, skill and ability as other engineering firms possessing the degree of skill, knowledge, experience and expertise which the **ANNUAL CONSULTANT** has claimed. The **ANNUAL CONSULTANT** shall perform such duties as may be assigned without neglect. The **ANNUAL CONSULTANT** accepts the relationship of trust and confidence established by this Contract, 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 Contract first written. It is specifically understood that the Accessibility provisions of the Americans With Disabilities Act (ADA) shall be complied with and incorporated into the project.

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

1.15 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 ANNUAL CONSULTANT

2.1 Services Requiring Authorization in Advance

If authorized in writing by the **COUNTY'S** authorized representative, the **ANNUAL CONSULTANT** shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.9 inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in the Fee Summary, Exhibit "B". These will be paid for by the **COUNTY**, only when specifically authorized and in accordance with Section 5.

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

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

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

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

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

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

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

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

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

SECTION 3 - COUNTY'S RESPONSIBILITY

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

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

3.2. Provide all criteria and full information as to the **COUNTY'S** requirements for the **PROJECT**, including study/design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which the **COUNTY** will require to be included in the drawings and specifications.

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

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

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

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

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

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

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

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

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

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

SECTION 4 - PERIODS OF SERVICE

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

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

SECTION 5 - PAYMENTS TO ANNUAL CONSULTANT

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

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

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

5.1.2.1. Actual Salary costs times a factor of 3.0 for services rendered by principals and employees assigned to the PROJECT plus all reimbursable expenses.

5.1.2.2. (DELETED)

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

5.1.3. Reimbursable Expenses: The COUNTY will pay the ANNUAL CONSULTANT 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 Contract 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 Contract will be kept in accordance with generally accepted accounting practices. Copies will be made available to the COUNTY on request prior to final payment for the ANNUAL CONSULTANT'S services.

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

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

5.4. **Definitions**

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

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

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Opinions of Cost**

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

SECTION 7 - GENERAL CONSIDERATION

7.1. **Termination**

This Contract may be canceled by the ANNUAL CONSULTANT upon thirty (30) days prior written notice to the COUNTY if, through no fault of the ANNUAL CONSULTANT, the COUNTY fails to cure any material

default by the COUNTY in its performance of the terms of this Contract. This Contract may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the ANNUAL CONSULTANT. Unless the ANNUAL CONSULTANT is in breach of this Contract, the ANNUAL CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of cancellation or termination. In the event of cancellation by the ANNUAL CONSULTANT or termination by the COUNTY, ANNUAL CONSULTANT agrees to waive and make no claim for lost profits or other consequential damages. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the ANNUAL CONSULTANT shall:

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

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

7.2. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

7.3 Reuse of Documents

Notwithstanding any breach of this Contract by either party nor the status of payment to the ANNUAL CONSULTANT, nor the COUNTY'S exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this

Project which have been created as a part of the ANNUAL CONSULTANT'S services, or authorized by the COUNTY as a reimbursable expense, whether generated directly by the ANNUAL CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or ANNUAL CONSULTANT, and wherever located shall be the property of the COUNTY.

7.4. **Insurance**

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

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 (or its equivalent) with a minimum reporting period not less than 3 years. ANNUAL CONSULTANT shall provide this coverage on a primary basis.

7.4.5. **Additional Insured**

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

7.4.6. **Waiver of Subrogation**

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

7.4.7. **Certificate(s) of Insurance**

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

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

7.7. Successors and Assigns

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

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

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

7.8. Subcontracting

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

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. The ANNUAL CONSULTANT has committed to 21.00% for this Contract.

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

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

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

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

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

The **ANNUAL CONSULTANT** understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the contract as it relates to the use of SBE firms. Any SBE's which, for any reason, no longer remain associated with the Project shall be replaced by the **ANNUAL CONSULTANT** with other certified SBE's, unless approval to the contrary is granted by the **COUNTY**.

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

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

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

7.9. **Personnel**

The **ANNUAL CONSULTANT** represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

Such personnel shall not be employees of or have any contractual relationship with the **COUNTY**. All of the services required herein shall be performed by the **ANNUAL CONSULTANT** or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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

7.10. **Availability of Funds**

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

7.11. **Conflict of Interest**

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

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

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

7.12. **Independent Contractor Relationship**

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

7.13. **Access and Audits**

The **ANNUAL CONSULTANT** shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The **COUNTY** shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the **ANNUAL CONSULTANT'S** place of business.

7.14 **Severability**

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

7.15 **Entirety of Contractual Agreement**

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

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

7.16 **Office of the Inspector General**

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 Federal & State Tax

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

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

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

8.2.1. Exhibit A: Scope of Services

8.2.2. Exhibit B: Fee Summary

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

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

8.3. This Contract (consisting of pages 1 to 16, inclusive), together with the Exhibits and Schedules identified above constitute the entire agreement between the **COUNTY** and the **ANNUAL CONSULTANT** and supersedes all prior written or oral understandings. This Contract and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

SECTION 9 - CRIMINAL HISTORY RECORDS CHECK

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

SECTION 10 - REGULATIONS; LICENSING REQUIREMENTS

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

SECTION 11 - ARREARS

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

SECTION 12 - NONDISCRIMINATION

The **ANNUAL CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

SECTION 13 - AUTHORITY TO PRACTICE

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

SECTION 14 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the **ANNUAL CONSULTANT** shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the contract and no higher than those charged the **ANNUAL CONSULTANT'S** similar customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the **COUNTY** determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The **COUNTY** shall exercise its rights under this section within three (3) years following final payment.

SECTION 15 - REMEDIES

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

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

SECTION 16 - EXCUSABLE DELAYS

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

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

SECTION 17 - CONTINGENT FEES

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

SECTION 18 - PUBLIC ENTITY CRIMES

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

SECTION 19 - MODIFICATIONS OF WORK

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

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

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

SECTION 20 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

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

SECTION 21 – PUBLIC RECORDS

If the Consultant acts on behalf of the County, the Consultant shall comply with the requirements of F.S. 119.0701, as amended, and shall specifically:

- A. Keep and maintain public records that ordinarily and necessarily are required by the County in order to perform services as provided under this Contract.
- B. Provide the public with access to public records on the same terms and conditions that the County is by law required to furnish, and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- C. Ensure that all public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost to County, all public records in possession of Consultant upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

Failure of Consultant to comply with these requirements shall be a material breach of this Contract.

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

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

BY: _____
Priscilla A. Taylor, Mayor

ANNUAL CONSULTANT:
Arcadis U.S., Inc.

BY: _____
Robert Lawson, P.E.,
Vice President

SEAL

CORPORATE SEAL



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

BY: _____
(Deputy Clerk)

ATTEST WITNESS:

BY: _____
(Print Name)

(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: _____
Ornela A. Fernandez

BY: _____
Diana Walker
(Print Name)

Diana Walker
(Signature)

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

EXHIBIT "A"



Scope of Work

Palm Beach County

Intersection Improvements Annual Services On A Work Task Order Basis

The scope of work to be provided on this assignment will consist of the preparation of reports, designs, and construction plans for the widening and improvement of various intersections within Palm Beach County. Professional services will include but not be limited to Surveying, Professional Engineering, intersection and roadway design, stormwater drainage design, geotechnical engineering, permitting, pavement marking and signage design, and related services.

Imagine the result

EXHIBIT "B"

Exhibit B

Task Order Basis - Fee Schedule

*Rates Ok.
DZy*

ARCADIS U.S., INC.

2081 Vista Parkway e-mail: hank.deibel@arcadis-us.com
 West Palm Beach, FL 33411 Ph. (561) 697-7075 Fax (561) 697-7751
 Contact: Henry W. Deibel, Jr., P.E.

Fee Schedule		
Classification	Raw Rate	* Burdened Rate
Chief Engineer	\$68.55	205.65
Senior Engineer	\$54.49	\$163.47
Project Engineer	\$40.77	\$122.31
Designer	\$31.20	\$93.60
CADD/Draftsman	\$21.14	\$63.42
Surveyor (P.S.M.)	\$36.53	\$109.59
Survey Technician	\$25.33	\$75.99
Survey Field Crew (2-Man)	\$41.67	\$125.01

Multiplier:
Salary 1.00

Overhead & Fringe 1.78

7.9% Profit 0.22

Total 3.00

* Rounded

Sub-Consultants

Simmons & White, Inc.
General Highway Design
Rob Rennebaum

Brown & Phillips
Land Surveying
John Phillips

Tierra South Florida, Inc.
Geotechnical
Raj Krishnashamy

ARCADIS US, Inc. will provide "Additional Services, as Authorized and Approved by the Owner, Palm Beach County".

SCHEDULE 1

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

PROJECT NAME OR BID NAME: Intersection Improvements Annual Services PROJECT NO. OR BID NO.: On A Work Task Order Basis
 NAME OF PRIME BIDDER: Arcadis U.S., Inc. ADDRESS: 2081 Vista Parkway West Palm Beach, Fl 33411
 CONTACT PERSON: Robert Lawson, PE PHONE NO.: 561.697.7000 FAX NO.: 561.697.7751
 BID OPENING DATE: _____ USER DEPARTMENT: Engineering & Public Works

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

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Brown & Phillips, Inc. 1860 Old Okeechobee Road Suite 509 West Palm Beach, Fl 33409 561.615.3988	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	12%				
2. Tierra South Florida, Inc. 2765 vista Parkway, Suite 10 West Palm Beach, Fl 33411 561.687.8536	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					6% Asian
3. Simmons & White, Inc. 5601 Corporate Way, suite 200 West Palm Beach, Fl 33407 561.478.7848	<input type="checkbox"/>	<input checked="" type="checkbox"/>					3% White
4.	<input type="checkbox"/>	<input type="checkbox"/>					

Exhibit "D" - Page 1 of 4

(Please use additional sheets if necessary)

Total Bid Price \$ N/A Total 12% Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 21% 9%

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2014

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

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (AC. No. Ext): (866) 283-7122 FAX (AC. No.): 800-367-0105 E-MAIL: ADDRESS:																						
	INSURED Arcadis U.S. Inc. 630 Plaza Drive Suite 700 Highlands Ranch CO 80129 USA	<table border="1"> <tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr><td>INSURER A:</td><td>Lexington Insurance Company</td><td>19437</td></tr> <tr><td>INSURER B:</td><td></td><td></td></tr> <tr><td>INSURER C:</td><td></td><td></td></tr> <tr><td>INSURER D:</td><td></td><td></td></tr> <tr><td>INSURER E:</td><td></td><td></td></tr> <tr><td>INSURER F:</td><td></td><td></td></tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Lexington Insurance Company	19437	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER A:	Lexington Insurance Company	19437																					
INSURER B:																							
INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							

Holder Identifier : M

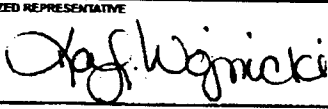
COVERAGES CERTIFICATE NUMBER: 570053477402 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PHOJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP-OF AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Archit&Eng Prof		015448990 Professional & Pollution SIR applies per policy terms & conditions	06/01/2013	06/01/2014	Each Claim \$1,000,000 Annual Aggregate \$1,000,000

Certificate No : 570053477402

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Engineering design services for all projects within Palm Beach County. The professional/pollution liability policy has full prior acts coverage. For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/09/2014

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

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Arcadis U.S. Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA	INSURER A: Greenwich Insurance Company 22322	
	INSURER B: XL Specialty Insurance Co 37885	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier : ABFGI

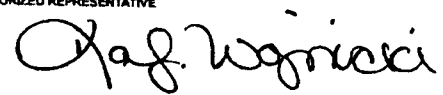
COVERAGES **CERTIFICATE NUMBER:** 570053429080 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		GEC001076112	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE/AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Property Damage to		AEC001075812 AOS AEC001719510 MA	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION					EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N / A	RWD943516308 All other States RWR943516708 WI	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570053429080

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Palm Beach County Board of County Commissioners, Political Subdivision of the State of Florida, its officers, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability and Automobile Liability policies evidenced herein are primary to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Palm Beach County Board of County Commissioners, Political Subdivision of the State of Florida, its officers, employees and agents in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation Policies. Severability of Interests applies as if each Named Insured were the only Named Insured; and separately to each insured against whom claim is made or suit

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Department of Engineering & Public Works 2300 N. Jog Road, 3 Floor West Palm Beach FL 33411-2745 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: 570000005571

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Arcadis U.S, Inc.	
POLICY NUMBER See Certificate Number: 570053429080			
CARRIER See Certificate Number: 570053429080	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:
is brought.

ATTACHMENT 2

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

This is a Contract made as of _____, 2014 between **Palm Beach County (COUNTY)**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and **HSQ Group, Inc. (ANNUAL CONSULTANT)**, an engineering firm having an office and a place of business at 1489 W. Palmetto Park Road, Suite 340, Boca Raton, Florida 33486, and having Federal Tax I.D. #20-2052928. The **COUNTY** intends to have the **ANNUAL CONSULTANT** provide intersection improvement 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 intersection improvement services by **ANNUAL CONSULTANT** and the payment for those services by **COUNTY** as set forth below.

SECTION 1 - BASIC SERVICES OF ANNUAL CONSULTANT

1.1 General

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

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

1.1.3. The **ANNUAL CONSULTANT** has, during the selection and negotiation process which has preceded this Contract, represented to the **COUNTY** that the **ANNUAL CONSULTANT** is possessed of that level of skill, knowledge, experience and expertise that is commensurate with engineering firms of national repute in the areas of practice required for this project. The **ANNUAL CONSULTANT** acknowledges that the **COUNTY** has relied on the **ANNUAL CONSULTANT'S** representations of skill, knowledge, experience and expertise. By executing this contract, the **ANNUAL CONSULTANT** agrees that the **ANNUAL CONSULTANT** will exercise that degree of care, knowledge, skill and ability as other engineering firms possessing the degree of skill, knowledge, experience and expertise which the **ANNUAL CONSULTANT** has claimed. The **ANNUAL CONSULTANT** shall perform such duties as may be assigned without neglect. The **ANNUAL CONSULTANT** accepts the relationship of trust and confidence established by this Contract, 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 Contract first written. It is specifically understood that the Accessibility provisions of the Americans With Disabilities Act (ADA) shall be complied with and incorporated into the project.

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

1.15 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 ANNUAL CONSULTANT

2.1 Services Requiring Authorization in Advance

If authorized in writing by the **COUNTY'S** authorized representative, the **ANNUAL CONSULTANT** shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.9 inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in the Fee Summary, Exhibit "B". These will be paid for by the **COUNTY**, only when specifically authorized and in accordance with Section 5.

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

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

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

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

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

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

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

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

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

SECTION 3 - COUNTY'S RESPONSIBILITY

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

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

3.2. Provide all criteria and full information as to the COUNTY'S requirements for the PROJECT, including study/design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which the COUNTY will require to be included in the drawings and specifications.

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

3.4. Furnish to the ANNUAL CONSULTANT the items listed in Exhibit "A".

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

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

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

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

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

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

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

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

SECTION 4 - PERIODS OF SERVICE

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

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

SECTION 5 - PAYMENTS TO ANNUAL CONSULTANT

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

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

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

5.1.2.1. Actual Salary costs times a factor of 2.8719 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 Contract 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 Contract will be kept in accordance with generally accepted accounting practices. Copies will be made available to the COUNTY on request prior to final payment for the ANNUAL CONSULTANT'S services.

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

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

5.4. **Definitions**

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

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

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Opinions of Cost**

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

SECTION 7 - GENERAL CONSIDERATION

7.1. **Termination**

This Contract may be canceled by the ANNUAL CONSULTANT upon thirty (30) days prior written notice to the COUNTY if, through no fault of the ANNUAL CONSULTANT, the COUNTY fails to cure any material

default by the COUNTY in its performance of the terms of this Contract. This Contract may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the ANNUAL CONSULTANT. Unless the ANNUAL CONSULTANT is in breach of this Contract, the ANNUAL CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of cancellation or termination. In the event of cancellation by the ANNUAL CONSULTANT or termination by the COUNTY, ANNUAL CONSULTANT agrees to waive and make no claim for lost profits or other consequential damages. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the ANNUAL CONSULTANT shall:

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

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

7.2. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

7.3 Reuse of Documents

Notwithstanding any breach of this Contract by either party nor the status of payment to the ANNUAL CONSULTANT, nor the COUNTY'S exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this

Project which have been created as a part of the ANNUAL CONSULTANT'S services, or authorized by the COUNTY as a reimbursable expense, whether generated directly by the ANNUAL CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or ANNUAL CONSULTANT, and wherever located shall be the property of the COUNTY.

7.4. **Insurance**

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

7.4.1 **Commercial General Liability**

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

7.4.2. **Business Automobile Liability**

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

7.4.3. **Worker's Compensation Insurance & Employers Liability**

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

7.4.4. **Professional Liability**

ANNUAL CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$40,000, COUNTY reserves the right, but not the obligation, to review and request a copy of ANNUAL CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, ANNUAL CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, ANNUAL CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. ANNUAL CONSULTANT shall provide this coverage on a primary basis.

7.4.5. **Additional Insured**

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

7.4.6. **Waiver of Subrogation**

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

7.4.7. **Certificate(s) of Insurance**

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

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

7.7. Successors and Assigns

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

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

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

7.8 Subcontracting

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

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. The ANNUAL CONSULTANT has committed to 80.00% for this Contract.

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

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

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

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

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

The **ANNUAL CONSULTANT** understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the contract as it relates to the use of SBE firms. Any SBE's which, for any reason, no longer remain associated with the Project shall be replaced by the **ANNUAL CONSULTANT** with other certified SBE's, unless approval to the contrary is granted by the **COUNTY**.

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

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

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

7.9. **Personnel**

The **ANNUAL CONSULTANT** represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

Such personnel shall not be employees of or have any contractual relationship with the **COUNTY**. All of the services required herein shall be performed by the **ANNUAL CONSULTANT** or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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

7.10. **Availability of Funds**

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

7.11. **Conflict of Interest**

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

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

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

7.12. **Independent Contractor Relationship**

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

7.13. **Access and Audits**

The ANNUAL CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ANNUAL CONSULTANT'S place of business.

7.14 **Severability**

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

7.15 **Entirety of Contractual Agreement**

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

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

7.16 **Office of the Inspector General**

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 Federal & State Tax

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

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

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

8.2.1. Exhibit A: Scope of Services

8.2.2. Exhibit B: Fee Summary

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

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

8.3. This Contract (consisting of pages 1 to 16, inclusive), together with the Exhibits and Schedules identified above constitute the entire agreement between the **COUNTY** and the **ANNUAL CONSULTANT** and supersedes all prior written or oral understandings. This Contract and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

SECTION 9 - CRIMINAL HISTORY RECORDS CHECK

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

SECTION 10 - REGULATIONS; LICENSING REQUIREMENTS

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

SECTION 11 - ARREARS

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

SECTION 12 - NONDISCRIMINATION

The **ANNUAL CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

SECTION 13 - AUTHORITY TO PRACTICE

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

SECTION 14 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the **ANNUAL CONSULTANT** shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the contract and no higher than those charged the **ANNUAL CONSULTANT'S** most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the **COUNTY** determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The **COUNTY** shall exercise its rights under this section within three (3) years following final payment.

SECTION 15 - REMEDIES

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

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

SECTION 16 - EXCUSABLE DELAYS

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

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

SECTION 17 - CONTINGENT FEES

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

SECTION 18 - PUBLIC ENTITY CRIMES

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

SECTION 19 - MODIFICATIONS OF WORK

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

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

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

SECTION 20 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

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

SECTION 21 – PUBLIC RECORDS

If the Consultant acts on behalf of the County, the Consultant shall comply with the requirements of F.S. 119.0701, as amended, and shall specifically:

- A. Keep and maintain public records that ordinarily and necessarily are required by the County in order to perform services as provided under this Contract.
- B. Provide the public with access to public records on the same terms and conditions that the County is by law required to furnish, and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- C. Ensure that all public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost to County, all public records in possession of Consultant upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

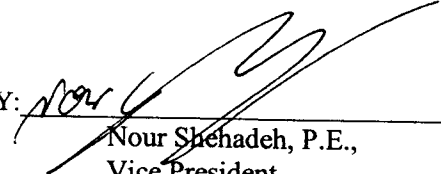
Failure of Consultant to comply with these requirements shall be a material breach of this Contract.

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

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

ANNUAL CONSULTANT:
HSQ Group, Inc.

BY: _____
Priscilla A. Taylor, Mayor

BY:  _____
Nour Shehadeh, P.E.,
Vice President

SEAL

CORPORATE SEAL

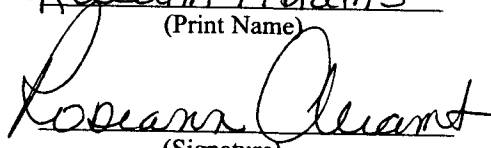


ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

ATTEST WITNESS:

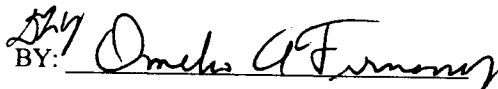
BY: _____
(Deputy Clerk)

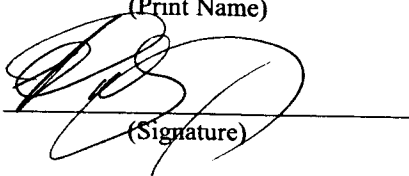
BY: Roseann Abrams
(Print Name)


(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Robert Watson Jr.
(Print Name)


BY: _____


(Signature)

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

EXHIBIT "A"



HSQ GROUP, INC.
Engineers • Planners • Surveyors

SCOPE OF WORK

PALM BEACH COUNTY

INTERSECTION IMPROVEMENTS ON AN ANNUAL BASIS

The scope of work to be provided on this assignment will consist of the preparation of reports, designs and construction plans for the widening and improvement of various intersections within Palm Beach County. Professional services will include but not be limited to Surveying, Professional Engineering, intersection and roadway design, stormwater drainage design, permitting, pavement marking and signage design and related services.

EXHIBIT "B"



HSQ GROUP, INC.
Engineers • Planners • Surveyors

March 25, 2014

Mr. David Young, P.E.
PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS
2300 North Jog Road, 3rd Floor-West Wing
West Palm Beach, FL 33411

Rates OK.
DZy

Re: **Palm Beach County Intersection Improvement Annual Services**
(Unburdened Salary Rates and Multiplier)

Dear Dave:

The following is a list of pay rates for HSQ Group, Inc. concerning the above referenced project. Please note that we do not use the same categories the County uses, however, the following rates match your categories as close as possible:

- | | |
|--|---------------|
| • Designer (5+ years of experience, non-registered, non-degreed) | \$24.04 /hour |
| • Engineer Intern (entry level with engineering degree) | \$28.34 /hour |
| • Project Manager (PE w/5+ years of post-registration) | \$43.27 /hour |
| • Senior Engineer (PE w/10+ years of post-registration experience) | \$49.00 /hour |

Also, attached to this letter is a copy of the annual audit summary of our overhead rate only. We have not received the letter from the FDOT yet that summarizes the attached page, once we do we will forward a copy for your records. *This information should be available to us by the beginning of April, 2014.*

Please note that our combined rate is a very low rate of 156.42%. If we use the allowable operating margin of 12% then our multiplier would be 2.8719

Should you have any questions please do not hesitate to call me. We look forward to working with you on this project.

Sincerely,
HSQ Group, Inc.

Nour Shehadeh, P.E.
Vice President

SCHEDULE 1

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

PROJECT NAME OR BID NAME: Intersection Improvements Annual Services PROJECT NO. OR BID NO.: On A Work Task Order Basis
 NAME OF PRIME BIDDER: HSQ Group, Inc. ADDRESS: 1489 W. Palmetto Park Road, Suite 340, Boca Raton, FL 33486
 CONTACT PERSON: Nour Shehadeh, PE PHONE NO.: 561-392-0221 FAX NO.: 561-392-6458
 BID OPENING DATE: _____ USER DEPARTMENT: Engineering & Public Works

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

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. HSQ GROUP INC. 1489 W. Palmetto Park Road, Suite 340 Boca Raton, FL 33486	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	75%
2. Tierra South Engineer 2765 Vista Parkway, Suite 10 West Palm Beach, FL 33411	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	5%
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid Price \$ _____ Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 80%

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

Revised 03/15/2011



CERTIFICATE OF LIABILITY INSURANCE

HSQGROU-01 MQUINTERO

DATE (MM/DD/YYYY)

3/4/2014

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 Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME: PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): (305) 362-2443 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED HSQ Group, Inc. 1489 Palmetto Park Road Suite #340 Boca Raton, FL 33486	INSURER A : Hartford Casualty	
	INSURER B : Tudor Insurance Co	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	


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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	21SBAIG1445	10/17/2013	10/17/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		21SBAIG1445	10/17/2013	10/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	21SBAIG1445	10/17/2013	10/17/2014	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					AGGREGATE \$ 4,000,000
	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	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Prof Liab Claim Made		AEL1004131	6/3/2013	6/3/2014	Each Claim 1,000,000
B	Retro Date 1/18/2005		AEL1004131	6/3/2013	6/3/2014	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Professional Liability Each Claim Deductible is \$20,000.

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, Its Officers, Employees & Agents are named additional insured, if required by written contract, as respects Commercial General Liability, for all projects insured is working on for Palm Beach County.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Engineering & Public Works Department 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 
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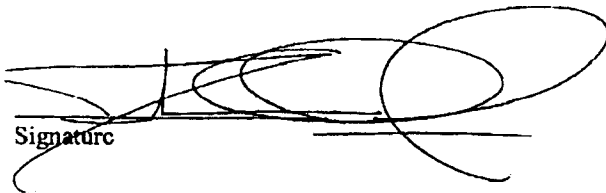
HSQ GROUP, INC.
 Engineers • Planners • Surveyors
 1489 West Palmetto Park Road, Suite 340
 Boca Raton, FL 33486
 (561) 392-0221 Phone • (561) 392-6458

HSQ GROUP INC. AFFIDAVIT

HSQ Group Inc. located at 1489 W. Palmetto Park Road, Suite 340, Boca Raton, FL 33486, owns the following two vehicles:

06 Toyota Tacoma-5TETX22N46Z243428

06 Ford F150-IFTRX14W66NB80474



Signature

Antonio Quevedo, P.E./President
 Printed Name/Title

STATE OF FLORIDA

COUNTY OF PALM BEACH

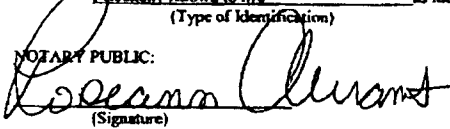
The foregoing instrument was acknowledged before me this 20 day of JUNE, 2012, by

Antonio Quevedo, PE as President of
 (Name of person who's signature is being notarized) (Title)

HSQ GROUP INC. known to me to be the person described herein, or who produced
 (Name of Corporation/Company)

Personally Known to Me as identification, and who did/did not take an oath.
 (Type of Identification)

NOTARY PUBLIC:



(Signature)

ROSEANN AHRAMS

My commission expires: 10-03-2013

