

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Agency 721 Org. Various Object Various

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

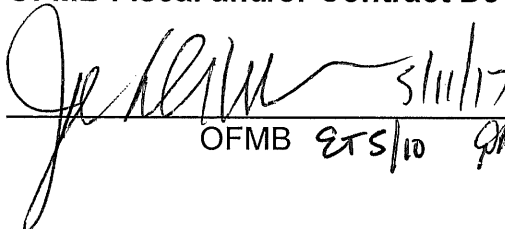
B. Recommended Sources of Funds/Summary of Fiscal Impact:

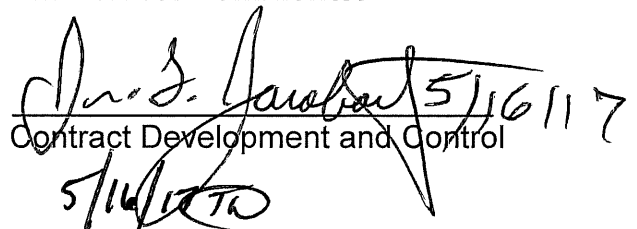
This Contract do^{es} not encumber any funds. CSA's will be issued under a task by task basis.

C. Department Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:


 OFMB ETS/10 5/11/17 5/11


 Contract Development and Control
5/16/17

B. Legal Sufficiency:


 Assistant County Attorney
5/18/17

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
SURVEYING AND MAPPING ANNUAL SERVICES
ON A TASK ORDER BASIS
PROJECT No. WUD 16-082**

This Contract is made as of the _____ day of _____, 20__, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Dennis J. Leavy & Associates, Inc.**, a Surveying and Mapping Firm, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is **#65-0529801**.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide **professional consultation/surveying and mapping services** required for County User Departments, on an as needed basis which shall be requested through individual Consultant Services Authorizations, an example of which is attached hereto and incorporated herein as Exhibit "A". The services shall be provided in accordance with each Consultant Services Authorization and in accordance with the Proposal submitted by CONSULTANT in response to the Request for Proposal for **SURVEYING AND MAPPING ANNUAL SERVICES ON A TASK ORDER BASIS, PROJECT No. WUD 16-082**. A copy of said Proposal is on file with the Palm Beach County Water Utilities Department, 8100 Forest Hill Blvd., West Palm Beach, FL 33413, and is incorporated by reference herein as Exhibit "B".

The COUNTY'S representative/liaison during the performance of this Contract shall be ***Hassan Hadjimiry, P.E.***, telephone no. ***561-493-6000***.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be **David A. Bower, P.S.M, Vice President**, telephone no. **(561) 753-0650**.

CONSULTANT shall provide professional surveying services for COUNTY in all phases of each project to which this Contract applies as hereinafter provided. These services will include serving as COUNTY'S professional surveying representative for the project(s), providing professional surveying consultation and advice including easements and title searches.

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 CONSULTANT and the COUNTY under this Contract shall be considered as neither barring the CONSULTANT from, nor granting special consideration to the CONSULTANT, in participating in the selection process for a consultant to provide such additional services.

ARTICLE 2 - SCHEDULE

This Contract for the above described services will commence upon the date of County approval and shall remain in effect for a period of one (1) year plus two (2), one (1) year renewals option at

the discretion of the County for a potential maximum of three (3) years from that date. The period of service shall continue until completion of all outstanding Consultant Services Authorizations issued within the period of this contract, unless otherwise terminated as provided herein.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The COUNTY will pay the CONSULTANT an hourly not-to-exceed fee, and/or a lump sum fee, as may be required for each Consultant Services Authorization. The COUNTY must authorize each Consultant Services Authorization in writing prior to commencement of the work. The execution of this Contract by the parties does not guarantee any minimum level of work or that any Consultant Services Authorization will be issued by the COUNTY to the CONSULTANT under this Contract.

- B. The COUNTY agrees to pay the CONSULTANT compensation for services rendered based upon the established actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor of 2.58. The labor rates, overhead and profit factors may be subject to audit. Hourly raw labor rates shall not include any employer paid fringe benefits such as social security contributions, unemployment excise and payroll taxes, workers compensation etc. The scheduled range of hourly raw labor rates by labor category as set forth in Exhibit C is attached hereto and made a part hereof.

The total amount to be paid by the COUNTY under each Consultant Services Authorization for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph D below) shall not exceed the amount approved in each Consultant Service Authorization. The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT may invoice the COUNTY on a monthly basis for services rendered toward the completion of the Scope of Work. Invoices for partially completed items shall not exceed the estimated percentage of completion as of the invoice date. Partial payments for lump sum fees shall include description of work completed within the payment invoice period and the percentage completion of each sub-task as described in the Consultant Services Authorization.

- C. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract and the applicable Consultant Services Authorization. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- D. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed that approved in each Consultant Services Authorization, and in accordance with the list of the types and amounts of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract and applicable Consultant Services Authorization shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Consultant Services Authorization. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract and applicable Consultant Services Authorization will be paid in accordance with the

rates and conditions set forth in Section 112.061, Florida Statutes.

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the 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 CONSULTANT'S most favored customer for the same or substantially similar service.

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 Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the 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.

ARTICLE 6 - PERSONNEL

The 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.

authorized or permitted under state and local law to perform such services.

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

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

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

ARTICLE 7 - 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 CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the 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 CONSULTANT agrees to 100% SBE participation.**

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

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT'S contract with any SBE subcontractor or any other related documentation upon request.

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

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

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, for each Consultant Services Authorization.

The 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.

ARTICLE 8 - FEDERAL AND 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 CONSULTANT. The 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 CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The 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.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. 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. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing 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. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter

440. CONSULTANT shall provide this coverage on a primary basis.

- E. **Professional Liability** 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 **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, 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, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.
- F. **Additional Insured** 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." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** 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 to the policy, then 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 specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

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

Email: psc@instracking.com
Fax: (562) 435-2999

- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for 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.
- J. **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.

ARTICLE 11 - INDEMNIFICATION

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 CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its 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 CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

The 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 of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement 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 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 CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the 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 CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The 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 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 CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the 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.

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, 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 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 court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or 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.

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

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

The CONSULTANT shall be allowed to retain a copy of its work for its record purposes.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The 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 CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the 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.

ARTICLE 21 - NONDISCRIMINATION

The 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.

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

ARTICLE 22 - AUTHORITY TO PRACTICE

The 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.

ARTICLE 23 - 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 provision, 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.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, 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 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).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the Scope of Work for each Consultant Services Authorization, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

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

Consultant Services Authorizations may be terminated by the County without cause or prior notice. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed through the date of termination, together with reimbursable expenses (if applicable) then due.

ARTICLE 26 - NOTICE

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

Palm Beach County Water Utilities Department
c/o Hassan Hadjimiry
8100 Forest Hill Blvd
West Palm Beach, FL 33413

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

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

Mr. Dennis Leavy, President
Dennis J. Leavy & Associates, Inc.
460 Business Park Way, Suite D
Royal Palm Beach, FL33411

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

COUNTY and the CONSULTANT agree that this Contract, and any Consultant Services Authorization issued hereunder, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein and therein. 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 in accordance with Article 25-

Modifications of Work, or as set forth in a Consultant Services Authorization.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The 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 CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 30 - 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, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by 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.

ARTICLE 31 - PUBLIC RECORDS

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

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees,

charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.
- D. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liason, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 – STANDARD OF CARE

CONSULTANT has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the CONSULTANT is possessed of a superior level of skill, knowledge, experience and expertise as compared to that of other professionals in CONSULTANT'S area of practice. CONSULTANT acknowledges that COUNTY has relied on CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this Contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill and ability as other professionals possessing the degree of skill, knowledge, experience and

expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect. CONSULTANT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANT's best skill, efforts and judgment in furthering the interests of the COUNTY. CONSULTANT agrees to perform each assignment in the best, most efficient and economical manner consistent with the COUNTY'S interests.

CONSULTANT further contracts with 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.

Remainder of page intentionally left blank.

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
SURVEYING AND MAPPING ANNUAL SERVICES
ON A TASK ORDER BASIS
PROJECT No. WUD 16-082**

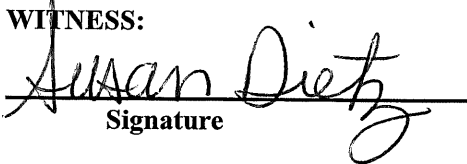
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

**ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

WITNESS:

Signature

CONSULTANT:
Dennis J. Leavy & Associates, Inc.
Company Name

Susan Dietz
Name (type or print)


Signature


Signature

David A. Bower
Typed Name

Abner Velazquez
Name (type or print)

Vice President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By: 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

EXHIBIT "A"
STANDARD CONSULTANT SERVICES AUTHORIZATION

CONSULTANT SERVICES AUTHORIZATION NO. _____

Project Title: _____

Project No. WUD: _____

Budget Line Item No. _____

District No.: _____

THIS AUTHORIZATION No. _____ to the Contract for Consulting/Professional Services dated _____ (R20 _____ - _____), by and between Palm Beach County and the Consultant identified herein, is for the Consultant Services described in Item 3 of this Authorization. The Contract provides for _____% SBE participation overall. This Consultant Services Authorization includes _____% overall participation. The cumulative SBE participation, including this authorization is _____% overall. Additional authorization will be utilized to meet or exceed the stated overall participation goal.

1. CONSULTANT: _____

2. ADDRESS: _____

3. Description of Services to be provided by the Consultant:

See ATTACHMENT A.

4. Services completed by the Consultant to date (Summary and Status of Authorizations):

See ATTACHMENT E.

5. Consultant shall begin work promptly on the requested services.

6. The compensation to be paid to the Consultant for providing the requested services shall be:

A. Computation of time charges plus expenses, not to exceed \$ _____

B. Fixed price of \$ _____

7. This Authorization may be terminated by the County without cause or prior notice. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed through the date of termination, together with reimbursable expenses (if applicable) then due.

Project No. WUD: _____ Consultant Services Authorization No. _____

Project Title: _____

- 8. SBE participation is included in Attachment D under this Authorization. The attached Schedule 1 defines the SBE applied to this Authorization and Schedule 2 establishes the SBE contribution from each subconsultant (Letter of Intent to perform as an SBE).
- 9. EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED, all other terms, conditions and obligations of the Contract dated _____ remain in full force and effect.

IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms, conditions and obligations of the aforementioned Contract.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Palm Beach County
Water Utilities Department

Jim Stiles, Director

Date

CONSULTANT: _____

(Signature)

(Name and Title)

Date

Project No. WUD: _____ Consultant Services Authorization No. _____

Project Title: _____

IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms, conditions and obligations of the aforementioned Contract.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Palm Beach County
Contract Review Committee

Irwin Jacobowitz, Director,
Contract Development Control

Date

CONSULTANT: _____

(Signature)

(Name and Title)

Date

Project No. WUD: _____ Consultant Services Authorization No. _____

Project Title: _____

IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms, conditions and obligations of the aforementioned Contract.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Sharon R. Bock, Clerk & Comptroller,
Palm Beach County

Palm Beach County,
Board of County Commissioners

ATTEST:

Signed: _____

Signed: _____
Paulette Burdick, Mayor

Typed Name: _____
Deputy Clerk

Date

Approved as to Form and Legal
Sufficiency

Signed: _____

Typed Name: _____
County Attorney

CONSULTANT: _____

(Signature)

(Name and Title)

Date

LIST OF ATTACHMENTS

Project No. WUD _____ Consultant Services Authorization No. _____

Project Title _____

ATTACHMENT - A	Scope of Work
ATTACHMENT - B	Budget Summary
ATTACHMENT - C	Project Schedule
ATTACHMENT - D	SBE Schedule 1, 2, 3a and 4
ATTACHMENT - E	Authorization Status Report - Summary and Status of Authorizations
ATTACHMENT - F	Authorization Status Report – Summary of SBE Tracking
ATTACHMENT - G	Location Map

ATTACHMENT A

CONSULTANT SERVICES AUTHORIZATION NO. _____

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT ENGINEERING/PROFESSIONAL SERVICES

SCOPE OF WORK FOR

INTRODUCTION

Palm Beach County (COUNTY) entered into an agreement entitled Contract for Engineering/ Professional Services - Palm Beach County Utilities Department Project No. WUD _____ (CONTRACT) with: _____ (CONSULTANT) to provide engineering services for various general activities on (Reference Document _____). This Consultant Service Authorization will be performed under that CONTRACT.

This Consultant Services Authorization encompasses providing services related to the

BACKGROUND

SCOPE OF SERVICES

CONSULTANT shall perform the engineering Scope of Services as described herein.

COMPENSATION

SBE PARTICIPATION

1. SCHEDULE 3(A) – Professional Services Activity Report

This form shall be submitted by the prime contractor with each payment application when SBE and/or M/WBE sub-consultants are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE sub-consultants, specify the sub-consultants dollar amount for each sub-consultants and show amount drawn and payments to date issued to sub-consultants.

2. SCHEDULE 4 – SBE-M/WBE Payment Certification

A schedule 4 for each SBE and/or M/WBE sub-consultant shall be completed and signed by the proposed SBE and/or M/WBE after receipt of payment from the prime. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub-consultant in the performance of the contract.

SBE participation is included in the **ATTACHMENT F** under this authorization. The attached Schedule 1 defines the SBE applied to this CSA/Contract and Schedule 2 establishes the SBE contribution from each subcontractor (Letter of Intend to perform as an SBE).

ATTACHMENT - B

BUDGET SUMMARY

		Labor Classification and Hourly Rate								
Task		Vice President	Senior Assoc.	Assoc	Engineer	Designer	Technical Typist	Total Labor	Sub Consultant Services	
Number	Task Description									
1	Industrial Pretreatment Program Modifications <i>Mathews Consulting Inc. (Subconsultant)</i>									
	Subtotal Task 1				0	0	0	\$ -		
	Labor Subtotal Hours	0	0	0	0	0	0		\$ -	
	Labor Raw Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	Labor Multiplier								1.10	
	Labor SubTotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
	Labor Total	\$ -								
	Subconsultant Labor Total	\$ -								
	Subconsultant Multiplier									
	Subcontract Total	\$ -								
	Project Total	\$ -								

ATTACHMENT - C

PROJECT SCHEDULE

The completion dates for this work will be as follows (starting from CONSULTANT'S receipt of Notice-to-Proceed).

Engineering Services

Completion Date from Notice to Proceed

**ATTACHMENT D
SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE CONSULTANT/SUBCONSULTANTS**

PROJECT NAME: _____ PROJECT NO. _____
 NAME OF PRIME CONSULTANT: _____ ADDRESS: _____
 CONTACT PERSON: _____ PHONE NO.: _____ FAX NO.: _____
 DESCRIPTION OF SERVICES _____

PLEASE LIST THE DOLLAR AMOUNT AND PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.
 PLEASE ALSO LIST THE DOLLAR AMOUNT AND PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUB-CONSULTANTS ON THIS
 PROJECT. IDENTIFY ALL APPLICABLE CATEGORIES OF CONSULTANT/SUBCONSULTANTS

Name, Address and Phone Number	(Check one or both Categories)		Consultant/Sub-consultant Dollar Amount and Percentage of Services				
	<u>M/WBE</u>	<u>SBE</u>					
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
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 SBE-M/WBE Participation _____%			Total	_____	_____	_____	_____

NOTE: 1. The percentages listed on this form must be supported by the sub-consultant included on Schedule 2 in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE CONSULTANT/SUBCONSULTANT**

This document must be completed by ALL SBE-M/WBE's and submitted with this CSA. Specify in detail, the particular consulting services to be performed and the dollar amount and/or percentage for each services. SBE credit will only be given for services which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described consulting services in connection with the above project and will enter into a formal agreement for work with you, conditioned upon execution of a contract with Palm Beach County.

Additional Sheets May Be Used As Necessary

(Specify in detail the particular consulting services thereof to be performed)

Total SBE-M/WBE Participation _____ %

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE sub-consultant, please list the name of that sub-consultant and the amount below.

Price or Percentage _____
(Name of Sub-consultant)

The Prime Consultant affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the services with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE sub-consultant affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE sub-consultants except as noted above.

The undersigned sub-consultant understands that the provision of this form to the Prime Consultant does not prevent sub-consultant from providing quotations to other.

Print name of
SBE-M/WBE Sub-consultant

By: _____
(Signature)

Print name/title of person executing on behalf
of SBE-M/WBE

Date: _____

**OSBA Schedule 3(A)
PROFESSIONAL SERVICES ACTIVITY REPORT**

Project No.: _____
Task Authorization No: _____

REPORTING PERIOD: _____

Prime Consultant Address: _____
City/State: _____ Zip _____
Contact Person: _____ Phone # _____
Contract Name: _____
Contract Term: _____ Contract Amount\$ _____
Total Percentage performed by the Prime's Firm: _____ SBE-M/WBE Firm: _____
Service Type: Architectural _____ Engineering _____ Surveying _____
Other (Specify) _____
Have Sub-Consultants completed work with its own workforce for this application?
Yes _____ No _____

Note: If yes, complete below:

SUB-CONSULTANTS

1. Firms Name: _____
Address/Tel: _____
Estimated Start Date: _____ Contract Amount: _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____

2. Firm's Name: _____
Address//Tel: _____
Estimated Start Date: _____ Contract Amount: _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____

3. Firm's Name: _____
Address/Tel: _____
Estimated Start Date: _____ Contract Amount _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____

I certify that the above is true to the best of my knowledge

Signature/Title

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ _____ . _____

On _____ - _____ - _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: IF the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Rev

Personally Known _____ OR Produced Identification _____ Type of Identification _____

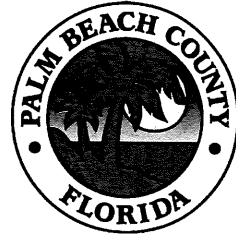
ATTACHMENT - F

AUTHORIZATION STATUS REPORT

SUMMARY OF SBE / MINORITY BUSINESS TRACKING

	Total	SBE
Current Proposal		
Value of Authorization No.	\$0	
Value of SBE Letters of Intent	\$0	\$0
Actual Percentage	0%	0%
Signed/Approved Authorizations		
Total Value of Authorizations	\$0	
Total Value of SBE Signed Subcontracts	\$0	\$0
Actual Percentage	0%	0%
Signed/Approved Authorizations Plus Current Proposal		
Total Value of Authorizations	\$0	
Total Value of Subcontracts & Letters of Intent	\$0	\$0
Actual Percentage	0%	0%
GOAL	100%	100%

ATTACHMENT G



Palm Beach County Water Utilities Department Service Area (SA) and Major Facilities

Legend

- ★ Administration
- WTP Water Treatment Plant
- Reclamation Facility
- Wastewater Reclamation Facility
- Wastewater Treatment Plant
- Mandatory Reclaimed SA
- Palm Beach County Limits
- P.B.C.W.U.D. Service Area



NOT TO SCALE

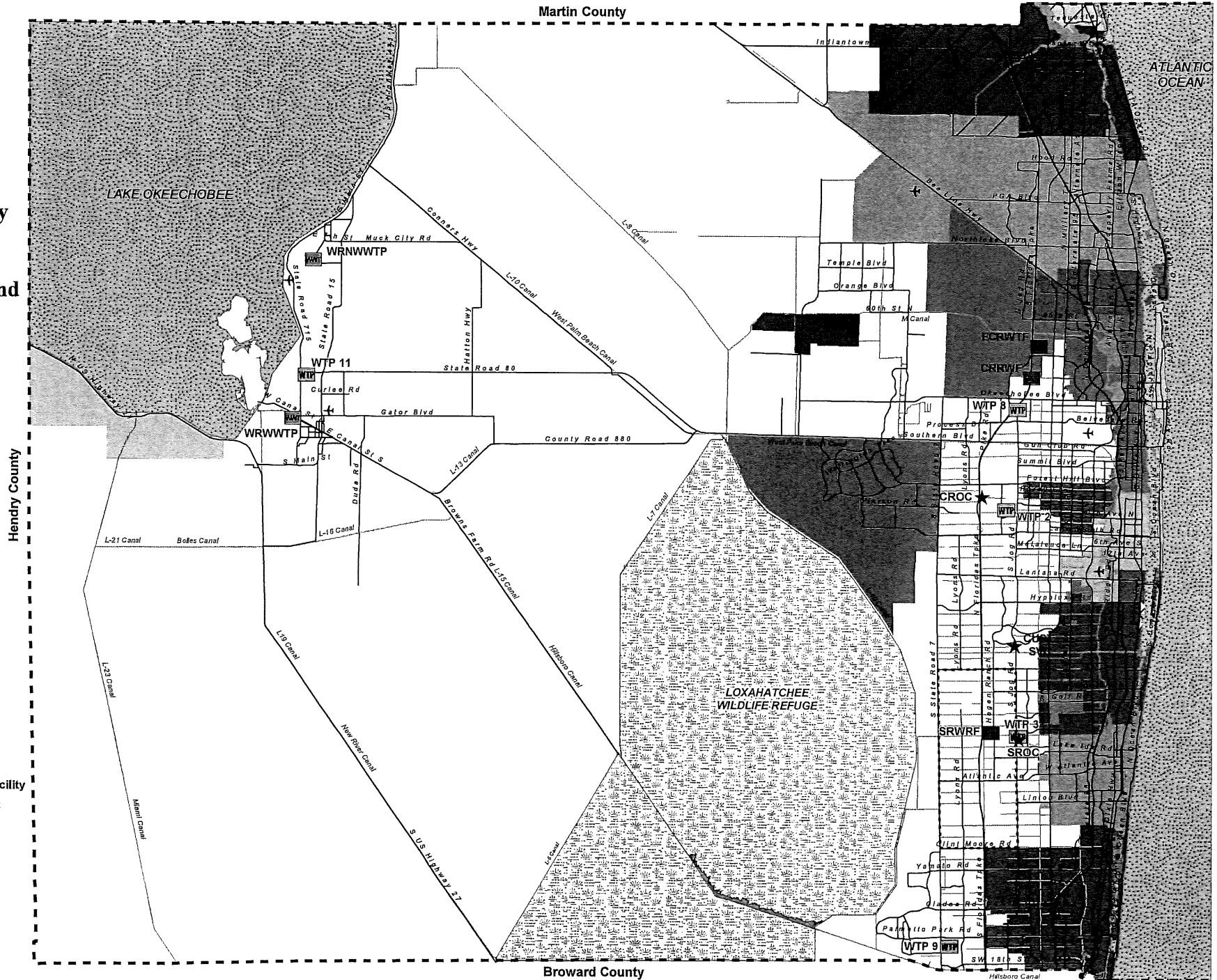


EXHIBIT "B"
SURVEYING AND MAPPING ANNUAL SERVICES
ON A TASK ORDER BASIS
PROJECT No. WUD 16-082

PROPOSAL FROM DENNIS J. LEAVY & ASSOCIATES, INC.
ON-FILE AT:
PALM BEACH COUNTY WATER UTILITIES
8100 FOREST HILL BLVD.
WEST PALM BEACH, FL 33413

EXHIBIT "C"
HOURLY RAW LABOR RATES

"FEE SCHEDULE"

PROFESSIONAL SURVEYING SERVICES:

1.	Hourly Rates (Direct Labor)	= 100%
	(Combined Overhead)	= 146%
	(Operating Margin)	= 12%
	Multiplier	= 2.58

A) Field tasks: (Fully equipped except for reimbursable equipment)

	Raw/Burdened
1) Two-Man Survey Crew	\$ 46.52 / \$120.02 per hour
2) Three-Man Survey Crew	\$ 54.27 / \$140.01 per hour

B) Office tasks:

	Raw/Burdened
1) Senior Surveyor	\$ 42.64 / \$110.01 per hour
2) Staff P.S.M.	\$ 36.83/ \$95.02 per hour
3) Survey Associate	\$ 29.07 / \$75.00 per hour
4) CADD Technician *	\$ 25.20/ \$65.01 per hour

* Includes computer.

2. Reimbursable Services: (Includes operator, does **not** include survey crew)

A) Airboat or Swamp Buggy	\$ 80.00 per day
B) All-Terrain Vehicle	\$ 60.00 per day
C) Small Boat for Hydrographic Surveys	\$ 35.00 per day

It is understood that Palm Beach County will provide all necessary plats, maps, abstracts or other documents required as a basis for survey services. All services provided will be in accordance with Chapters 177 and 472 Florida Statutes and Chapter 5J-17 Florida Administrative Code, as applicable. Further, all services provided will be in accordance with the standards and/or requirements by individual government agencies having jurisdiction or control over the project for which services are provided.

Dennis J. Leavy & Associates, Inc.
Overhead Schedule

	Jan - Dec 2016
DIRECT LABOR	\$ 281,295
INDIRECT COSTS:	
FRINGE BENEFITS	
Benefits: Bonuses	13,628
Benefits: PTO (vac., sick, and holiday)	45,297
Benefits: Phone Stipend	480
Insurance: Medical	27,353
Insurance: Workers Comp	5,091
Payroll Taxes: FUTA and SUTA	810
Payroll Taxes: FICA and Med	47,603
TOTAL FRINGE BENEFITS	\$ 140,262
GENERAL OVERHEAD	
Indirect Labor	157,059
Alarm	305
Automobile Expense	20,008
Blueprints & Photostats	35
Business Development	920
Depreciation Expense	2,327
Dues and Subscriptions	1,289
Field Expense: Field Supplies	6,978
Insurance: Automotive	8,880
Insurance: Business	9,551
Insurance: Equipment	1,557
Licenses and Permits	868
Meals and Entertainment	2,559
Office Expense: Postage and Delivery	492
Office Expense: Office Supplies	11,786
Office Expense: Other Office Expense	4,724
Per Diem	368
Printing and Reproduction	24
Professional Development	1,505
Professional Fees: Legal & Accounting	2,475
Rent	21,836
Repairs and Maintenance	4,593
Taxes: Property Taxes	434
Telephone	6,626
Utilities	4,006
Total General Overhead	\$ 271,205
Direct Labor	1.00%
Combined Overhead Rate	1.46%
Operating Margin	0.12%
Multiplier	2.58%

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Monday, May 01, 2017

- Simple View
- Certificate Images
- Documents
- Call Log

Insured: Dennis J. Leavy & Associates, Inc

Insured ID: **R2014-0229-PBC**

Status: Compliant

ITS Account Number: **PLC1516**

Project(s): **Palm Beach County - Water Utilities**

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 5/9/2017			
General Aggregate:	\$1,000,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$0	\$0	
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$1,000,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 5/9/2017			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$1,000,000	\$1,000,000	
<u>Excess/Umbrella Liability</u>			
Expiration: 5/9/2017			
Each Occurrence:	\$1,000,000	\$2,000,000	
Aggregate Limit:	\$1,000,000	\$2,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 5/9/2017			
<u>Professional Liability</u>			
Expiration: 5/9/2017			
Each Occurrence:	\$1,000,000	\$1,000,000	
Aggregate Limit:	\$1,000,000	\$2,000,000	

Notifications ([Show All](#))

The following letters were issued:

Apr 12 2017 - Renewal Letter

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal